CITY COUNCIL MEETING AGENDA

June 05, 2024 at 5:30 PM

Council Chambers at City Hall - 1123 W. Lake St. Sandpoint, Idaho

---

Call to Order

Roll Call

Pledge of Allegiance

Announcements and Reports

1. Dark Skies Presentation, Proclamation for 'Support Local Gems Day', and Reports from Staff

Public Forum

Consent Calendar - action items

2. Approval of Minutes from Council's May 15, 2024, Meeting - ***action item***
3. Payables and Payroll Report / Approval of Bills for Payment - ***action item***
4. Review and Accept Monthly Financial Report on Cash and Investment Transactions, April 2024 - ***action item***
5. Council Confirmation of Mayor's Appointments to Pedestrian and Bicycle Advisory Committee and Parks and Recreation Commission - ***action item***
6. Proposed Resolution: THE FESTIVAL AT SANDPOINT LEASE OF WAR MEMORIAL FIELD - ***action item***
7. Proposed Resolution: ADOPTION OF SANDPOINT 2020 SMOOTHED URBAN AREA BOUNDARY - ***action item***
8. Proposed Resolution: DECLARING OXARC, INC., THE SOLE SOURCE PROVIDER OF SPECIALIZED INDUSTRIAL GASES FOR THE CITY'S TREATMENT PLANTS AND APPROVING PURCHASE ORDER 24-1015 - ***action item***
9. Proposed Resolution: INTERLOCAL AGREEMENT FOR AUTOMATIC AID AND RESPONSE WITH SAGLE FIRE DISTRICT, WESTSIDE FIRE DISTRICT, AND NORTHSIDE FIRE DISTRICT – ***action item***

Public Hearing

10. Public Hearing and Decision on City Application #PS24-0001 from Bonner County, seeking preliminary approval to subdivide approximately 59 acres at 4001 / 4203 N. Boyer Rd. - ***action item***

Old/Unfinished Business

11. Proposed Resolution: AGREEMENT WITH GINNO CONSTRUCTION OF IDAHO, INC., FOR CONSTRUCTION OF INCLUSIVE PLAYGROUND AND SPLASH PAD AT TRAVERS PARK (CITY AGREEMENT NO. A24-5300-6) - ***action item***

New Business

12. Proposed Ordinance and Summary: Off-Leash Dogs at City Beach for Waterfowl Control - ***action item***
13. Proposed Ordinance and Summary: Leash Law Exceptions - ***action item***
14. Proposed Ordinance and Summary: Dogs On-Leash on Sports Complex Pathway - ***action item***
15. Proposed Resolution: AUTHORIZING AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION'S ACTIVE TRANSPORTATION INFRASTRUCTURE INVESTMENT PROGRAM, SEEKING FUNDS FOR DESIGN OF THE DIVISION AVENUE CORRIDOR PROJECT – ***action item***
16. Proposed Resolution: AUTHORIZING UP TO THREE (3) ADDITIONAL RESORT CITY RESTAURANT LIQUOR LICENSES AS PROVIDED BY NEW IDAHO CODE § 23-903c - ***action item***
17. Discussion on Drafting Letter to Army Corps of Engineers re: Lake Level

Executive Session

18. Vote to Convene in Executive Session pursuant to Idaho Code Section 74-206(1)(c): To acquire an interest in real property not owned by a public agency - ***action item***
19. Executive Session under Idaho Code Section 74-206(1)(c): To acquire an interest in real property not owned by a public agency.

Adjourn

Public Participation Options and Information
Before the meeting, comment in writing: Email cityclerk@sandpointidaho.gov or deliver to City Hall.
Attend in person: See above for meeting location. Seating available on first-come, first-served basis.
Watch/listen live on Zoom: Register at https://www.sandpointidaho.gov/your-government/meetings
PLEASE NOTE: Comments not taken on Zoom; attend in person to comment during the meeting.
After the meeting, view the recording on YouTube: https://www.youtube.com/c/CityofSandpoint.
Contact the City Clerk with questions or requests for special accommodation: Email address above or call (208) 263-3310. Assisted listening devices available in chambers for use during public meetings.

SANDPOINT CITY COUNCIL AGENDA REQUEST FORM

Today's date: 4 / 17 / 24

Date of meeting 6 / 5 / 24

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

Name of Citizen, Organization, Elected Official, or Department Head making request:
Pam Duquette, City Councilor with Kodiak Ellis presenter

Address: Sandpoint

Phone number and email address: City of Sandpoint pduquette@sandpointidaho.gov

Authorized by: Kyle Schreiber City Councilor _____
name of City official *City official's signature*

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

*Subject: Dark Skies Community

Summary of what is being requested: Presentation on importance of and possible city participation in a Dark Skies International initiative. Previously Kodiak shared a proclamation with Mayor Grimm for April1-8 to be an International Dark Skies Week

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 or** ☐ **No** ☑
   If yes, in what way? _____

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**

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: _____

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

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

This form must be submitted no later than 6 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 Staff, please check one box:** Consent ☐ Old Business ☐ New Business ☐ Other/Unknown ☐

SANDPOINT

PROCLAMATION

WHEREAS: Idaho's U.S. Senator Jim Risch, a member of the U.S. Senate Small Business and Entrepreneurship Committee, continually works to support and promote small businesses in Idaho and the Nation;

WHEREAS: In partnership with the Idaho Department of Commerce, Senator Risch launched Support Local Gems in Spring 2020 as a way to encourage Idahoans to support small businesses during the early days of the pandemic;

WHEREAS: Small businesses are the backbone of Idaho's economy, and now in its fifth year, the Support Local Gems initiative continues as a way to engage with Idaho's business community and celebrate the entrepreneurs and establishments that make Idaho special; and

WHEREAS: The 2024 Support Local Gems initiative, an all-day celebration of Idaho's small businesses, will take place on Friday, June 7th.

THEREFORE, I, Jeremy Grimm, Mayor of the City of Sandpoint, do hereby proclaim Friday, June 7, 2024, as:

SUPPORT LOCAL GEMS DAY

With this proclamation, I encourage Sandpoint citizens to support our incredible local businesses. Dine in or order takeout from your favorite restaurant, shop in person or online at a local retailer, purchase a gift card, write a positive review for your favorite local business, or just say "thank you" for all that our local businesses do to contribute to the economy and vibrancy of our community.

Proclaimed this 5th day of June 2024, in the City of Sandpoint, Bonner County, Idaho.

Jeremy Grimm, Mayor

CITY COUNCIL MEETING MINUTES

May 15, 2024 at 5:30 PM

Council Chambers at City Hall - 1123 W. Lake St. Sandpoint, Idaho

Call to Order

The meeting was called to order at 5:30 p.m. by Mayor Jeremy Grimm, presiding in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

PRESENT
Mayor Jeremy Grimm
Councilor Deb Ruehle
Councilor Justin Dick
Councilor Kyle Schreiber
Councilor Rick Howarth

ABSENT
Councilor Joel Aispuro
Councilor Pam Duquette

Pledge of Allegiance

The Mayor led all present in the Pledge of Allegiance.

Announcements and Reports

1. Mayor's Proclamation for Sandpoint Senior Center 50th Anniversary
2. Mayor's Proclamation for Peace Officers Memorial Day and Police Week

Mayor Grimm read aloud a proclamation celebrating the 50th anniversary of the Sandpoint Senior Center and proclaimed May 14-20, 2024, as National Police Week in Sandpoint, acknowledging May 15 as Peace Officers Memorial Day, honoring law enforcement officers killed in the line of duty.

The Mayor provided a brief update on remediation efforts at the former Joslyn Manufacturing site on Boyer Avenue, discussed the state of the current water level on Lake Pend Oreille, where spill operations remain restricted at Albeni Falls Dam as U.S. Army Corps of Engineers officials continue to treat the base metal flaws and defects identified late last month on a spillway gate, provided an update on recruitment of personnel, and announced that he had promoted Cheryl Hughes to serve as Central Services Director, starting on an interim basis. He also distributed to Council members his proposed organization chart.

At the Mayor’s request and invitation, departmental staff representatives each provided a brief report on current and upcoming activities and projects in their respective departments.

Public Forum

DRAFT

Mayor Grimm proceeded with Public Forum, providing an opportunity for the public to address Council regarding items listed on the Consent Calendar or on any topic not listed on the agenda.

He reminded all in attendance that the City does have a policy on public meeting decorum, with the rules posted in Council chambers at the entrance doors. He summarized by asking that those participating in the meeting please be pleasant and respectful, not make derogatory statements about others, including City staff, and not be boisterous or disruptive. He noted that Council cannot take testimony on any planning-related matter outside of an official public hearing. He also reminded that public comments need to be kept to comments only, with no questions for Council or staff, and welcomed members of the public to contact him during regular business hours with any questions or concerns.

The Mayor provided instructions for Public Forum and other public comment opportunities during the meeting, where each speaker would have up to three minutes to speak and that those speaking should begin by stating their name and whether they reside within Sandpoint city limits.

Information only; no Council action.

Consent Calendar

Item 5, Procurement and Contract Policy Update, was removed from the Consent Calendar by Councilor Ruehle and addressed at the end of New Business. With the exception of item 5, the Consent Calendar was approved as presented.

Motion made by Councilor Dick, Seconded by Councilor Ruehle.
Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Howarth

3. Draft Minutes for Approval from May 1, 2024, Meeting - ***action item***

   The May 1, 2024, Sandpoint City Council Minutes were approved as presented under the Consent Calendar.

4. Bills for Council Review and Approval - ***action item***

   The bills presented, $580,746.03 for regular payables, were approved for payment under the Consent Calendar.

5. Proposed Resolution: PROCUREMENT AND CONTRACT POLICY UPDATE - ***action item***

   REMOVED FROM THE CONSENT CALENDAR – SEE LAST ITEM UNDER NEW BUSINESS

6. Proposed Resolution: PURCHASE OF STREET REPAIR EQUIPMENT FROM CIMLINE, INC. (CITY PURCHASE ORDER NO. 24-1242) - ***action item***

   RESOLUTION 24-030 PURCHASE OF STREET REPAIR EQUIPMENT FROM CIMLINE, INC. (CITY PURCHASE ORDER NO. 24-1242) approved under the Consent Calendar.

7. Proposed Resolution: COOPERATIVE AGREEMENT W/IDAHO TRANSPORTATION DEPARTMENT FOR TRAFFIC SIGNAL, ILLUMINATION, AND RRFBs – FIFTH AVE INTERSECTIONS AT PINE ST AND CHURCH ST - ***action item***

RESOLUTION 24-031 COOPERATIVE AGREEMENT W/IDAHO TRANSPORTATION DEPARTMENT FOR TRAFFIC SIGNAL, ILLUMINATION, AND RRFBs – FIFTH AVE INTERSECTIONS AT PINE ST AND CHURCH ST approved under the Consent Calendar.

8. Proposed Resolution: TEMPORARY SUSPENSION OF INTEGRATED WEED MANAGEMENT PLAN - ***action item***

   RESOLUTION 24-034 TEMPORARY SUSPENSION OF INTEGRATED WEED MANAGEMENT PLAN approved under the Consent Calendar.

Old/Unfinished Business

No old business on the agenda.

New Business

9. Proposed Resolution: BID SOLICITATION FOR PAVEMENT MAINTENANCE - ***action item***

   RESOLUTION 24-032 BID SOLICITATION FOR 2024 PAVEMENT MAINTENANCE PROJECT

   Following an introduction by Mayor Grimm, a presentation by Construction Manager Holly Ellis, and Council discussion, this resolution was approved by unanimous vote of the Council members present, permitting staff to move forward with solicitation utilizing the City's standard procurement process.

   Motion made by Councilor Schreiber, Seconded by Councilor Dick.
   Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Howarth

10. Proposed Resolution: BID SOLICITATION FOR CHIP SEAL PROJECT - ***action item***

    RESOLUTION 24-033 BID SOLICITATION FOR 2024 PILOT CHIP SEAL PROJECT

    Following an introduction by Mayor Grimm and a presentation by Ms. Ellis, who fielded Council questions, this resolution was approved by unanimous vote of the Council members present, permitting staff to move forward with solicitation, utilizing the City's standard procurement process.

    Motion made by Councilor Dick, Seconded by Councilor Ruehle.
    Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Howarth

11. Proposed Aquatic-based Summer Youth Programs and Lifeguard Program Update

    Recreation Superintendent Katie Bradbury reviewed her staff report on the proposed aquatic-based summer youth programs and an update on the lifeguard program, with information also provided by Mayor Grimm. Information only; no Council action.

12. Proposed Ordinance and Summary: ADA ADVISORY COMMITTEE - ***action item***

    ORDINANCE 1418 AMERICANS WITH DISABILITIES ACT (ADA) ADVISORY COMMITTEE

DRAFT

Mayor Grimm introduced this item, followed by a presentation from Arts and Historic Preservation Officer Heather Upton and Councilor comments. The Mayor then asked the clerk to read the title of the ordinance aloud, as follows:

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 2, CHAPTER 9, AMERICANS WITH DISABILITIES ACT (ADA) ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Council passed the first reading of the Ordinance by title only and approved the summary.

Motion made by Councilor Schreiber, Seconded by Councilor Ruehle
Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Howarth

Council then voted to suspend the rules that require three separate readings, once in the Ordinance's entirety, and passed the second and third readings of the Ordinance under suspension of the rules.

Motion made by Councilor Dick, Seconded by Councilor Ruehle.
Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Howarth

The Mayor announced that the Ordinance was considered read, passed and adopted under suspension of the rules and would become effective following publication of the summary in the newspaper.

13. Proposed Ordinance and Summary: PARKS AND RECREATION COMMISSION - ***action item***

ORDINANCE 1419 PARKS AND RECREATION COMMISSION

The Mayor then asked the clerk to read the title of the ordinance aloud, as follows:

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 2, CHAPTER 4, PARKS AND RECREATION COMMISSION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Council passed the first reading of the Ordinance by title only and approved the summary.

Motion made by Councilor Howarth, Seconded by Councilor Dick
Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Howarth

Council then voted to suspend the rules that require three separate readings, once in the Ordinance's entirety, and passed the second and third readings of the Ordinance under suspension of the rules.

Motion made by Councilor Schreiber, Seconded by Councilor Dick.
Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Howarth

DRAFT

The Mayor announced that the Ordinance was considered read, passed and adopted under suspension of the rules and would become effective following publication of the summary in the newspaper.

5. Proposed Resolution for PROCUREMENT AND CONTRACT POLICY UPDATE - ***action item***

   REMOVED FROM THE CONSENT CALENDAR – MOVED TO END OF NEW BUSINESS

   RESOLUTION 24-034 PROCUREMENT AND CONTRACT POLICY UPDATE

   Following questions from Councilor Ruehle, fielded by Ms. Hughes and City Attorney Fonda Jovick, the proposed resolution with accompanying updated policy was approved by a unanimous vote of the Council members present.

   Motion made by Councilor Ruehle, Seconded by Councilor Schreiber.
   Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Howarth

Adjourn

With no further business on the agenda, the meeting was adjourned at 7:15 p.m.

I presided over this meeting and can confirm that these minutes, prepared by the City Clerk, were approved by the Sandpoint City Council on _____, 2024.

_____ _____

Jeremy Grimm, Mayor Melissa Ward, City Clerk

DRAFT

CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 05/16/2024 THROUGH 06/05/2024

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: 5.11, Inc.					
	9089-0290001708	28) STATION WEAR T-SHIRTS			$345.60
		FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	$345.60	
			Total For: 5.11, Inc.		**$345.60**
Vendor: 95 EXPRESS LLC					
	1032	MNTHLY CAR WASH MEMBERSHIP-POLICE & FIRE- MAY'24			$607.50
		POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	$562.50	
		FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	$45.00	
			Total For: 95 EXPRESS LLC		**$607.50**
Vendor: A TO Z RENTALS					
	562654-5	SCRUBBER FLOOR BATTERY, PAD THICK FLOOR - LOCKER RM FLOOR - MEMORIAI			$208.90
		PARK MAINTENANCE & CAPITAL	RENTAL OF EQUIPMENT AND VEHICLES	$208.90	
	563008-5	WTP: FORKLIFT RENTAL SAND CREEK			$511.69
		WATER TREATMENT	RENTAL OF EQUIPMENT AND VEHICLES	$511.69	
			Total For: A TO Z RENTALS		**$720.59**
Vendor: ACCURATE TESTING LABS LLC					
	138585	WWTP: BI-ANNUAL METAL TEST DAY 3			$870.00
		WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	$870.00	
	138561	WWTP: BI-ANNUAL METAL TEST DAY 2			$870.00
		WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	$870.00	
	138504	WWTP: BI-ANNUAL METAL TEST DAY 1			$870.00
		WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	$870.00	
	138681	WTP: BACTERIA TEST @ SOUTH LOCATIONS			$150.00
		WATER TREATMENT	TECH SERVICES - LABORATORY	$150.00	
	138382	WTP: BACTERIA TST - NORTH LOCTNS			$150.00
		WATER TREATMENT	TECH SERVICES - LABORATORY	$150.00	
			Total For: ACCURATE TESTING LABS LLC		**$2,910.00**
Vendor: AGE HEATING AND COOLING					
	8173711	TIGHTENED GAS FLEX ON PD WATER HEATER-GAS LEAK			$90.00
		GOVERNMENT BUILDING & GROUNDS DI\	SERVICES - BUILDING - R&M	$90.00	
	8194335	WTP: DUAL RUN 10/10 CAPACITOR/DUAL RUN 5/5/ CAPACITOR/A48 DRIVE BELT			$164.97
		WATER TREATMENT	SERVICES - BUILDING - R&M	$164.97	
			Total For: AGE HEATING AND COOLING		**$254.97**
Vendor: ALLWEST TESTING & ENGINEERING					

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	236032	TRVRS PARK GEO TECH INSP SRVCS THRU 05/12/24			$2,316.50
		JAMES E. RUSSELL SPORTS CENTER FAC	CAPITAL CONSTRUCTION SERVICES - BUILD	$2,316.50	
			Total For: ALLWEST TESTING & ENGINEERING		**$2,316.50**
Vendor: ALPINE MOTORS COMPANY INC					
	158265	REPL THERMOSTAT, HOUSING & SENSORS - '01 FORD RANGER - CRO'S			$945.16
		POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	$945.16	
			Total For: ALPINE MOTORS COMPANY INC		**$945.16**
Vendor: ALSC ARCHITECTS PS					
	2023-011-14	TRAVERS PARK RENOVATIONS PH 1 APR'24			$18,763.50
		JAMES E. RUSSELL SPORTS CENTER FAC	CAPITAL CONSTRUCTION SERVICES - BUILD	$18,763.50	
			Total For: ALSC ARCHITECTS PS		**$18,763.50**
Vendor: Amzn Mktp Us					
	112-2313957-8865014	1-CUBICLE HOOK, 1-PENS, 1-AAA BATTERIES			$40.80
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$40.80	
	112-8869517-4700218	5 PACK NAME PLATE HOLDER			$21.88
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$21.88	
	112-1264363-1404220	COMPUTER SPEAKER- POLICE			$27.68
		POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$27.68	
	112-8161502-9993061	WELLS FARGO DEPOSIT STAMP FOR CHECKS			$16.97
		FINANCE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$16.97	
	112.9965787-6138659	1-LETTER WALL FILE			$13.67
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$13.67	
	113-7530577-0197840	UNIFORM SHORTS - J WRIGHT - CRO			$79.99
		POLICE DEPARTMENT	UNIFORM & CLOTHING	$79.99	
	112-0314868-5565005	3-36PK FILE FOLDERS, 1-LABEL TAPE			$41.11
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$41.11	
	114-2997523-39565227	6 - BATHROOM PAPER TOWELS			$31.54
		FIRE DEPARTMENT - SANDPOINT	CLEANING SUPPLIES	$31.54	
	112-7932051-5991430	KNIFE SET,UTENSIL SET, FILTERS, COOKWARE SET			$433.11
		FIRE DEPARTMENT - SANDPOINT	FACILITY SUPPLIES	$433.11	
			Total For: Amzn Mktp Us		**$706.75**
Vendor: ARROW CONSTRUCTION HOLDINGS, LLC					
	397782	ST:10-NO PHONE USE SGNS + POSTS			$2,106.70
		STREET MAINTENANCE	TRAFFIC CONTROL SUPPLIES/EQUIPMENT	$2,106.70	
	398669	ST: (100) 25 PACK ID LOCATORS			$359.00
		STREET MAINTENANCE	ROADWAY/PATH SUPPLIES/EQUIPMENT	$359.00	
	399042	ST: ROADSAVER SEALANT			$386.40
		STREET MAINTENANCE	ROADWAY/PATH SUPPLIES/EQUIPMENT	$386.40	
			Total For: ARROW CONSTRUCTION HOLDINGS, LLC		**$2,852.10**
Vendor: ASAP SERVICES INC					
	2256125	MNTHLY CUSTODIAL SRVC - WINDOWS & SEMI ANNUAL CLEAN - FY24			$5,0
		GOVERNMENT BUILDING & GROUNDS DI	SERVICES - CUSTODIAL	$1,600.00	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		GOVERNMENT BUILDING & GROUNDS DIV	SERVICES - CUSTODIAL	$2,926.12	
		GOVERNMENT BUILDING & GROUNDS DIV	SERVICES - CUSTODIAL	$516.38	
			Total For: ASAP SERVICES INC		**$5,042.50**
Vendor: AUTO HAUS INC					
	3938	ST: BACK HOE HOSE			$96.75
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$96.75	
			Total For: AUTO HAUS INC		**$96.75**
Vendor: AVISTA UTILITIES					
	4707730000-052224	MONTHLY UTILITIES-MAY '24			$34,359.18
		GOVERNMENT BUILDING & GROUNDS DIV	ELECTRICITY	$2,057.24	
		PARK MAINTENANCE & CAPITAL	ELECTRICITY	$242.94	
		PARK MAINTENANCE & CAPITAL	ELECTRICITY	$102.90	
		PARK MAINTENANCE & CAPITAL	ELECTRICITY	$21.48	
		PARK MAINTENANCE & CAPITAL	ELECTRICITY	$104.43	
		PARK MAINTENANCE & CAPITAL	ELECTRICITY	$409.28	
		PARK MAINTENANCE & CAPITAL	ELECTRICITY	$35.30	
		PARK MAINTENANCE & CAPITAL	ELECTRICITY	$778.58	
		PARK MAINTENANCE & CAPITAL	ELECTRICITY	$18.38	
		GOVERNMENT BUILDING & GROUNDS DIV	ELECTRICITY	$185.79	
		STREET MAINTENANCE	ELECTRICITY	$10,493.64	
		PARK MAINTENANCE & CAPITAL	ELECTRICITY	$1,255.65	
		WATER TREATMENT	ELECTRICITY	$6,038.74	
		WASTEWATER COLLECTIONS	ELECTRICITY	$954.40	
		WASTEWATER TREATMENT	ELECTRICITY	$10,387.24	
		RECREATION PROGRAMS	ELECTRICITY	$29.45	
		STREET MAINTENANCE	ELECTRICITY	$779.55	
		CENTRAL SERVICES DEPARTMENT	ELECTRICITY	$133.25	
		WATER DISTRIBUTION	ELECTRICITY	$279.22	
		GOVERNMENT BUILDING & GROUNDS DIV	ELECTRICITY	$51.72	
	0838870000-051724	UTILITIES-LAKEVIEW RENTAL-MAY'24			$25.94
		GENERAL GOVERNMENT PROJECTS	ELECTRICITY	$25.94	
			Total For: AVISTA UTILITIES		**$34,385.12**
Vendor: B&E ELECTRIC INC					
	CS4179	SCADA WATER AND WASTEWATER UPGRADES			$10,024.87
		WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUI	$448.87	
		WATER TREATMENT	CAPITAL IMPROVEMENTS OTHER THAN BUI	$1,964.08	
		WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUI	$3,987.67	
		WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUI	$3,624.25	
			Total For: B&E ELECTRIC INC		**$10,024.87**
Vendor: BIG BELLY SOLAR LLC					
	587664103	DWNTWN TRSH BINS JUNE '24			$5,779.55
		SANITATION/GARBAGE COLLECTION	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$5,779.55	
			Total For: BIG BELLY SOLAR LLC		**$5,7**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: BILLING DOCUMENT SPECIALISTS					
	94542	UTILITY BILLING REGULAR MAY'24			$1,224.30
		UTILITY BILLING	TECH SERVICES - UTILITY BILLING	$326.90	
		UTILITY BILLING	POSTAGE	$897.40	
			Total For: BILLING DOCUMENT SPECIALISTS		**$1,224.30**
Vendor: BONNER COUNTY DAILY BEE					
	0000022549-05082024	BCB#6097 ORD 1417 AMEND CITY CODE TITLE 2 CH. 7 SUSTAINABILITY			$58.51
		CITY CLERK'S OFFICE	ADVERTISING	$58.51	
	0000022548-05082024	BCB#6096 ORD 1416 AMEND CITY CODE TITLE 2 CH. 6 PED-BIKE			$60.05
		CITY CLERK'S OFFICE	ADVERTISING	$60.05	
	0000022547-05082024	BCB#6095 ORD 1415 SIDEWALK FEE AMEND CITY CODE NOTICE			$54.66
		ENGINEERING DIVISION	ADVERTISING	$54.66	
	0000022824-05142024	BCB#6111 NOPH 4203 N BOYER AVE			$64.67
		PLANNING DIVISION	ADVERTISING	$64.67	
			Total For: BONNER COUNTY DAILY BEE		**$237.89**
Vendor: BONNER COUNTY FAIRGROUNDS					
	1500	2024 ADULT COED VOLLEYBALL			$3,080.00
		RECREATION PROGRAMS	RENTAL OF LAND AND BUILDING	$3,080.00	
			Total For: BONNER COUNTY FAIRGROUNDS		**$3,080.00**
Vendor: BONNER GENERAL OCCUPATIONAL HEALTH					
	42	NEW HIRE MEDICAL TESTING FOR OMODT AND NELSON			$1,450.70
		FIRE DEPARTMENT - SANDPOINT	OTHER PROF SERVICE - MEDICAL	$1,450.70	
	APR-24	PHARMACY SUPPLIES			$158.12
		FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMEN	$158.12	
			Total For: BONNER GENERAL OCCUPATIONAL HEALTH		**$1,608.82**
Vendor: BOUNDARY TRACTOR YAMAHA					
	BTC-2109560	ASSY STARTER, ASSY STARTER CORE CHARGE, 12) HUS XP+ 26 OIL - KUBOTA TR/			$614.83
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$614.83	
			Total For: BOUNDARY TRACTOR YAMAHA		**$614.83**
Vendor: BROWN'S NORTHSIDE					
	W50025	.25) PRESS STUDS INTO HUB AS NEEDED - TRAVERS			$26.25
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$26.25	
	S159308	6 - BATTERIES FOR TRUCK 1131			$1,258.99
		FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	$1,258.99	
	S159414	ST:(2) SERIES 44 LED WITH FLANGE- ST92			$84.17
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$84.17	
			Total For: BROWN'S NORTHSIDE		**$1,369.41**
Vendor: BSN SPORTS LLC					
	925741619	4) SAND VOLLEYBALL NETS FOR CITY BEACH			$6
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$680.00	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$14.95	
			Total For: BSN SPORTS LLC		**$694.95**
Vendor: CANON FINANCIAL SERVICES INC					
	32558927	MAINT/LEASE-COPIERS-MAY'24 CNTRCT CHRG-APR'24 USAGE			$465.99
		CENTRAL SERVICES DEPARTMENT	COPIER LEASE	$355.00	
		CENTRAL SERVICES DEPARTMENT	PHOTOCOPIES	$110.99	
			Total For: CANON FINANCIAL SERVICES INC		**$465.99**
Vendor: Checkr, Inc Checkr.Com					
	1189791	BACKGROUND SVCS-MAR'24; 2-REC SUP, 1-ENG TECH, 1-ADMIN ASST, 1- COMM DI			$351.28
		ENGINEERING DIVISION	BACKGROUND CHECK SERVICES	$57.49	
		PARK MAINTENANCE & CAPITAL	BACKGROUND CHECK SERVICES	$59.98	
		COMMUNITY DEVELOPMENT ADMINISTRA	BACKGROUND CHECK SERVICES	$115.98	
		RECREATION PROGRAMS	BACKGROUND CHECK SERVICES	$117.83	
			Total For: Checkr, Inc Checkr.Com		**$351.28**
Vendor: CIVICPLUS INC					
	303977	MEETING SOFTWARE CUSTOM AGENDA ITEM APPROVALS 5/9 THRU 12/5/24			$315.68
		INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - WEB/CODIFICATION/AGE	$315.68	
			Total For: CIVICPLUS INC		**$315.68**
Vendor: CLIENTFIRST TECHNOLOGY CONSULTING					
	16699	GIS SUPPORT SERVICES - APR'24			$2,960.00
		INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - GIS SERVICES	$555.00	
		WATER DISTRIBUTION	TECH SERVICES - GIS SERVICES	$1,665.00	
		INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - GIS SERVICES	$740.00	
			Total For: CLIENTFIRST TECHNOLOGY CONSULTING		**$2,960.00**
Vendor: COLEMAN OIL					
	INV-193548	SHOP: 12 GAL ANITIFREEZE/COOLANT			$127.67
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$42.55	
		WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	$42.56	
		WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	$42.56	
			Total For: COLEMAN OIL		**$127.67**
Vendor: CONSOLIDATED SUPPLY CO.					
	S011928626.001	WWTP: 3"X2" GALVANIZED HEX BRUSHING			$35.35
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$35.35	
	S011922844.001	WD: RESTOCK BRASS COUPLINGS/CURB STOP			$411.72
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$411.72	
	S011921701.001	WWTP: 3" RUBBER GASKET/3" COMP FLANGE			$82.52
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$82.52	
	S011926633.001	WWTP: REED DOG BONE WRENCH			$96.10
		WASTEWATER TREATMENT	TOOLS	$96.10	
	S011921701.002	WWTP: 2" RUBBER GASKET/2" COMP FLANGE			$
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$81.78	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	S011912983.003-C	CREDIT-2) RAVEN RMB POLY METER BOX - MEMORIAL RESTROOM			$(252.46)
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$(252.46)	
	S011923578.001	BLK 12"X12" 2 OUTLT, GR 12"X12" GRATE - DRAIN BOX TRAVERS			$114.33
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$114.33	
	S011930480.001	2) 3/4 X CLOSE PVC NIPPL - HICKORY			$4.16
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$4.16	
	S011932763.001	3) URINAL SPUD WITH BRS NT, CLOSET SPUD WITH BRS NUT - LAKEVIEW			$51.18
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$51.18	
	S011915326.001	SC: (2) RESTRAINED CUPLNG SPRNG CRK LFT			$884.57
		WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	$884.57	
	S011885588.001	4) FIRE HSE GSKT, TRMBLL OUTSIDE REPAIR LID, FREIGHT - BATHROOM - MEMOR			$67.58
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$67.58	
	S011912983.001	3) BRASS NPPL, 3) CPLG, STP & DRN, 2) INSERT STIFFNR, 10) PVC PIPE, OUTSDE R			$494.32
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$494.32	
	S011912983.002	3) POLY METR, METR BOX CVR - MEMORIAL			$636.44
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$636.44	
	S011894095.001	WTP: BALL VALVE/BRASS COUPLING			$19.28
		WATER TREATMENT	FACILITY SUPPLIES	$19.28	
			Total For: CONSOLIDATED SUPPLY CO.		**$2,726.87**
Vendor: CO-OP GAS & SUPPLY CO.					
	31470	2 GAL CHEM ERASR, SPRY NZZL KIT, BRUSH BRASS - BEACH			$190.96
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$190.96	
	31816	3) CHEM ERASR, CHEM 5-11, 2) CHEM 80/20 SURFACTANT - ALL PARKS WEED SPR/			$405.94
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$405.94	
	76840	WWTP: CLAMPS/NOZZLES/BOX FAN/ADAPTERS			$215.81
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$215.81	
	30422	PRO CABLE PULLER - TOOL			$69.99
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$69.99	
	75082	WTP: 2 GAL DISTILLED WATER			$5.58
		WATER TREATMENT	FACILITY SUPPLIES	$5.58	
	75971	RAINDRIP CMPNSTR, NOZZLE - IRRIGATION - CITY HALL			$8.18
		GOVERNMENT BUILDING & GROUNDS DI	IRRIGATION SUPPLIES	$8.18	
	31226	ST: (2) BACK HOE SHAFT COLLARS			$4.98
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$4.98	
	76005	ST: POWER TIP FOR SIGNS			$1.95
		STREET MAINTENANCE	SIGNAGE SUPPLIES/EQUIPMENT	$1.95	
			Total For: CO-OP GAS & SUPPLY CO.		**$903.39**
Vendor: Corkys Radiator Shop					
	1	ST: BACKHOE RADIATOR+SHIPPING			$1,215.00
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$1,215.00	
			Total For: Corkys Radiator Shop		**$1,215.00**
Vendor: Dnh*godaddy.Com					
	3072638750	DOMAIN REGISTRATION-3 YRS			$
		INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - DOMAIN SSL	$44.53	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
			Total For: Dnh*godaddy.Com		**$44.53**
Vendor: DOCUSIGN INC					
	111100316794	ELEC SIGNATURE ANNUAL AGMT - 04/28/24- 04/27/25			$2,842.80
		INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - REPOSITORY/DOC MGT	$370.80	
		INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - REPOSITORY/DOC MGT	$2,472.00	
			Total For: DOCUSIGN INC		**$2,842.80**
Vendor: DREAMLAND SKATEPARKS LLC					
	7	GENERAL COND-CONSTRUCT PORTION OF DESIGN-BUILD CONTRACT			$11,400.00
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS - IMPACT PARKS	$9,366.98	
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUI	$2,033.02	
			Total For: DREAMLAND SKATEPARKS LLC		**$11,400.00**
Vendor: EAGLE DRUG AND ALCOHOL TESTING LLC					
	1011206	RANDOM ALCOHOL/DRUG TESTING X10(WD-5, WTP-3, WWTP-1,FIRE-1)			$395.00
		WATER DISTRIBUTION	OTHER PROF SERVICE - MEDICAL	$240.00	
		WATER TREATMENT	OTHER PROF SERVICE - MEDICAL	$75.00	
		WASTEWATER TREATMENT	OTHER PROF SERVICE - MEDICAL	$25.00	
		FIRE DEPARTMENT - SANDPOINT	OTHER PROF SERVICE - MEDICAL	$55.00	
			Total For: EAGLE DRUG AND ALCOHOL TESTING LLC		**$395.00**
Vendor: EDNETICS INC					
	129314	STD/ANALOG USERS VOIP CHARGES-APR'24			$2,930.74
		INFORMATION TECHNOLOGY DIVISION	TELEPHONE - VOIP	$2,930.74	
	126184	INSTALL/CONFIGURE ACCESS DEVICES- CHAMBERS			$241.74
		INFORMATION TECHNOLOGY DIVISION	CAPITAL EQUIPMENT & MACHINERY	$241.74	
			Total For: EDNETICS INC		**$3,172.48**
Vendor: FASTENAL COMPANY					
	IDCOE200354	ST: STOCK BOLTS FOR SIGNS			$15.59
		STREET MAINTENANCE	SIGNAGE SUPPLIES/EQUIPMENT	$15.59	
	IDCOE199261	SHOP: WASHERS, NUTS AND BOLTS			$99.77
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$33.25	
		STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	$33.26	
		WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	$33.26	
	IDCOE200048	SHOP: (20) 17-5 BOLTS AND (20) 22-3 BOLTS			$29.48
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$9.83	
		WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	$9.82	
		WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	$9.83	
	IDCOE199687	SHOP: (25) 2-5 BOLTS/(50) 3-4 BOLTS/(50) 14-4 BOLTS/(50) 15-5 BOLTS/(50) 18-5 BOL			$89.26
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$29.75	
		WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	$29.75	
		WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	$29.76	
			Total For: FASTENAL COMPANY		**$234.10**
Vendor: FATBEAM LLC					

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	44712	INTERNET SVCS-CITY HALL JUN'24			$406.85
		INFORMATION TECHNOLOGY DIVISION	INTERNET - FIBER/T1	$406.85	
			Total For: FATBEAM LLC		**$406.85**
Vendor: FEDERAL EXPRESS					
	8-508-81046	WWTP: CHROMIUM SAMPLS TO EDGE ANALYTICAL			$31.42
		WASTEWATER TREATMENT	POSTAGE	$31.42	
			Total For: FEDERAL EXPRESS		**$31.42**
Vendor: GALLS LLC					
	027952182	BP VEST W/CARRIER - KINGERY			$1,411.75
		POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMEN	$1,411.75	
	027952183	BP VEST W/CARRIER - ROOT			$1,411.75
		POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMEN	$1,411.75	
	027952184	BP VEST W/CARRIER - FLANIGAN			$1,411.75
		POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMEN	$1,411.75	
	027975700	BP VEST W/CARRIER - RAZON			$1,411.75
		POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMEN	$1,411.75	
	027864425	1 SAM BROWNE BELT; BARMORE CRO			$69.03
		POLICE DEPARTMENT	UNIFORM & CLOTHING	$69.03	
			Total For: GALLS LLC		**$5,716.03**
Vendor: GINNO CONSTRUCTION CO					
	2310-13	PH 1-PC 2/3 (CAPITAL CONST.) 04/01 THRU 04/30/24			$211,613.41
		JAMES E. RUSSELL SPORTS CENTER FAC	CAPITAL CONSTRUCTION SERVICES - BUILD	$181,925.00	
		JAMES E. RUSSELL SPORTS CENTER FAC	CAPITAL CONSTRUCTION SERVICES - BUILD	$29,688.41	
			Total For: GINNO CONSTRUCTION CO		**$211,613.41**
Vendor: GLAHE & ASSOCIATES INC					
	14394	PROF LAND SURVEY & MAPPING SVCS- DIVISION ST			$2,955.00
		STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUII	$2,955.00	
	14393	CORNER PERPETUATION-PLSS CORNER ON ONTARIO ST- SVCS THRU 05/04/24			$985.00
		CENTRAL SERVICES DEPARTMENT	TECH SVS - SRVY/INSPCT/ASSESS/MONITOF	$985.00	
			Total For: GLAHE & ASSOCIATES INC		**$3,940.00**
Vendor: GRIPTION TIRES INC					
	65585	FLAT REPAIR - SPORTS COMPLEX KUBOTA UTV			$20.00
		PARK MAINTENANCE & CAPITAL	SERVICES - AUTOMOTIVE - R&M	$20.00	
	65688	FLAT REPAIR LAWN TIRE - SPORTS COMP MOWER			$20.00
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$20.00	
	65915	FLAT REPAIR - ZERO TURN MWR - ALL PARKS			$25.00
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$25.00	
			Total For: GRIPTION TIRES INC		**$65.00**
Vendor: HENRY SCHEIN INC					
	86365452	1 CASE NITRILE GLOVES, 2 NASAL AIRWAYS			$
		FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMEN	$20.28	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
			Total For: HENRY SCHEIN INC		**$20.28**
Vendor: HMH ENGINEERING					
	M24005-01	PROJ MGMNT SVCS - CEDAR ST RECONSTRUCTION - THRU 04/21/24			$5,021.80
		STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARC	$4,168.00	
		WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUI	$853.80	
			Total For: HMH ENGINEERING		**$5,021.80**
Vendor: HRA VEBA TRUST					
	YA507-FRANK	RETIREMENT/SEPARATION - CLINT FRANK			$6,659.63
		FIRE DEPARTMENT - SANDPOINT	MISCELLANEOUS	$6,659.63	
	YA507-HILTON	RETIREMENT/SEPARATION - JACOB HILTON			$5,888.48
		FIRE - WESTSIDE FIRE DISTRICT	MISCELLANEOUS	$5,888.48	
			Total For: HRA VEBA TRUST		**$12,548.11**
Vendor: Ifeusa Branch					
	3576	INSTITUTION OF FIRE ENGINEERS MEMBERSHIP RENEWAL			$202.00
		FIRE DEPARTMENT - SANDPOINT	LICENSES/DUES & SUBSCR (JOB RELATED)	$202.00	
			Total For: Ifeusa Branch		**$202.00**
Vendor: INTERMOUNTAIN LOCK & SECURITY SUPPL					
	4077997	2)ALARM LOCKS-INTERPRETIVE CENTER RESTROOMS			$959.86
		GOVERNMENT BUILDING & GROUNDS DI	SERVICES - GROUNDS - R&M	$959.86	
			Total For: INTERMOUNTAIN LOCK & SECURITY SUPPL		**$959.86**
Vendor: INTERSTATE CONCRETE & ASPHALT					
	961029	ST/WD: ELASTI-PATCH POLYMER			$3,255.61
		STREET MAINTENANCE	ROADWAY/PATH SUPPLIES/EQUIPMENT	$1,627.80	
		WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	$1,627.81	
			Total For: INTERSTATE CONCRETE & ASPHALT		**$3,255.61**
Vendor: Intl Code Council Inc					
	101785698	BLDNG OFFCIAL TRNING MODULE			$69.00
		BUILDING DIVISION	TRAINING AND TRAVEL	$69.00	
	101785692	BLDNG OFFICIAL STUDY BOOKS			$425.20
		BUILDING DIVISION	BOOKS AND PERIODICALS	$425.20	
			Total For: Intl Code Council Inc		**$494.20**
Vendor: JACOBS ENGINEERING GROUP INC					
	W3Y13702-01	DEVELOPMENT APP REVIEWS-03/18 THRU 04/26/24			$22,222.34
		PLANNING DIVISION	TECH SERVICES - PLANNING	$22,222.34	
			Total For: JACOBS ENGINEERING GROUP INC		**$22,222.34**
Vendor: JARED RYAN SUNDBERG					
	1596	ST: 4 HRS LABOR ON LOADER			$700.00
		STREET MAINTENANCE	SERVICES - EQUIPMENT - R&M	$700.00	
			Total For: JARED RYAN SUNDBERG		**$7**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: J-U-B ENGINEERS INC					
	0172678	WWTP FCLTY BNDSCRN SVCS 3/31 THRU 4/27/24			$1,863.00
		WASTEWATER CAPITAL PROJECTS	CAPITAL EQUIPMENT & MACHINERY	$1,863.00	
	0172686	WWTP FCLTY PLAN PRJCT SVCS 02/03 THRU 04/27/24			$221.20
		WASTEWATER CAPITAL PROJECTS	TECH SERVICES - PLANNING	$221.20	
	0172833	MANHOLE REHAB - DESIGN SRVCS - 03/31 THRU 04/27/24			$11,600.00
		WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUI	$11,600.00	
	0173089	PROF SRVCS-PILOT CHIP SEAL PROGRAM - 03/31 THRU 04/27/24			$1,469.10
		STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARC	$1,469.10	
			Total For: J-U-B ENGINEERS INC		**$15,153.30**
Vendor: KELLER ASSOCIATES INC					
	0241429	DESIGN SERVICES SEWER LIFT STATIONS 04/01 THRU 05/04/24			$20,641.65
		WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUI	$20,641.65	
	0241123	BRIDGE ST REHAB DSGN SVCS 3/1 THRU 4/4/24			$9,800.00
		STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARC	$9,800.00	
			Total For: KELLER ASSOCIATES INC		**$30,441.65**
Vendor: KG & T SEPTIC INC					
	42308	PORTABLE TOILET MNTHLY RNTL & SRVC - 04/01/24 THRU 04/28/24			$2,517.64
		PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$372.12	
		PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$273.00	
		PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$198.03	
		PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$120.05	
		PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$273.00	
		RECREATION PROGRAMS	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$122.59	
		WATER TREATMENT	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$117.00	
		PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$133.50	
		PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$146.25	
		PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$249.00	
		PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$273.00	
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUI	$240.10	
	42327	TOILET RENTAL-HS TRACK MEET-CLARK FORK			$300.00
		RECREATION PROGRAMS	MULTI-PURPOSE WASTE DISPOSAL/PORTAL	$300.00	
			Total For: KG & T SEPTIC INC		**$2,817.64**
Vendor: KIs Hydraulics & Machine					
	105522	ST: DUMP TRK CONNECTOR			$80.81
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$80.81	
			Total For: KIs Hydraulics & Machine		**$80.81**
Vendor: KODIAK ADVERTISING					
	2938	3)NAMEPLATE-REC, CDP, COUNCIL			$118.00
		RECREATION PROGRAMS	OFFICE SUPPLIES/EQUIPMENT	$38.00	
		COMMUNITY DEVELOPMENT ADMINISTRA	OFFICE SUPPLIES/EQUIPMENT	$38.00	
		CITY COUNCIL	OFFICE SUPPLIES/EQUIPMENT	$42.00	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
			Total For: KODIAK ADVERTISING		**$118.00**
Vendor: Kokanee Coffee And Roast					
	413100523376	5LB COFFEE FOR CITY HALL			$52.50
		CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	$52.50	
			Total For: Kokanee Coffee And Roast		**$52.50**
Vendor: L.N. CURTIS & SONS					
	INV825814	UNIFORM PANTS FOR ETHAN COLBY			$205.68
		FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	$205.68	
			Total For: L.N. CURTIS & SONS		**$205.68**
Vendor: LAKE CITY LAW GROUP PLLC					
	37016	SYRINGA LITIGATION - SRVCS APR'24			$660.00
		WATER DISTRIBUTION	OTHER PROF SERVICE - LEGAL - LITIGATION	$660.00	
	37015	2023 CEDAR ST BRIDGE EASEMENT LITIGATION - MAR'24			$33.00
		LEGAL	OTHER PROF SERVICE - LEGAL - LITIGATION	$33.00	
	36423	2023 CEDAR ST BRIDGE EASEMENT LITIGATION - MAR'24			$103.64
		LEGAL	OTHER PROF SERVICE - LEGAL - LITIGATION	$103.64	
			Total For: LAKE CITY LAW GROUP PLLC		**$796.64**
Vendor: LOGAN SIMPSON DESIGN INC					
	33590	COMPREHENSIVE PLAN UPDATE - 01/01 THRU 04/26/24			$585.00
		GENERAL GOVERNMENT PROJECTS	PLANNING COMP PLAN SERVICES	$585.00	
			Total For: LOGAN SIMPSON DESIGN INC		**$585.00**
Vendor: MAINTENANCE SOLUTIONS INC					
	050828101	WWTP: (24) CANS - BUZZ SAW WASP KILLER			$590.18
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$590.18	
			Total For: MAINTENANCE SOLUTIONS INC		**$590.18**
Vendor: MICHAEL D. TERRELL					
	5875	TENNIS COURT REHAB DSGN SVCS MAY'24-TRAVERS PARK			$847.75
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUI	$847.75	
			Total For: MICHAEL D. TERRELL		**$847.75**
Vendor: MILLER PAINT COMPANY INC					
	83695108	ACRILITE VELVET WHITE PAINT 1 GL - CITY HALL			$54.95
		GOVERNMENT BUILDING & GROUNDS DI	OPERATIONAL SUPPLIES/EQUIPMENT	$54.95	
	83709292	2) INSL X TUFFCRETE CLEAR -FLOOR PAINT - LAKEVIEW			$90.00
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$90.00	
			Total For: MILLER PAINT COMPANY INC		**$144.95**
Vendor: MOBILE DATA SERVICES					
	23302	3 EA ZEBRA IN CAR PRINTER BATTERIES 5200 M			$218.68
		POLICE DEPARTMENT	COMPUTER SUPPLIES/EQUIPMENT	$218.68	
			Total For: MOBILE DATA SERVICES		**$2**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: NAPA AUTO PARTS					
	184925	5W30 AUTO FLUIDS			$3.29
		FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	$3.29	
	185632	24)AAA BATT, 2)9"BLADES, 1)FOAM-SHOP			$200.66
		FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	$200.66	
	185480	MOBILE MFS 5W20 QT - FORD RANGER			$5.99
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$5.99	
	185479	2) MOBIL MFS 5W20 QT - FORD RANGER			$11.98
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$11.98	
	183617	SC: UJOINT FOR SOFTWARE LFT STATION			$23.64
		WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	$23.64	
	183310	HOSE CLAMP & HOSE FOR ENGINE 01			$29.09
		FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	$29.09	
	182063	SPARK PLUG - SPORTS COMP			$2.96
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$2.96	
			Total For: NAPA AUTO PARTS		**$277.61**
Vendor: NATIONAL BARRICADE OF SPOKANE					
	219383	ST: (13) CROSSPIECE FLAT 12" STREET SIGNS			$303.00
		STREET MAINTENANCE	SIGNAGE SUPPLIES/EQUIPMENT	$303.00	
	219455	ST: (37) 12" CROSSPIECE SGN BRCKT			$798.00
		STREET MAINTENANCE	TRAFFIC CONTROL SUPPLIES/EQUIPMENT	$798.00	
			Total For: NATIONAL BARRICADE OF SPOKANE		**$1,101.00**
Vendor: National Emergency Train					
	T0032-133262	T0032-MEAL TICKET-FIRE ACADEMY-LEADERSHIP IN SUPERVISION-LORENA HANS			$358.23
		FIRE DEPARTMENT - SANDPOINT	TRAINING AND TRAVEL	$358.23	
			Total For: National Emergency Train		**$358.23**
Vendor: NEWMAN SIGNS INC					
	TRFINV053735	ST: STREET SIGN RPLCMNT/NEW DLVPMNT SNGS			$479.38
		STREET MAINTENANCE	SIGNAGE SUPPLIES/EQUIPMENT	$479.38	
	TRFINV053799	ST: 14) TRAFFIC SIGNS			$667.55
		STREET MAINTENANCE	SIGNAGE SUPPLIES/EQUIPMENT	$667.55	
			Total For: NEWMAN SIGNS INC		**$1,146.93**
Vendor: NORTH 40 OUTFITTERS					
	44785/B	TIMMER LINE - ROW TRIMMING			$34.99
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$34.99	
	044721/B	WWTP: 2 GALLONS ROUND UP & 1 GALLON DREXEL WEED KILLER			$74.98
		WASTEWATER TREATMENT	FACILITY SUPPLIES	$74.98	
	044817/B	ST: (3) WATERPROOF UTILITY CASE			$59.97
		STREET MAINTENANCE	TRAFFIC CONTROL SUPPLIES/EQUIPMENT	$59.97	
	044804/B	WTP: LAWN SEED/WEED & FEED			$214.97
		WATER TREATMENT	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$214.97	
	044679/B	WTP: SCREWDRIVER/WRENCH/PLIERS			$1

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		WATER TREATMENT	TOOLS	$102.96	
	44597/B	TRMMR, LINE, CHN SW MAINT, TRMMR HD, BLWR - SPORTS COMPLEX			$1,017.95
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$1,017.95	
	44738/B	BATTERY - POLARIS SIDE BY SIDE FLOWER BUGGY			$119.99
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$119.99	
	044839/B	WTP: 3 TON HYDRAULIC JACK			$319.98
		WATER TREATMENT	TOOLS	$319.98	
	044816/B	WTP:SPREADER/OIL/GLYPHOSATE/BREAKER BAR			$349.90
		WATER TREATMENT	TOOLS	$42.99	
		WATER TREATMENT	FACILITY SUPPLIES	$306.91	
	044835/B	3 PK BRWN NAIL, BRUSH POLY - BEACH SNACK SHACK			$17.36
		CITY BEACH CONCESSIONS	OPERATIONAL SUPPLIES/EQUIPMENT	$17.36	
	044895/B	WWTP: MOWER BLADE/NUTS & BOLTS			$37.63
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$37.63	
	044928/B	WWTP: 2" SUCTION HOSE			$24.09
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$24.09	
	044927/B	WWTP: BULK FASTENERS			$42.99
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$42.99	
	044785/B	TRIMMER LINE - ROW			$34.99
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$34.99	
	44913/B	TRIMMER LINE - ROW MOWING			$44.99
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$44.99	
	44907/B	2) MEASURING PITCHER 8OZ, 2) BACKPACK SPRAYER - ALL PARKS			$185.96
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$185.96	
	044791/B	TRMMR HED, JCK MARINE W/WHL, 2) 10" NO FLT WHL, 2) CASTR 10" NO FLAT RGD			$219.94
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$219.94	
	044855/B-C	CREDIT-2) 10" NO FLAT WHL - MEMORIAL			$(59.98)
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$(59.98)	
			Total For: NORTH 40 OUTFITTERS		**$2,843.66**
Vendor: NORTHWEST PLAYGROUND EQUIP INC					
	53379	(3) 6' CAST IRON BENCHES W/FREIGHT			$5,029.27
		STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	$4,188.00	
		STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	$1,050.67	
		STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	$(209.40)	
			Total For: NORTHWEST PLAYGROUND EQUIP INC		**$5,029.27**
Vendor: Onestepgpscom					
	1388857	16 - GPS DEVICES - MAY '24			$223.20
		POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY MISC	$223.20	
	1383805	2 - GPS DEVICES (STARTUP) APR '24			$55.80
		POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY MISC	$55.80	
			Total For: Onestepgpscom		**$279.00**
Vendor: OXARC INC					
	0032070251	WWTP: CHL & SO2 GAS REFILL - APR'24			$4,6
		WASTEWATER TREATMENT	CHEMICAL SUPPLIES	$4,685.68	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	0032077227	ST: 200 SETS OF EARPLUGS			$51.00
		STREET MAINTENANCE	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMEN	$51.00	
	0032063472	WWTP: 10 CYL CHLORINE			$6,299.00
		WASTEWATER TREATMENT	CHEMICAL SUPPLIES	$6,299.00	
			Total For: OXARC INC		**$11,035.68**
Vendor: PACWEST MACHINERY LLC					
	30420795	ST:SWPR HEAD INLET HOSE			$890.35
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$890.35	
			Total For: PACWEST MACHINERY LLC		**$890.35**
Vendor: PAPE MACHINERY INC					
	15307576	WWTP: WEEDWACKER HEAD			$28.99
		WASTEWATER TREATMENT	FACILITY SUPPLIES	$28.99	
			Total For: PAPE MACHINERY INC		**$28.99**
Vendor: PASSPORT LABS INC					
	INV-1045400	PARKING TICKET PROCESSING FEE & LETTERS SENT APR '24			$2,881.26
		POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETIN	$2,881.26	
			Total For: PASSPORT LABS INC		**$2,881.26**
Vendor: PEAK SAND & GRAVEL INC					
	98124	3.60 TON BASALT ROCK - ROW - PLANTERS			$88.20
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$88.20	
	98032	4.05 TON BASALT ROCK - PLANTER BOXES - ROW			$99.23
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$99.23	
	97958	3.70 TON BASALT A ROCK - ROW PLANTER BOXES			$90.65
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$90.65	
			Total For: PEAK SAND & GRAVEL INC		**$278.08**
Vendor: PONDERAY NURSERY AND GARDEN					
	051624	SHREDDED BARK 4 YDS - ROW PLANTER BOXES			$175.10
		STREET MAINTENANCE	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$175.10	
			Total For: PONDERAY NURSERY AND GARDEN		**$175.10**
Vendor: Safeway #0350					
	00080602	SPOONS,CUPS-COFFEE BREAK- MAY'24			$11.98
		CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$11.98	
	00027758	FRUIT,BAGELS,YOGURT-COFFEE BREAK-MAY'24			$43.40
		CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	$43.40	
			Total For: Safeway #0350		**$55.38**
Vendor: SANDPOINT BUILDING SUPPLY					
	2466035	DOUG FIR 4X4 8' - SPORTS COMP BENCH REPAIR			$34.28
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$34.28	
	2466062	3) DOUG FIR 2X10X8 - ALL PARKS - PICNIC TABLES			$
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$42.00	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	2465838	RED CEDAR HAND-SPLIT SHAKES - BEACH HUT			$128.00
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$128.00	
	2465319	SC: 2X6X8 DOUG FIR FOR SHOP FRAME			$29.76
		WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	$29.76	
	2465456	SC: 4X8 PLYWOOD FOR SHOP FRAME MOD			$99.97
		WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	$99.97	
			Total For: SANDPOINT BUILDING SUPPLY		**$334.01**
Vendor: SANDPOINT FURNITURE CARPET ONE					
	051024	2 MATTRESS & 2 BOX SPRINGS FOR ST 1 DORMS			$747.00
		FIRE DEPARTMENT - SANDPOINT	FACILITY SUPPLIES	$747.00	
			Total For: SANDPOINT FURNITURE CARPET ONE		**$747.00**
Vendor: Sandpoint Super Drug					
	F77024/1	16PK AAA BATTERIES			$17.09
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$17.09	
			Total For: Sandpoint Super Drug		**$17.09**
Vendor: SANDPOINT SUPER DRUG					
	23934/1	3/4" TEE, 2) ADPTR - BEACH WATER LINE REPAIR			$9.51
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$9.51	
			Total For: SANDPOINT SUPER DRUG		**$9.51**
Vendor: SANDPOINT URBAN RENEWAL AGENCY					
	051624-SURA	APR'24 TAX RECEIPTS COLLECTED			$45,478.84
		UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DC	$26,601.37	
		UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NC	$2,101.50	
		UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NC	$15.19	
		UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NC	$16,760.78	
			Total For: SANDPOINT URBAN RENEWAL AGENCY		**$45,478.84**
Vendor: SELKIRK PRESS INC					
	20715	250 BUSINESS CARDS-ERIK BUSH			$52.00
		ENGINEERING DIVISION	PRINTING AND BINDING	$52.00	
			Total For: SELKIRK PRESS INC		**$52.00**
Vendor: SHAWN HENDERSON					
	114-2010893-3817843R	REIMB FOR ST PWR BITS			$21.18
		STREET MAINTENANCE	TOOLS	$21.18	
			Total For: SHAWN HENDERSON		**$21.18**
Vendor: SMS AUTOMOTIVE & MARINE INC					
	2155	REPLACE CABLE ON CAMERA - PLATE P313			$68.25
		POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	$68.25	
	2162	ENGINE DIAGNOSTIC AND REWIRE VHF RADIO POWER			$385.13
		FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	$385.13	
			Total For: SMS AUTOMOTIVE & MARINE INC		**$4**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: SOUTH FORK HARDWARE (FIRE)					
	374832	SPRAY PAINT FOR THE FIRE BOAT			$7.29
		FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	$7.29	
			Total For: SOUTH FORK HARDWARE (FIRE)		**$7.29**
Vendor: SOUTH FORK HARDWARE (PARKS)					
	374759	PAINT BRUSH, HOSE CLMP - IRRIGATION - CITY HALL			$12.38
		GOVERNMENT BUILDING & GROUNDS DI	IRRIGATION SUPPLIES	$12.38	
	374773	20) NUTS AND BOLTS - SPRTS COMP			$4.16
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$4.16	
	374842	3/8 BRASS PLG, MOUSE TRP - BEACH			$6.98
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$6.98	
	374617	16) KEYS & ACCESSORIES - BEACH			$30.84
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$30.84	
	374371	9VLT BTTRY, MASKING TAPE - IRRIGATIONS - ALL PARKS			$23.28
		PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	$23.28	
	374356	2) 4" 100PC TIES, 4)3/8 QUIC LNK - TRAV TENNIS WND SCRN - SPRTS COM			$25.74
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$25.74	
	375107	30) NTS & BLTS, A19 BULB - SPORTS COMPLEX			$34.09
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$34.09	
	373988	6) 10PK STL FBRC PIN - ROW PLANTERS			$19.74
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$19.74	
	374063	BLU TRP CVER - SHOP TOOL			$12.99
		PARK MAINTENANCE & CAPITAL	TOOLS	$12.99	
	374117	HOSE, 5 GAL PAIL - SPORTS COMP			$56.96
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$56.96	
	373963	8) RING CLPS, 3) CHN CNNCTRS, KITCHEN BAGS - MEMORIAL			$52.28
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$52.28	
	374263	WEEDER - BEACH TOOL			$7.49
		PARK MAINTENANCE & CAPITAL	TOOLS	$7.49	
	374186	10) FBRC PN - ROW PLANTER BOXES			$32.90
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$32.90	
	374206	ADPTR, SCRW, GLV NPPL, SCREW - ALL PARKS IRRIGATION			$40.35
		PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	$40.35	
	375474	RECTORSEAL, IPS BALL VALVE, BRASS NIPPLE, BRASS ELBOW - LAKEVIEW RESTF			$142.08
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$142.08	
	375483	8) NUTS & BOLTS - BEACH			$4.08
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$4.08	
	375505	FITTINGS & BUSHINGS- LAKEVIEW RESTROOM REPAIR			$170.70
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$170.70	
	375570	7)PIPE STRAP, 2)ADAPTERS, CONNECTORS, BUSHINGS- LAKEVIEW RESTROOM RE			$41.72
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$41.72	
	375611	2)STRAP, CRIMP RING, 24) NUTS & BOLTS - LAKEVIEW RESTROOM REPAIR			$23.55
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$23.55	
	375163	2) 5 GAL PAIL WHT, SMALL PAIL - FLOWER BASKETS			$
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$24.97	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	375399	2)IN-LINE NZZL, LRG GLOVE - FLOWER BASKETS			$33.57
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQU	$33.57	
	376130	NOZZLE, TOILET SEAL, WASHR & BOLTS, 8) PVC CAP - LAKEVIEW			$42.09
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$42.09	
	375642	CARBIDE DRILL BIT - PLUMBING - LAKEVIEW			$8.49
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$8.49	
	375639	1)100PC YEL CBL TI, PVC WALL BND, PVC P-TRP - UTIL SNK CONCES - MEMORIAL			$16.47
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$16.47	
	376141	TOILET SUPPLY LINE - LAKEVIEW			$6.99
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$6.99	
	375779	2) QT DAP CONCRTE PATCH - LAKEVIEW			$25.98
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$25.98	
	375700	FAUCET, BRASS COUPLING, 2 WAY CONNECTOR - MEMORIAL			$59.95
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$59.95	
	375685	PEX ADPTR, 2) ELBOW GALV, 2) GALV NPPL, RETURN 2 PEX ADPTR & 2 GEN MERC			$1.69
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$1.69	
	375721	2)COPPR ADAPTR, BRS CUPLNG - BEACH			$11.47
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$11.47	
	375812	10) NUTS AND BOLTS - LAKEVIEW			$15.50
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$15.50	
	375778	PVC PRIMR, PIPE, PLUG; PIPE CEMENT, SEALANT-IRRIGATION - COMM HALL			$32.64
		GOVERNMENT BUILDING & GROUNDS DI	IRRIGATION SUPPLIES	$32.64	
	375775	2) ASSRTD PUSH PNS, 3) CUTOFF WHL - SPORTS COMP			$15.75
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$15.75	
			Total For: SOUTH FORK HARDWARE (PARKS)		**$1,037.87**
Vendor: SOUTH FORK HARDWARE (PUB WKS)					
	373890	WWTP: FIP/MIP/SWVL ADAPTERS & HOSE CLAMP			$11.46
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$11.46	
	374585	WWTP: 3/8 DR10MM SOCKET & TAPE MEASURE			$28.28
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$28.28	
	374313	ST: TAPE MEASURE; 2)MINI PAINT ROLLER			$31.17
		STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	$31.17	
			Total For: SOUTH FORK HARDWARE (PUB WKS)		**$70.91**
Vendor: Spokane International Air					
	T0017-32930	T0017-AIRPORT PARKING-2024 MAIN ST NOW CONF			$45.00
		CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	$45.00	
			Total For: Spokane International Air		**$45.00**
Vendor: Springhill Suites					
	T0017-72818-2	T0017- HOTEL HOLD CHARGE-2024 MAIN ST NOW CONF			$0.02
		CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	$0.02	
	T0017-72818	T0017-HOTEL-2024 MAIN ST NOW CONF			$590.10
		CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	$590.10	
			Total For: Springhill Suites		**$5**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: Sq *king Cab Co					
	T0017-050524	T0017-CAB SRVCS @ CONF 2024 MAIN ST NOW CONF			$30.00
		CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	$30.00	
	T0017-013676	T0017-CAB SRVCS-CONF 2024 MAIN ST NOW CONF			$30.00
		CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	$30.00	
			Total For: Sq *king Cab Co		**$60.00**
Vendor: STEVE MULLIN					
	CONTRA-JUN'24	CONTRA DANCE BAND FOR LIVE MUSIC JUNE 14,2024			$225.00
		RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	$225.00	
			Total For: STEVE MULLIN		**$225.00**
Vendor: STONEWAY ELECTRIC SUPPLY					
	S104341614.002	ST: BULBS FOR DECORATIVE LIGHTS			$588.55
		STREET MAINTENANCE	STREET LIGHTING SUPPLIES/EQUIPMENT	$588.55	
	S104360288.001	LIGHT BULB - DTS			$8.10
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$8.10	
	S104361660.001	HOT WATER TANK CIRCUIT BRAKER - SPORTS COMP			$41.11
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$41.11	
			Total For: STONEWAY ELECTRIC SUPPLY		**$637.76**
Vendor: STRIPE RITE INC					
	64515	TRAFFIC LANE STRIPING & STRIPE REMOVAL- DIVISION			$34,183.83
		STREET MAINTENANCE	SERVICES - PAINTING/THERMOPLASTIC	$31,207.83	
		STREET MAINTENANCE	SERVICES - PAINTING/THERMOPLASTIC	$2,976.00	
			Total For: STRIPE RITE INC		**$34,183.83**
Vendor: SUN RENTAL CENTER INC					
	291909	BRKR HAMMR, DOLLY, MOLI PNT BIT, CHSL BIT - RSTRM REPAIR - LAKEVIEW			$76.00
		PARK MAINTENANCE & CAPITAL	RENTAL OF EQUIPMENT AND VEHICLES	$76.00	
			Total For: SUN RENTAL CENTER INC		**$76.00**
Vendor: SUPER 1 FOODS INC					
	TC:06-3869090	2-BATH TISSUE			$43.56
		FIRE DEPARTMENT - SANDPOINT	FACILITY SUPPLIES	$43.56	
			Total For: SUPER 1 FOODS INC		**$43.56**
Vendor: The Riverside Hotel					
	T0030-527918	T0030 - LODGING - ILETS CONFERENCE - BOISE 04/29 THRU 05/01/24			$330.00
		POLICE DEPARTMENT	TRAINING AND TRAVEL	$330.00	
			Total For: The Riverside Hotel		**$330.00**
Vendor: TMG SERVICES INC					
	0051749-IN	WWTP: ANNUAL CL2 & SO2 MAINT SVCS - SRVC KITS & PARTS			$6,969.90
		WASTEWATER TREATMENT	SERVICES - EQUIPMENT - R&M	$6,969.90	
			Total For: TMG SERVICES INC		**$6,9**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: Uber Trip					
	T0017-050624-2	T0017-UBER-SHUTTLE @ CONF 2024 MAIN ST NOW CONF			$7.16
		CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	$7.16	
	T0017-050624	T0017-UBER-SHUTTLE @ CONF 2024 MAIN ST NOW CONF			$7.14
		CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	$7.14	
	T0017-050724	T0017-UBER-SHUTTLE @ CONF 2024 MAIN ST NOW CONF			$6.14
		CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	$6.14	
				Total For: Uber Trip	**$20.44**
Vendor: USA BLUE BOOK					
	INV00369540	WTP: 2PK TREATMENT PLANT LOG BOOK			$144.91
		WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$144.91	
				Total For: USA BLUE BOOK	**$144.91**
Vendor: Usps Po 1581250864					
	033039	RETURN SHIPPING FOR TRAINING BOOKS			$11.70
		FIRE DEPARTMENT - SANDPOINT	POSTAGE	$11.70	
				Total For: Usps Po 1581250864	**$11.70**
Vendor: VAN HOUTEN CONSULTING & DESIGN LLC					
	00985	TENNIS COURT REHAB ENG SVCS 04/15/24 - 5/15/24 - TRAVERS PARK			$5,024.00
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUI	$5,024.00	
	00984	TRAVERS PARK PH II PLAYGROUND SPLASHPAD-ENGINEERING SVCS			$11,940.00
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUI	$5,970.00	
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUI	$5,970.00	
				Total For: VAN HOUTEN CONSULTING & DESIGN LLC	**$16,964.00**
Vendor: Wal-Mart #2485					
	02533	WET LAB TRAINING - NEW OFFICERS			$58.91
		POLICE DEPARTMENT	TRAINING AND TRAVEL	$58.91	
				Total For: Wal-Mart #2485	**$58.91**
Vendor: WELLS FARGO BANK					
	112-3263066-1960209R	REFUND-1-NAME PLATE HOLDERS			$(14.99)
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$(14.99)	
	113-1555680-4239433R	REFUND-SUMMER SHORTS FOR CRO'S (1 PAIR TENNISON, 1 PAIR PARSEN, 2 PAIR			$(55.98)
		POLICE DEPARTMENT	UNIFORM & CLOTHING	$(55.98)	
				Total For: WELLS FARGO BANK	**$(70.97)**
Vendor: WESTERN STATES EQUIPMENT CO					
	IN002751536	EQUIPMENT RENTAL - TRAVERS PARK INC PLAYGROUND CONCESSION/RESTROO			$2,119.50
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUI	$1,059.75	
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUI	$1,059.75	
	IN002799457	ST: CAT C7 - REBUILT SNOWBLOWER ENGINE			$17,902.56
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$10,885.19	
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$2,148.44	
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$2,478.42	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$2,183.99	
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$206.52	
			Total For: WESTERN STATES EQUIPMENT CO		**$20,022.06**
Vendor: WILLIAMS SCOTSMAN INC					
	9020967925	WWTP: MODULAR RNTL 5/19 THRU 6/18/24			$1,211.43
		WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	$785.40	
		WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	$19.64	
		WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	$206.26	
		WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	$22.00	
		WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	$5.00	
		WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	$70.00	
		WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	$103.13	
			Total For: WILLIAMS SCOTSMAN INC		**$1,211.43**
Vendor: WITMER PUBLIC SAFETY GROUP INC					
	INV474433	UNIFORM PINS			$22.72
		FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	$22.72	
	INV483282	UNIFORM BOOTS FOR REBECCA HEINER			$369.99
		FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	$369.99	
			Total For: WITMER PUBLIC SAFETY GROUP INC		**$392.71**
Vendor: Yokes Fresh Market					
	001013	JUICE,YOGURT,CREAM CHEESE,DONUTS-COFFEE BREAK-MAY'24			$48.64
		CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	$48.64	
			Total For: Yokes Fresh Market		**$48.64**
Vendor: ZIPLY FIBER					
	1464-052224	208-255-1464-051600-5 - PHONE CHGS - CITY HALL - MAY'24			$640.50
		WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	$194.08	
		WASTEWATER TREATMENT	TELEPHONE - LANDLINE & OTHER	$58.22	
		CITY BEACH CONCESSIONS	TELEPHONE - LANDLINE & OTHER	$58.22	
		RECREATION PROGRAMS	TELEPHONE - LANDLINE & OTHER	$58.22	
		POLICE DEPARTMENT	TELEPHONE - LANDLINE & OTHER	$58.22	
		WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	$194.07	
		STREET MAINTENANCE	TELEPHONE - LANDLINE & OTHER	$19.47	
	0989-052524	208-265-0989-120808-5 - PHONE CHGS - MAY'24			$59.98
		WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	$59.98	
	6269-052224	208-001-6269-112195-5 - PHONE CHGS - 911 TRANSFER - MAY'24			$13.80
		POLICE DEPARTMENT	TELEPHONE - LANDLINE & OTHER	$13.80	
	0918-052224	208-265-0918-011609-5 - PHONE CHGS - FISHBACK - MAY'24			$59.97
		WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	$59.97	
	3469-052524	208-263-3469-051600-5 - PHONE CHGS - TURTLE ROCK - MAY'24			$42.44
		WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	$42.44	
	5035-051324	208-265-5035-032709-5 - PHONE CHGS - MAY '24			$59.97
		WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	$59.97	
	6708-052224	208-263-6708-072417-5 - PHONE CHGS - CITY HALL -MAY'24			$1

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	$100.00	
			Total For: ZIPLY FIBER		**$976.66**
Vendor: ZOOM VIDEO COMMUNICATIONS INC					
	INV256851333	ZOOM ONLINE VIDEO MEETINGS & WEBINARS MAY'24-MAY'25			$2,159.91
		INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SASS - VIDEO SURV/REC/CONF	$299.80	
		INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SASS - VIDEO SURV/REC/CONF	$1,400.00	
		INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SASS - VIDEO SURV/REC/CONF	$480.00	
		INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SASS - VIDEO SURV/REC/CONF	$(19.89)	
			Total For: ZOOM VIDEO COMMUNICATIONS INC		**$2,159.91**

City of Sandpoint Payroll Breakdown for May 2024

05/30/2024 Employee Benefit Compensation Report

5/1/2024 To 5/31/2024

Employee ID	WAGES Employer Total	SUPPLEMENTAL Employer Total	DENTAL Employer Total	TAXES Employer Total	MEDICAL Employer Total	RETIREMENT Employer Total	Employer Total
	622,541.67	16,890.16	4,050.00	43,547.81	94,805.32	80,119.46	861,954.42

Payables Total: $600,697.33
May 1-31, 2024 Payroll: $861,954.42
Grand Total: $1,462,651.75

Signature: _____ Date: _____

Printed Name: _____

City of Sandpoint

Financial Report on Cash and Investment Transactions

April 30, 2024

FUND	BALANCE 3/31/24	DEBIT	CREDIT	BALANCE 4/30/24
General Fund Undesignated	8,187,426	1,542,048	1,220,177	8,509,297
General Fund Designated - Reserves	7,359,806	-	-	7,359,806
General Fund Designated - Other	1,529,351	54,436	24,681	1,559,107
Special Revenue:				
Fiber	92,064	23,826	8,483	107,406
Impact Fees	2,602,055	29,395	6,700	2,624,750
Recreation	462,465	19,984	12,394	470,054
Park Capital Improvement	6,623,025	82,190	299,088	6,406,127
Enterprise:				
Sanitation	470,883	71,723	58,908	483,698
Water	6,051,714	324,175	254,392	6,121,497
Water - Reserve Capital	9,485,456	138,014	-	9,623,470
Water - Reserve Watershed Protection	559,630	2,542	-	562,171
Water - Restricted	133,186	430	-	133,617
Wastewater	5,011,286	490,174	238,043	5,263,417
Wastewater - Reserve I&I Collection	1,821,741	8,274	-	1,830,015
Wastewater - Reserve Capital	11,314,743	79,917	-	11,394,661
Water and Wastewater Debt Service	948,868	4,310	-	953,177
Fiduciary:				
LID Guarantee	36,937	168	-	37,104
LID Combined	206,503	938	-	207,440
Payroll Benefit Clearing	824,348	450,752	737,913	537,187
GRAND TOTAL	63,721,485	3,323,295	2,860,780	64,184,000

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sarah Lynds

Sarah Lynds, Finance Director
City of Sandpoint, Idaho

City of Sandpoint
Cash and Investments
April 30, 2024

Description	City's Balance
Wells Fargo Bank	
Checking Account	1,520,067
Idaho State Investment Pool	
State Investment Pool Account	62,663,432
Cash on Hand	
Petty Cash	500
Total	64,184,000

I HEARBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sarah Lynds

Sarah Lynds, Finance Director
City of Sandpoint, Idaho

MEMO

TO: Sandpoint City Council
FROM: Mayor Jeremy Grimm
DATE: June 5, 2024
SUBJECT: City Commission, Advisory Committee and Board Appointments

I have chosen the applicants listed on the pages that follow to build the reactivated Parks and Recreation Commission and Pedestrian and Bicycle Advisory Committee. Next to each applicant's name, you will see an indication as to their city residency and my proposed expiration date for their initial term. You will note that term expiration dates are staggered for each committee to ensure that the entirety of the initial appointments do not all expire the same year. Should the Mayor wish to reappoint, those serving for an initial one or two year term would have the opportunity to serve for a new full three year term following their initial term expiration.

It goes without saying that I am so appreciative of these citizens' willingness to step forward and volunteer in this capacity to serve our community, and I am delighted to see the formation of these committees coming to fruition.

Thank you in advance for your consideration of the confirmation of these appointments.

Parks and Recreation Commission Appointments

Chris Ankney– City of Sandpoint resident (proposed term expiration: May 31, 2025)

Chris is a local business owner with a 25-year background in outdoor, adventure program and behavioral health industries. He has a broad knowledge of sustainable business practices, construction, and property management. He looks forward to contributing his skills to help foster the success of Parks and Recreation in the Sandpoint community.

Cynthia Reopelle– City of Sandpoint resident (proposed term expiration: May 31, 2025)

Cynthia has worked with students, parents, teachers and coaches for 39 years. This experience has provided her with leadership skills and the ability to work with a variety of ages and personalities. She has organized and ran several volleyball tournaments which includes Districts for Washington State Volleyball. She also has organized several school activities such as Junior High graduation, Health fairs and other after school activities.

David Miles– City of Sandpoint resident (proposed term expiration: May 31, 2025)

David has professional experience in the youth education field. He was the Principle at Lake Pend Oreille Alternative School, Sandpoint High School and Boundary County Middle School and currently is a teacher a Lake Pend Oreille Alternative High School. David has coached several sporting events, along with playing other supportive roles such as: Judge, Announcer, Clock/Scorekeeper and Concession Stand Supervisor and Manager.

Eric Donnenfeld– City of Sandpoint resident (proposed term expiration: May 31, 2026)

Eric is an active member and business owner in the community, he was born and raised in Sandpoint and also is raising his family here. He participated in completing both phase I and II of the Pend d' Oreille Bay trail. He is an avid bicyclist and was the ride director of the Fun Ride for the Chafe 150.

Gwen Victorson– City of Sandpoint resident (proposed term expiration: May 31, 2026)

Gwen was an active Parks and Recreation Commissioner, serving as the Vice Chair from 2010 through the last commission term. She also was a steering committee member on the Sandpoint Parks Master Plan. She has high hopes for the City of Sandpoint and want to continue to see it succeed as it relates to Parks and Recreation, she feels her education and background will continue to be an asset.

Jessica Jansen– City of Sandpoint resident (proposed term expiration: May 31, 2026)

Jessica has served on the Pedestrian and Bicycle Committee. She has an extensive educational and professional background in early childhood education and has also served on the board and was the treasurer of Selkirk School. Jessica has raised her family in this community, frequenting the local playgrounds, parks, beach, trail systems, shooting ranges. Her family has participated in City recreational programming such as tennis camps, "Unplug and Be Outside" events, "Brownells/NRA Daughters and Sons Day at the Range" and beginner Pickleball sessions for over 12 years. As a parent, nurse and educator, Jessica is prepared for this role and can offer relevant perspective on the needs of a dynamic, growing community that seeks abundant, affordable recreational opportunities for members of all ages and abilities.

Josh Delucchi – Bonner County resident, not in city limits (proposed term expiration: May 31, 2027)

Josh looks forward to participating on the Parks and Recreation Commission to advise the directors and city council as they navigate the challenges of a growing city. He has been a member of the Sandpoint Disc Golf Club, Board member of Great Northern Disc Golf, organizer of Sandpoint Ultimate Frisbee and helped City Staff start Adult Flag Football.

Taylor Long– City of Sandpoint resident (proposed term expiration: May 31, 2027)

Taylor has a Bachelor of Science in Recreation, Parks and Tourist Management, she currently has a job with Idaho Department of Health and Welfare. She enjoys sailing, skiing, hockey and backpacking.

Tyler Wagner– City of Sandpoint resident (proposed term expiration: May 31, 2027)

Tyler has lived in Sandpoint for 5 years. He has a love for the Sandpoint community and wants to make it a place where everyone has the chance to recreate outside and inside. He is a soccer coach, a rotary member, and a local real estate agent. He would like to help the city improve the parks that exist and support planning efforts for more parks and sports facilities in Sandpoint.

Pedestrian and Bicycle Advisory Committee Appointments

Cate Huisman– City of Sandpoint resident (proposed term expiration: May 31, 2025)

Cate has lived in Sandpoint for 24 years and intimately understands the needs of pedestrian and cyclist safety and access issues. She was a long-time member of the Sandpoint Planning and Zoning Commission and has professional experience as a writer and editor. Cate has authored many funding proposals, has coordinated and operated outdoor education programs and devoted many years as a volunteer in the youth education sector.

Erin Billings– City of Sandpoint resident (proposed term expiration: May 31, 2025)

Erin Billings is the Safe Routes to School Coordinator for the LPOSD. Through that position, she develops and maintains relationships with community partners to promote and increase awareness for safe walking and biking practices. Erin has worked with City staff to update the Sandpoint Multimodal Transportation Master Plan and supported safety walk audits for the City.

Evan Lewis– City of Sandpoint resident (proposed term expiration: May 31, 2025)

Evan has experience as a Parks & Recreation Manager and Baseball Coach. Additionally, he brings 10+ years of volunteer experience for organizations such as:
The Mayfly Project: a non-profit focused on exposing foster kids to fly fishing.
The Aurora Youth Options: a non-profit that aims to help at-risk middle and high school youth by partnering them with mentors that share interests.
Flyers for Kids: a non-profit that provides opportunities for disadvantaged kids to experience events in their community.
As a resident and employer in Sandpoint, he looks forward to sharing his skills and experience to serve the Sandpoint community.

Jennifer Heller– City of Sandpoint resident (proposed term expiration: May 31, 2026)

Jennifer has experience with serving on committees, she also is a city resident who prides herself on using alternative modes of transportation such as: biking, walking, and cross-country skiing. She has lived in a variety of countries that use varying methods of primary/public transportation. Jennifer is looking forward to providing thoughtful action in preserving the "walk-ability/bike-ability" of Sandpoint.

Julie Perchynski– City of Sandpoint resident (proposed term expiration: May 31, 2026)

Julie has owned a home in Sandpoint for 30 years and prefers to walk or ride her bike as her main mode of transportation. She looks forward to being a part of making Sandpoint safer and easier for pedestrians.

Molly O'Reilly– City of Sandpoint resident (proposed term expiration: May 31, 2026)

Molly is a passionate champion for active transportation. She is a founding member of the Idaho Walk Bike Alliance, Board Member of the America Walks, Sensible Transportation Options for People, a member of the Portland Metro Area Transportation Policy Alternatives Committee and served on the Sandpoint Pedestrian and Bicycle Advisory Committee from 2004-2019.

Radley Peterson– City of Sandpoint resident (proposed term expiration: May 31, 2027)

Radley is eager to be a part of the Pedestrian and Bicycle Advisory Committee because he has lived in Sandpoint for seven years and relies on his bike as his primary mode of transport during the warmer months. Radley has developed a strong understanding of the City's multimodal transit's strengths and weaknesses. He is passionate about working towards a more cohesive, safe, and user-friendly system that can better serve the community and encourage more people to consider biking and walking as viable daily options.

Taylor Prather– City of Sandpoint resident (proposed term expiration: May 31, 2027)

Taylor has been a part of the Sandpoint community since 2022. She understands the challenges presented for pedestrians and cyclists and is keen on getting involved to make this town a better place for all. Taylor has a background in communications, public relations, along with experience as a leader and volunteer.

Reid Weber– Bonner County resident, not in city limits (proposed term expiration: May 31, 2027)

Reid's desire to volunteer and support Sandpoint through the Pedestrian and Bicycle Advisory Committee stems from memories as a child growing up here, riding his bike from morning to evening to get around from school to the beach, to friends' houses and beyond. This was his means of transport, and it made the city accessible to his age group and widened the perspective around him. As an avid road bicyclist, he often commutes to work from his home just outside city limits and has a clear understanding of the current state of access, pinch points, and connections throughout the city. He has a background as an architect/designer and understands how cities can be designed to accommodate pedestrians and bicyclists.

CITY OF SANDPOINT
AGENDA REPORT

DATE: May 17, 2024

TO: MAYOR AND CITY COUNCIL

FROM: Cassidy Brocaille, Executive Assistant and Special Event Permit Coordinator, Jeremy Grimm, Mayor of Sandpoint

SUBJECT: Approve A24-1970-1 The Festival at Sandpoint Lease Agreement

DESCRIPTION/BACKGROUND: Staff is seeking approval of the 2024 Festival at Sandpoint lease. The Festival at Sandpoint is requesting to lease War Memorial Field beginning July 19, 2024 and ending August 8, 2024. The Festival will pay to the City $2.00 per ticket redeemed, including each ticketed event included in season tickets. In addition, the Festival will also reimburse the City for actual utility usage during the events and performances.

STAFF RECOMMENDATION: City staff asks City Council to approve the staff-developed A24-1970-1 The Festival at Sandpoint Lease Agreement 2024.

ACTION: Approve A24-1970-1 The Festival at Sandpoint Lease Agreement 2024

WILL THERE BE ANY FINANCIAL IMPACT? Yes

HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:
Proposed Resolution
A24-1970-1 The Festival at Sandpoint 2024 Lease Agreement
The City of Sandpoint Official Special Event Permit

No: 24-
Date: June 5, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: THE FESTIVAL AT SANDPOINT LEASE OF WAR MEMORIAL FIELD

WHEREAS: The Festival at Sandpoint ("The Festival") desires to lease Sandpoint's War Memorial Field for its 2024 concert series;

WHEREAS: The City has negotiated a lease with The Festival, which agrees to pay to the City the sum of two dollars ($2.00) assessed against each ticket redeemed, including each ticketed event included in season ticket redemptions and any patron/sponsor tickets;

WHEREAS: The Festival shall adhere to the conditions as set forth in the 2024 License agreement and Special Event Permit, issued administratively, including the specific plans and reference materials attached to the permit; and

WHERAS: City Council believes that it is in the best interest of the community for the City to lease War Memorial Field to The Festival for its 2024 concert series.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor or his designee is hereby authorized, on behalf of the City, to execute the lease agreement with The Festival at Sandpoint, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

2024 LEASE
CITY OF SANDPOINT AND THE FESTIVAL AT SANDPOINT

The CITY OF SANDPOINT, a municipal corporation of the State of Idaho, hereinafter referred to as the "Lessor" does hereby convey by lease unto The Festival at Sandpoint, Inc., hereinafter referred to as "Lessee", a certain parcel of real property owned by Lessor, situated in the City of Sandpoint, Bonner County, Idaho, for the exclusive possession, use, and occupancy thereof by the Lessee, subject to the considerations, covenants, restrictions, and agreements hereinafter set forth, including the 2024 Festival at Sandpoint Permit as incorporated as Attachment D.

I
PREMISES LEASED

The premises leased generally include the entirety of 801 Ontario Street (War Memorial Field and Cotton Barlow Stadium) as well as the sidewalk and adjacent right-of-way to the north between the facility and Ontario Street adjacent parking lot subject to the terms and conditions contained herein as well as the conditions set forth in the 2024 Festival at Sandpoint Permit incorporated as Attachment D. A portion of 901 Ontario Street (Lakeview Park) in Sandpoint, Idaho is also included. Boundaries/permitted areas in Lakeview Park and the War Memorial Parking Lot can be found within Attachment B.

Large vehicle access for load-in at the War Memorial Field parking lot shall be limited to 12:00 AM – 10:00 AM and 9:00 PM - 2:00 AM Pacific Time for load-out. At least one single lane of traffic access must be provided so that boat launch users may access the launch during this time. If access is necessary outside of this time period, the Sandpoint Police Chief shall be notified as far in advance as possible. Outside of these time periods, parking in the War Memorial Field parking lot is to remain open and unobstructed for public use, unless permitted to park in leased spaces as outlined in Attachment B, Leased Areas.

II
FIXED TERM AND REVERSION

The fixed term of this Lease shall begin at 7:00 a.m. Pacific Time on July 19, 2024, and will terminate at 11:59 p.m. Pacific Time, August 8, 2024, at which time the leased premises shall revert to Lessor in its entirety.

III
CONSIDERATION

The Lessee, shall, in consideration thereof, pay unto Lessor the sum of Two Dollars ($2.00) assessed against each ticket redeemed, including each ticketed event included in season ticket sales and any patron/sponsor tickets. Lessee shall submit a final report of ticket redemptions to the City's designated special events coordinator no later than August 31, 2024. Lessor shall remit an invoice to Lessee, "The Festival at Sandpoint", based on final ticket redemptions, and Lessee shall deliver payment to Lessor within thirty (30) days to the following address:

Accounts Receivable
City of Sandpoint
1123 Lake Street
Sandpoint, Idaho 83864

IV
UTILITIES

The parties hereby acknowledge and agree that Lessee has its own electrical utility meter and shall pay Lessor for any usage charged thereon. Lessor shall provide the use of all the structures and lighting within the fenced area, as necessary, during the events and performances. Lessor shall provide Lessee with invoice for actual electrical utility (Avista) costs and submit a copy of Avista metered electric bill for the leased period. Lessee shall reimburse Lessor within thirty (30) days of receipt of invoice. Lessor will be responsible for water and sewer utilities.

V
INSURANCE

Lessee shall provide proof of general liability insurance pursuant to Idaho Code §6-924 with a company authorized to do business within the State of Idaho, insuring the public against any loss or damage which may result to any person or persons, or any damage to property, arising from the operation and presentation by the Lessee. Said insurance policy shall name the Lessor as an additional insured. A Certificate of Insurance shall be provided to the City Clerk by Lessee prior to the commencement of the occupation and use of said premises by Lessee. Such policy, plan, and contract, or insurance shall, at all times be kept in full force and effect during the term of this Lease. Said insurance policy shall provide liability insurance of not less than Two million Dollars ($2,000,000.00).

Proof of Worker's Compensation coverage shall also be provided to the Lessor by the Lessee prior to the commencement of the term of this Lease and shall, at all times, be kept in full force and effect during the term of this Lease.

The Lessee specifically acknowledges that Lessor does not maintain and shall not maintain any fire, casualty, hazard, or liability insurance whatsoever to protect the property of Lessee.

VI
SECURITY

Lessee shall provide adequate security at no cost to Lessor to protect the property of Lessor and the property of Lessee and in accordance with the security plan as submitted to the City of Sandpoint and approved by the Sandpoint Police Chief.

Lessee security services and personnel shall exercise control measures concerning members of the audience and performers within their capabilities.

VII
MAINTENANCE

Lessee agrees to provide sanitation sufficient to maintain a clean, safe, and sanitary condition of the premises during Lessee's occupancy and use of such premises. This includes the War Memorial Field Bathrooms. Lessee shall be responsible for gathering, collecting, and disposing of all debris, litter, and waste daily, as well as restocking all necessary bathroom supplies for the duration of the lease. Lessee shall provide, at no cost to Lessor, such trash containers, dumpsters, and other debris storage facilities as required by and approved by City of Sandpoint Parks Maintenance Supervisor. Lessee may utilize all on-site facilities including garbage receptables with the exception of the use of the City Shop, which is excluded from facility use.

Lessee shall provide containers for recycling and waste for use by guests, vendors, and entertainers.

Lessee shall comply with the Lessor's Artificial Field Use Policy included as Attachment C and incorporated herein.

VIII
CONCESSIONS

Lessee plans to have in place and operate booths offering food, beverages, and concessions for sale to the public during the occupancy of said premises. Lessee shall be responsible for obtaining catering permits as required pursuant to the applicable statutes and regulations of the State of Idaho.

Lessee will make arrangements and accommodations for the proper disposal of all waste liquids, hot or otherwise, taking special care to protect the field turf.

Lessee shall design and post appropriate signage and announcements concerning consumption of intoxicating beverages or any illegal controlled substance.

IX
FIRE AND LIFE SAFETY INSPECTION

All tents, canopies, enclosures, shelters, and other membrane structures shall comply with the International Fire Code Chapter 31. See Attachment A.

Upon completion of infrastructure set-up and before the venue is opened to the public, Lessee shall contact the Special Event Permit Coordinator to schedule the walk-through fire and life safety inspection, as scheduled in Attachment D.

X
ACTIVITIES

Agreed upon hours for musical performances shall be from 12:00 pm to 11:00 pm, Pacific Time. Lessee shall not have performances for more than eleven (11) days during the term of this Lease.

XI
PESTICIDE TREATMENT

Prior to pesticide application, Lessee must request approval from Lessor for use of any pesticide product. Such request must be made in writing at least fifteen (15) days in advance. Lessor will grant or deny such application in writing and Lessee agrees to comply with any associated terms and conditions, including posting signs at least 72 hours before application and leaving the signs in place at least 72 hours after application to notify the public of the use of a pesticide. Signs must contain the name of the active ingredient in the pesticide product, the application date, and name and contact information of the Lessee employee responsible for fielding questions regarding the application.

XII
PARKING

In general terms, for all performances, excluding a matinee performance, Lessee shall arrange for public transportation to and from the venue to off-site parking location and will work diligently to promote same. Lessee will provide shuttle bus and satellite parking. Parking in the War Memorial Field parking lot is to remain open and unobstructed for public use for the boat launch at War Memorial Field other than the areas designated and included in the Lease for the Lessee. All Lessee staff and volunteers shall be instructed to park offsite to limit public impacts for other park users unless permitted to park in leased spaces as outlined in Attachment B, Leased Areas.

Lessee shall comply with the traffic control plan submitted and approved as a component of the special event permit issued.

XIII
ASSIGNMENT

The Lessee shall not assign, sell, or transfer the Leasehold rights set forth in this Lease or set over unto any other person, persons, business, or group thereof, any or all of the Leasehold rights in the premises or in the interest in said premises or property or any of the rights acquired hereunder by this Lease without the prior written approval of Lessor.

XIV
HOLD HARMLESS

Lessee shall defend, indemnify and hold the Lessor and its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities, including reasonable attorney's fees (collectively, "claims") that may be suffered or incurred or that arise as a result of and which are caused by Lessee's wrongful acts or omissions in the performance of its duties under this Lease.

XV
DEFAULT

Upon any noted default, deficiency or violation of this Lease, Lessor shall notify Lessee in writing of such violation and shall extend reasonable time to address said deficiency. Notwithstanding, Lessor reserves the right to immediately terminate this Lease, if in its sole discretion, Lessee has failed to comply with the terms and provisions of Section V, Insurance, and Section VI, Security.

XVI
TERMINATION

At the end and conclusion of the term of this Lease, including and uncured default as set forth in Section XV above, Lessee shall vacate the above-described premises and shall ensure that all the property of the Lessee, its members, officers, agents, and employees are removed from the above-described premises. Lessor shall not be required to give any notice of termination or expiration of the term of this Lease nor take any action whatsoever prior to reentering and occupying said premises at the termination of this Lease. Lessee shall surrender said premises in good condition, without damage or waste, except for normally expected wear and tear. Lessee agrees to pay Lessor an additional $1,000.00 per day for each day lessee has failed to fully vacate the site after the expiration of this Lease.

XVII
LIEN, DEBT AND INDEBTEDNESS PROHIBITED

Neither Lessee, nor any of its officers, directors, members, agents, assigns, and employees shall incur any lien, debt, or indebtedness upon said premises or property of the Lessor.

XVIII
MAXIMUM ATTENDANCE

The maximum allowable attendance at any performance shall be Four Thousand Five Hundred (4,500) persons, pursuant to the self-imposed limits established by Lessee.

XIX
ATTORNEY FEES

If it becomes necessary for either party to enforce the terms of this Lease, the prevailing party shall be entitled to recover reasonable attorney fees and costs in addition to any other damages.

XXI
JURISDICTION AND VENUE

Jurisdiction and venue of any action arising out of this agreement shall be in the District Court of the First Judicial District of the State of Idaho, Bonner County. This agreement and all terms and conditions contained herein, and performance thereof, shall be governed pursuant to the laws of the State of Idaho.

XXII
TIME IS ESSENCE

Time is of the essence of this Lease.

CITY OF SANDPOINT

By: _____

Name: _____

Title: _____

THE FESTIVAL AT SANDPOINT, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR FESTIVAL AT SANDPOINT, INC.:

Name: _____

Title: _____

Email Address: _____

Mailing Address: _____

_____

_____

Phone Number: _____

DESIGNATED REPRESENTATIVE FOR CITY OF SANDPOINT:

Name: Jeremy Grimm

Title: Mayor

Email Address: jgrimm@sandpointidaho.gov

Mailing Address: 1123 W. Lake St.
Sandpoint, ID 83864

Phone Number: (208) 263-3309.

ATTACHMENT A
2018 INTERNATIONAL FIRE CODE

Chapter 31

Tents, Temporary Special Event Structures and Other Membrane Structures

Event structures and activities shall comply with the requirements of IFC Chapter 31.

The following excerpts are provided for reference. The entire chapter can be viewed at https://up.codes/viewer/idaho/ifc-2018/chapter/31/tents-temporary-special-event-structures-and-other-membrane-structures#31

Definitions

TEMPORARY SPECIAL EVENT STRUCTURE. Any temporary ground-supported structure, platform, stage, stage scaffolding or rigging, canopy, tower supporting audio or visual effects equipment or similar structures not regulated within the scope of the IBC.

TENT. A structure, enclosure, umbrella structure or shelter, with or without sidewalls or drops, constructed of fabric or pliable material supported in any manner except by air or the contents it protects.

Section 3103.9 Structural Stability and Anchorage Required

Tents or membrane structures and their appurtenances shall be designed and installed to withstand the elements of weather and prevent collapsing. Documentation of structural stability shall be furnished to the fire code official when requested.

Section 3104.2 Flame Propagation Performance Treatment

A certificate, executed by an approved testing laboratory must be present, indicating that the tents and their appurtenances, which include sidewalls, drops, and tarpaulins, are either:

1. Composed of materials meeting the NFPA 701 flame propagation performance, or
2. Treated with a flame retardant in an approved manner and meet the NFPA 701 flame propagation criteria.

Section 3106.5 Cooking Appliances or Devices

1. Cooking appliances or devices that produce sparks or grease-laden vapors or flying embers shall not be used within 20 feet of a tent or temporary structure *unless approved by the fire code official.*
2. Cooking equipment using combustible oils or solids shall have a lid immediately available. The lid shall be of sufficient size to cover the cooking well completely.
3. Cooking equipment shall be placed on a noncombustible surface.
4. An approved portable fire extinguisher for protection from cooking grease fires shall be provided at a location approved by the fire code official.

Section 3106.3 Occupancy and Means of Egress

The number and location of emergency egress and escape routes shall be approved by the fire code official.

Section 3106.4.4 Portable Fire Extinguishers

Approved portable fire extinguishers complying with IFC Section 906 shall be provided and placed in locations approved by the fire code official.

Section 3106.6 Electrical Equipment and Wiring

Outdoor assembly events with concession stands or booths using electrical equipment and temporary wiring for electrical power or lighting shall comply with NFPA 70 and the following:

1. Electrical equipment and wiring shall be listed and labeled for outdoor use
2. Generators shall be installed not less than 10 feet from combustible materials and shall be isolated from the public by physical guard, fence, or enclosure installed not less than 3 feet away from the internal combustion power source.
3. Each generator shall be provided with an approved portable fire extinguisher

Section 3107.4 Open or Exposed Flame

Open flame or other devices emitting flame, fire, or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent or membrane structure while open to the public unless approved by the fire code official.

Section 3107.13 LP Gas

LP gas equipment such as containers, tanks, piping, hoses, fittings, valves, tubing, and other related components shall be approved and in accordance with IFC Chapter 61 and the following:

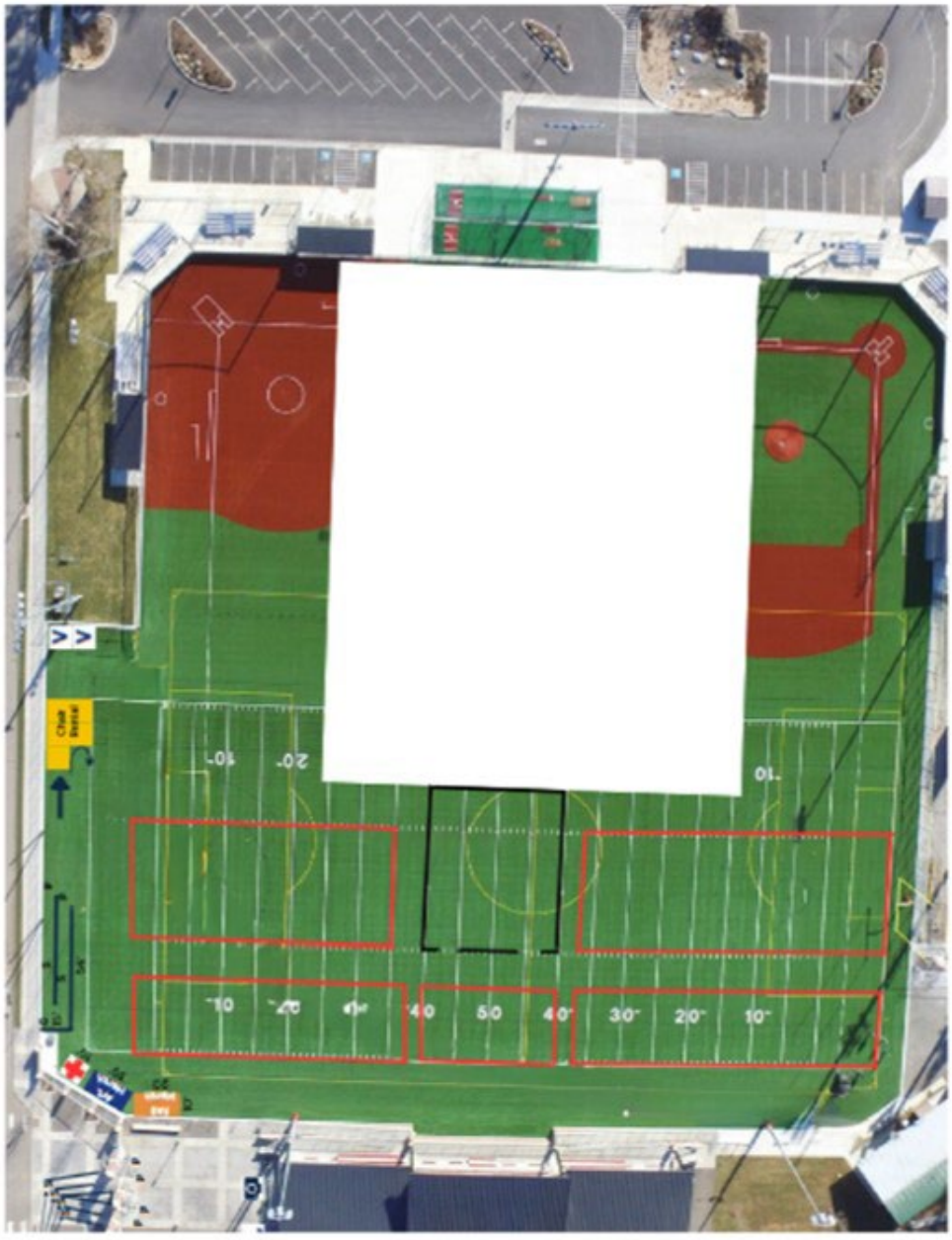
1. Tanks shall be separated from buildings and public ways by at least 5 feet
2. Pressure relief valves shall be pointed away from the tent or membrane structure
3. Portable LP gas containers, tanks, piping, valves and fittings that are located outside and are being used to fuel equipment inside a tent or membrane structure shall be adequately protected to prevent tampering, damage by vehicles or other hazards and shall be located in an approved location.

ATTACHMENT B
FESTIVAL PARKING LOT & LAKEVIEW PARK ACCESS/LEASED AREA(S)

2023 FIELD USE SETUP/AERIAL VIEW



Attachment B
Field use / Setup
2024 Suggested Layout



LEASED AREA BOUNDARIES

- War Memorial Field Parking Lot (designated areas only and subject to the conditions of the special event permit
- Lakeview Park (adjacent to War Memorial Field) as depicted below. The fence will be a minimum of 4 feet (48 inches) from the Lakeview Park tennis court fences.

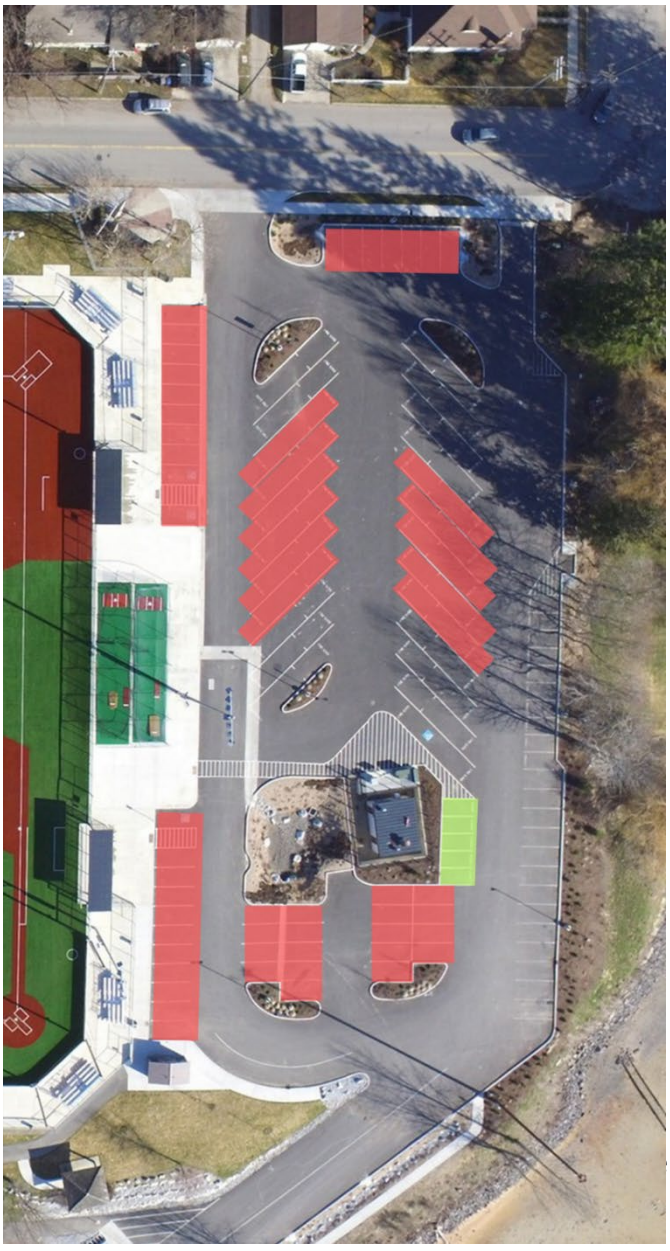


MEMORIAL FIELD PARKING LOT – DESIGNATED PARKING

RED spaces are reserved for Festival permit parking for duration of special event lease. All Reserved parking spaces will be individually numbered with corresponding issued parking permits. GREEN spaces are reserved for 8 Festival yard dumpsters for trash and waste collection. All ADA parking must be clearly labeled with appropriate signage. Parking spaces on Ontario Street as identified on map below shall be reserved for Fire, EMS, and Police emergency vehicle staging.

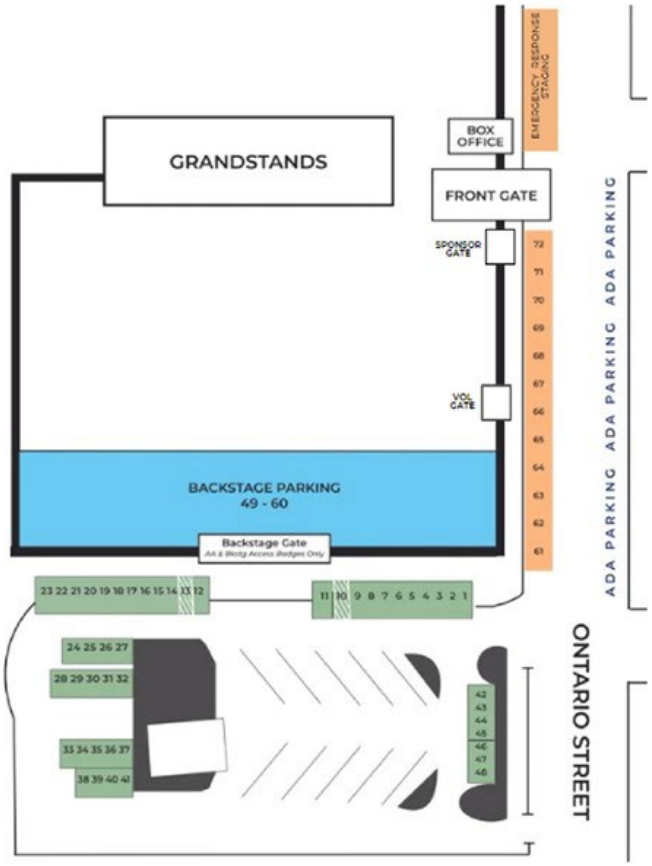
Ontario Street "No Parking" Zone is approved by the City of Sandpoint for Thursday July 25, 2024, through August 4, 2024 for the event hours of 1:00PM-11:59PM. The Festival at Sandpoint shall be responsible for posting of "No Parking" signs and enforcing the "No Parking" zone. It is recommended that an arrangement be made with a towing company for any parking enforcement towing needs. For non-emergencies, please call police dispatch at: (208) 265-5525.

All reserved parking spaces shall be individually numbered by Festival with corresponding issued Festival parking permits.



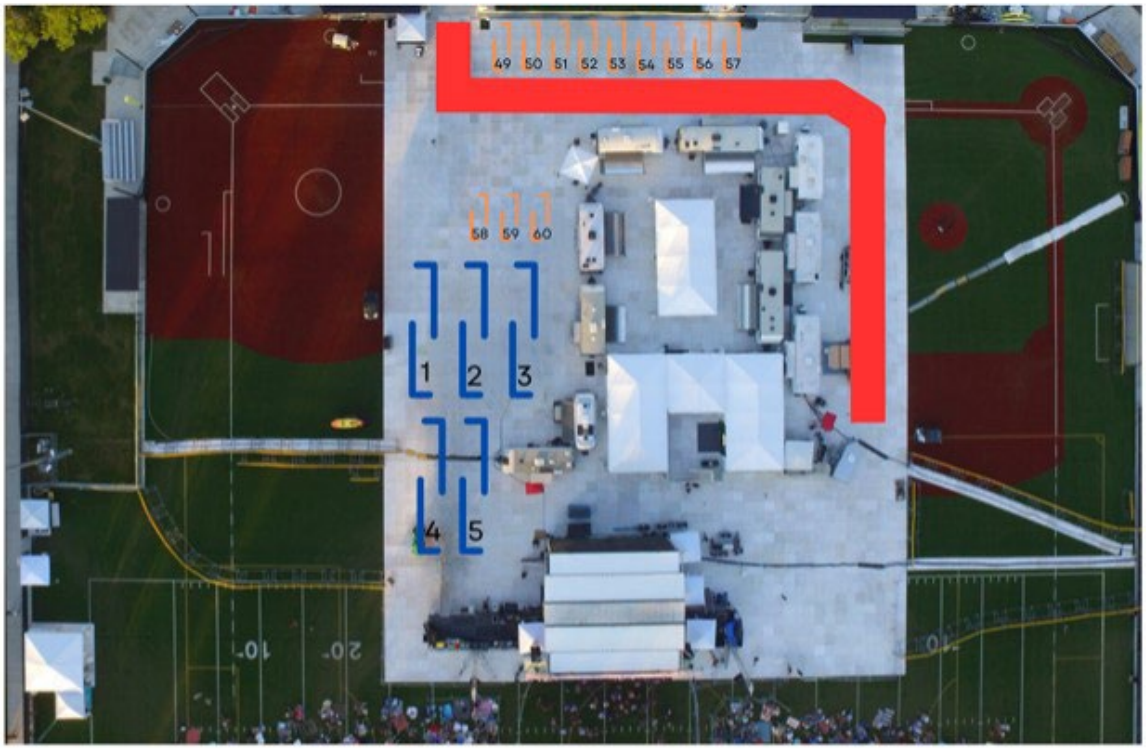
Attachment B

Ontario Street - No Parking



Attachment B

Event Deck Layout



- **Event Decking** 180' x 225'
- **Stage Footprint** 42' x 40'
- **Parking**
  - Access for up to 5 touring rigs, outlined with Blue brackets
  - Access for up to 12 passenger vehicles, with properly issued Festival backstage parking credietals, limited to essential touring and production personnel. Outlined with orange brackets
  - All motor vehicles shall be parked to not interfere with outlined (red) emergency access route.

ATTACHMENT C

WAR MEMORIAL FIELD ARTIFICAL TURF POLICY

Field Use and Access Limitations for The Festival at Sandpoint Performance Series

This narrative provides strict direction for access, setup, operations, and takedown, of The Festival performance series use of War Memorial Field. It also lists prohibited materials and products that can be brought onto or used on the field surface. Any variance from these limitations must be in written form and incorporated into the Lease Agreement between the Festival at Sandpoint and the City of Sandpoint (parties).

General Artificial Turf Rules for Non-Athletic Events

- No Chewing Gum allowed
- No Sunflower seeds allowed
- No Smoking or Tobacco Products allowed
- No Glass bottles or containers allowed
- No Bicycles, skateboards, inline skates, scooters, allowed
- No Fireworks, or Pyrotechnics allowed
- No Pets allowed (except to assist with persons of disability)
- No open flames, barbeques, or grills allowed in areas not designated and sanctioned for food preparation.
- No Chemical Solvents, Oil Based Paints, Gasoline or Diesel Fuel use or Storage is allowed on the turf surface, except those fluids naturally contained in standard operational tanks for approved onsite vehicles and machinery. Use of approved internal combustion engine vehicles is permitted on the turf. No fuel, oil, or other such vehicle liquid changes or transfers shall be permitted to occur on the turf surface.

Erecting Tents, Stages, Decks, and placement of other Structures

- Festival Performance Tent shall be anchored using below grade anchor system only.
- No Ground Staking for guy ropes/wires allowed for any tents or structures.

All Temporary Tents, Pop-ups, Sunshades, etc, shall be anchored with ballast weights set on 3/4" thick Plywood panels. Water-filled containers are recommended but not required.

- For weights up to 75 lbs., a single layer of plywood can be used. Weights above 75 lbs. shall use two layers of plywood.
- Plywood panels shall be sized two times (2x) the size of the object or weights' width and length, or diameter. 1ft. x 1ft. square, minimum size.
- Refrigerators, coolers, freezers, ovens and other cooking appliances must be placed on Event Deck products designed and rated for these uses.
- All food service and preparation locations shall have a fire extinguisher on site, if double plywood panels are used.

Protection of Turf Surfaces from Food and Beverage Spills

- ln any areas designated for food and/or beverage sales, the artificial turf shall be covered with a moisture proof surface in the Service area where ordering, serving, pickup, of products occurs. Turf protection shall extend a minimum of ten (10’) feet beyond the service area.

- All trash receptacles shall be placed on a hard surface (plywood or event deck) and have moisture proof protection surrounding the receptacle for an area two times (2X) the size of the receptacle base.
- All portable toilet stations shall be placed on event deck if located on turf surface and have a moisture proof membrane below the decking sized to an area equal to the event decking.

Access and Allowable Vehicles

- Acceptable vehicles for moving equipment and materials on the unprotected turf surface are: Golf Carts, ATV (All Terrain Vehicles), Side By Side, UTV (Utility Task Vehicles), ' mule' Cushman lndustrial Carts. Avoid sharp turning movements, sudden stops or starts.
- Motorcycles are NOT allowed on the turf
- All other vehicles shall be limited to event deck surfacing rated by the manufacturer to carry and distribute the intended vehicle loads.
- Semi-tractor/trailers, tour buses, camp trailers, cranes, boom trucks, automobiles, pickup trucks and forklifts must use event decking for travel and maneuvering on the turf surface.
- Trailers towed by approved vehicles shall have similar tire profiles and inflation to the tow vehicle.
- Additionally required machinery may be requested in writing for use on turf. Both the request and the approval must be in writing and approved by The City of Sandpoint.

Seating and Walking Areas

- Congregated auditorium style folding chairs are not required to be placed on a hard surface for use.
- Designated pedestrian walk areas are not required to be covered with hard surfaces.
- High heeled shoes may be challenging on artificial turf

Damage, Repair and Cleaning

- The Festival representatives shall inspect the field with City of Sandpoint official special event representatives prior to lease use to determine whether conditions are safe and/or appropriate for any intended use.
- Cost to repair any damage to the turf system during, or as a result, of Festival activities shall be the responsibility of the Festival. All repairs shall be done by certified artificial turf installers engaged by the City of Sandpoint.
- The Festival shall be notified of damages and required repairs in writing within fourteen (14) days of inspection upon termination of lease period. In the event damages and repairs are required, an installer estimate shall be submitted to the Festival no later than thirty (30) days from lease termination.

ATTACHMENT D
2024 Festival at Sandpoint Permit

Event: The Festival at Sandpoint

Dates: Full Reservation Date-Range: Friday, July 19, 2024 – Thursday, August 8, 2024

Performance Series Date-Range: Thursday, July 25, 2024 – Sunday, August 4, 2024

Permit Location: War Memorial Field and adjacent sidewalk and right-of-way to the north between the facility and Ontario St. and portions of Memorial Field Parking Lot and Lakeview Park, as identified in attached map(s)

Sponsor: The Festival at Sandpoint, Inc., 525 Pine St., Sandpoint, ID 83864

Attn: Paul Gunter (208) 265-4554 | paul@festivalatsandpoint.com

Comments / Conditions:

1. All electrical cords to be insulated from the turf surface with a non-conductive material. Failure to do so may result in the melting of the turf surface.
2. No glass allowed, except for glass wine bottles and beer growlers.
3. Only paint approved in writing by Parks Supervisor Austin Hull may be used on the turf surface. No other paint of any kind may be used on the turf surface.
4. Final Security Plan as submitted and accepted by the Sandpoint Police Chief shall be followed.
5. Temporary/permanent Internet service and related infrastructure to be installed by Ting, as approved by the City of Sandpoint.
6. Parking area for Festival use is limited to the areas designated in the Festival Parking Lot Map as outlined in Attachment B: Memorial Field Parking Lot. Chalk paint may be used to designate parking areas or number spots, but shall be removed at the end of the event dates.
7. Only permitted vehicles are authorized to park on event decking within the fenced-in area. Parking shall be restricted to necessary RV vehicles, and up to twelve (12) passenger vehicles and five (5) tour vehicles.
8. Large vehicle access for load-in shall be limited to 12:00 a.m. – 10:00 a.m. and 9:00 p.m. – 2:00 a.m. for load-out. If access is needed outside of this time, the Sandpoint Police Chief shall be notified as far in advance as possible. Outside of these times, parking in the Memorial Field lot is to remain open and unobstructed for public use. All Festival staff and volunteers shall be instructed to park offsite, unless specifically permitted to park in leased area, to limit public impacts for other park uses.
9. Large/heavy vehicle load-in and load-out ONLY to be allowed at the North gate where the concrete is reinforced to withstand heavy vehicles (Gate 5, as depicted on FAS 2024 Gates & Lines, attached. Gate 6 is for light-use only.)
10. Traffic control plan to be implemented and followed in accordance with the attached plan submitted by TraffiCorp.
11. Any deviations for the approved site plan, TCP, and overall operations as approved by The City

shall be submitted to The City in writing for formal consideration, and must be approved in writing prior to implementation.

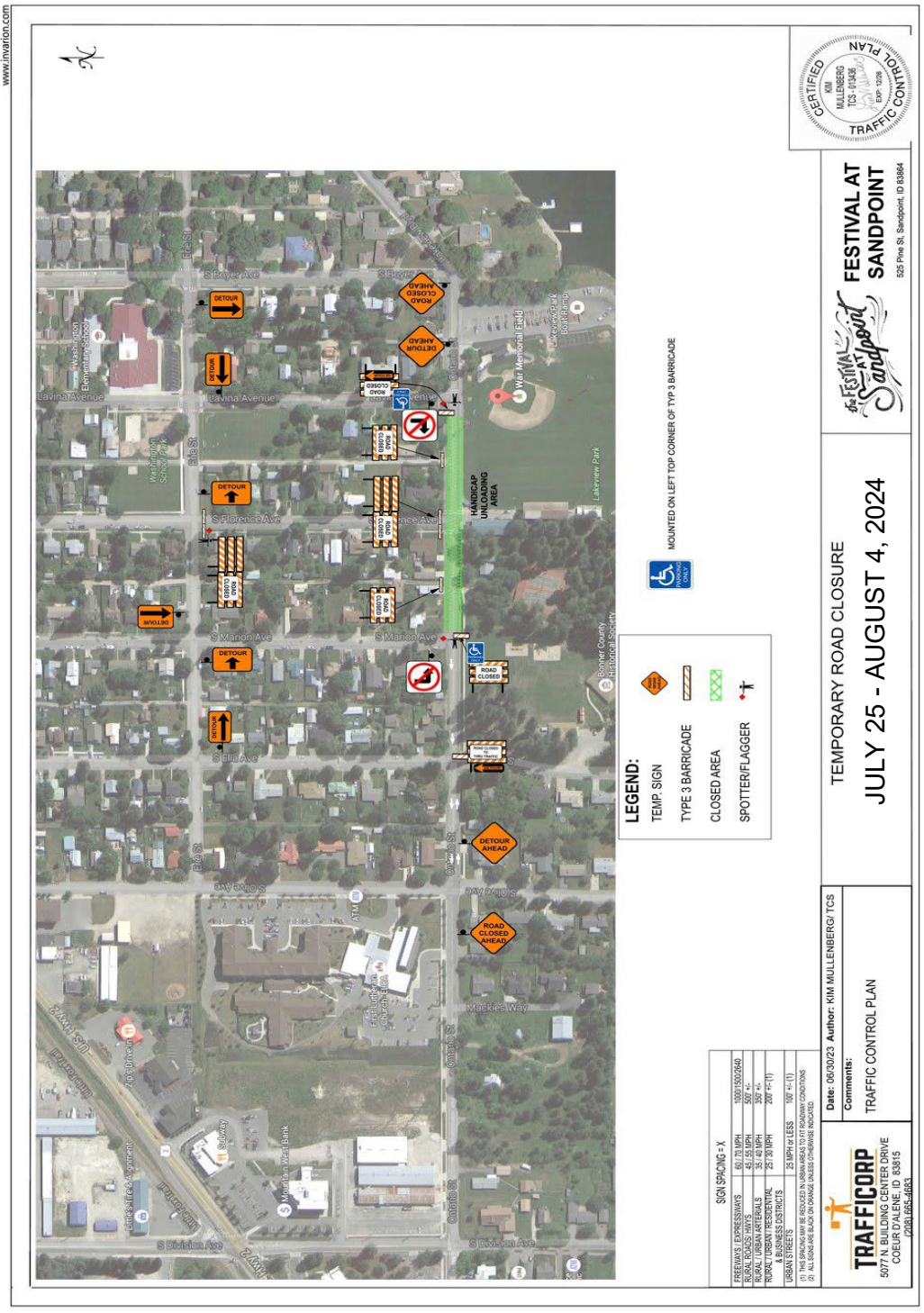
12. Names of booked performers, as well as final date and time of matinee show, shall be provided to the Sandpoint Special Events Permit Coordinator and Police Chief via email on or before June 1, 2024. Notifications shall also be provided for any artist substitutions.
13. Weekly ticket sales numbers shall be provided to the Sandpoint Special Event Permit Coordinator and Police Chief via email beginning the week of June 15, 2024.
14. A final report of purchased ticket redemptions shall be provided to the Sandpoint Special Events Permit Coordinator no later than August 31, 2024. The City will remit an invoice to the Festival based on final ticket usage and application of the $2.00/ticket fee as adopted by the Sandpoint City Council.
15. Per section IV UTILITIES, The City will remit an invoice to the Festival for actual utility usage. Payment is required within 30 days of invoice date.
16. The Festival shall be responsible for all supplies and cleaning of restrooms located at Cotton-Barlow Stadium, as well as the concession stands building. The City Parks and Recreation staff will supply and maintain the public restrooms located at the boat launch and the tennis courts.
17. Lessor shall conduct a pre-walkthrough inspection on July 19th, 2024 no later than 9:00 AM, to ensure facilities are clean, stocked, and ready for occupancy. Upon termination of the lease, facilities shall be returned by lessee to lessor in same condition.
18. If lessee requests the use of fireworks, an application for a Fireworks Display Operation Permit shall be made no less than thirty (30) days prior to the scheduled event, application attached. Use of fireworks is NOT permitted without an approved Fireworks Display Operation Permit. Furthermore, lessee to ensure any other agency permitting requirements for the use of fireworks have been met in addition to the City permit requirement.
19. Permit subject to satisfactory life/safety inspections. Initial inspection to be conducted at 4:00PM on Wednesday, July 24th, at which time setup must be 80% complete. Final inspection to be held on the first day of the performance series Thursday, July 25th at 10:00 AM. Any re-inspections shall be subjected to fees as adopted on the City's current fee schedule, which can be found at the following link: https://www.sandpointidaho.gov/home/showpublisheddocument/21472/638318434758570000. Public occupancy is subject to approval at final inspection.
20. The Special Event Permit Coordinator is to be the sole point of contact for all event-related questions, concerns, or issues. (208)265-1481, cbrocaille@sandpointidaho.gov. Monday-Friday 8:00AM-5:00PM. After normal business hours, for facility emergencies, the contact shall be Austin Hull, Parks Supervisor - (208) 610-4453.

Cassidy Brocaille

Cassidy Brocaille

Special Event Permit Coordinator

TCP Traffic Plan



2024 Gates



1. Admission gate, west. Gate swings to allow guest access to Festival Street once admission line has cleared for the performance.
2. Admission gate, north. Primary guest entry gate.
3. Admission gate for sponsor ticket holders.
4. Volunteer, staff and credential only gate.
5. Backstage credentials required. No public, guest, or volunteer entry.
6. Designated Emergency Exit
7. Early Entry and Season Pass entry
8. Designated Emergency Exit

AGENDA REPORT

City Council Meeting

TODAY'S DATE: May 24, 2024

MEETING DATE: June 5, 2024

TO: Mayor and City Council

FROM: Jason Welker, Community Planning & Development Director

SUBJECT: Adoption of 2020 Sandpoint Smoothed Urban Area Boundary

DESCRIPTION/BACKGROUND:

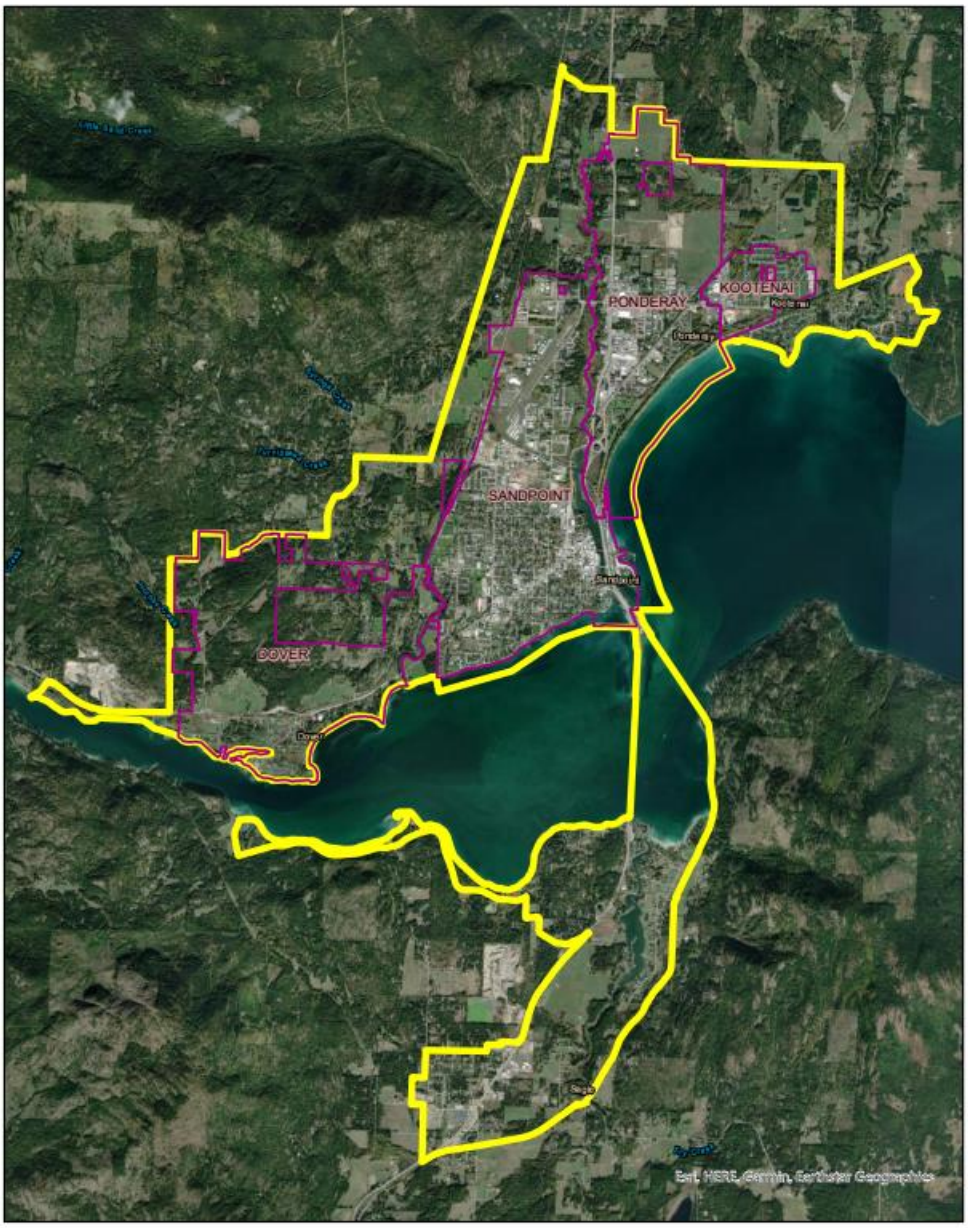
On

STAFF RECOMMENDATION:

At the April 17th 2024 City Council meeting, the updated Sandpoint Urban Area Transportation Plan was adopted by council. The primary purpose of the UATP is to identify projects in the Sandpoint Urban Area (Sandpoint, Dover, Kootenai, Ponderay, and Bonner County) for only one specific type of funding, "Surface Transportation Program Urban Funds." The different jurisdictions come together at a meeting before each funding cycle and agree on a single project to submit for funding as an urban area.

Shortly after adoption, the Bonner County Area Transportation Team convened to refine and adjust (e.g. "smooth") the urban area boundaries based on population data from the 2020 census, as is required when a new plan is adopted.

The results of the collaborative effort of Urban Area Boundary "smoothing" are below.



ACTION: Staff asks City Council to approve a resolution accepting the smoothed Sandpoint Urban Area Boundaries.

.

WILL THERE BE ANY FINANCIAL IMPACT? NO

HAS THIS ITEM BEEN BUDGETED? N/A

ATTACHMENTS:

1. Sandpoint Smoothed Urban Area Boundaries based on 2020 Census.

No: 24-
Date: June 5, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: ADOPTING THE 2020 SMOOTHED URBAN AREA TRANSPORTATION BOUNDARIES

WHEREAS: City Council adopted the updated Sandpoint Urban Area Transportation Plan (UATP) on April 17, 2024, which identifies projects in the Sandpoint Urban Area for Surface Transportation Program Urban Funds;

WHEREAS: The Sandpoint Urban Area includes the jurisdictions of Sandpoint, Dover, Kootenai, Ponderay, and Bonner County, which collaborate to agree on a single project for funding during each funding cycle;

WHEREAS: Following adoption of the UATP, the Bonner County Area Transportation Team convened to refine and adjust the urban area boundaries based on the population data from the 2020 Census, as required when a new plan is adopted;

WHEREAS: The refined and adjusted boundaries, also known as the "smoothed" urban area boundaries, reflect the collaborative efforts and the most recent population data to ensure accurate and effective transportation planning; and

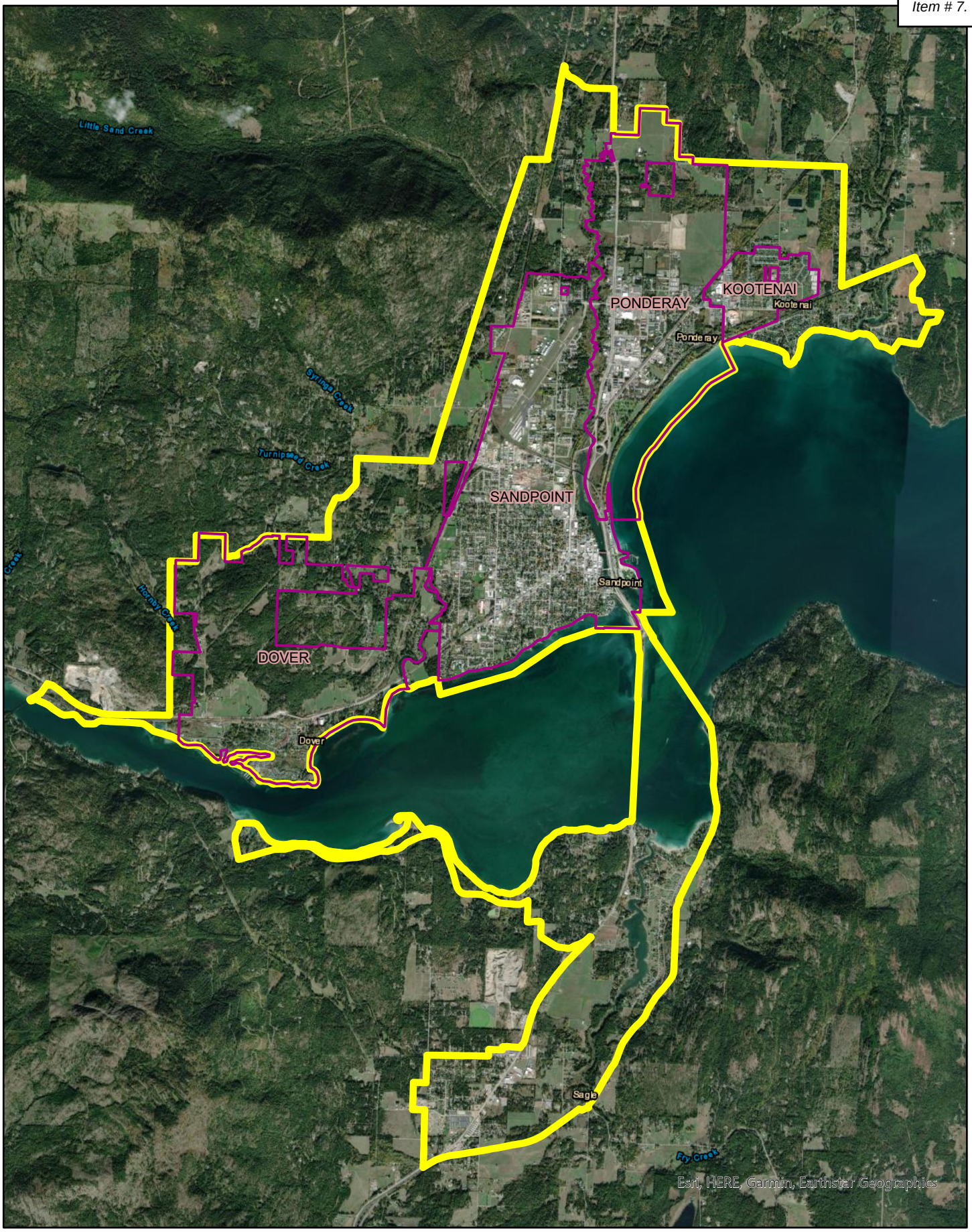
WHEREAS: Adoption of these boundaries will guide future transportation planning and project funding submissions for the Sandpoint Urban Area, ensuring alignment with the latest demographic data and regional cooperation.

NOW THEREFORE BE IT RESOLVED THAT: The 2020 Smoothed Urban Area Transportation Boundaries, as detailed in the attached map, are hereby adopted.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk



SANDPOINT 2020
SMOOTHED URBAN
AREA BOUNDARY

City Boundary
Urban Area Boundary

0 0.5 1 2 Miles

Date: 1 May 2

AGENDA REPORT

City Council Meeting

TODAY'S DATE: May 28, 2024

MEETING DATE: June 05, 2024

TO: City Council

FROM: Cheryl Hughes, Interim Central Services Director

SUBJECT: Declare Sole Source Supplier and Approve Purchase Order 24-1015 to OXARC, Inc.

DESCRIPTION/BACKGROUND:

The City purchases specialized industrial gases- Chlorine and Sulfur Dioxide for the Waste Water Treatment Plant and Chlorine gas as well as Soda Ash for the Water Treatment Plant. These are critical chemicals that are required for the disinfection at both the treatment plants. There are two companies – Air Gas and OXARC locally and regionally that can provide these gases. OXARC, Inc. is located in Ponderay and Air Gas is located in Spokane Valley. Due to the high dollar amount spent on these gases, which has been and is currently being purchased through OXARC, Inc. due to availability, a procurement process was conducted obtaining pricing and product availability with Air Gas to ensure compliance with procurement policy and laws. Air Gas had lower costs on the gases, however they require shipping these gases upon our order from Indiana. Due to the shipping logistics and the unknown length of time it would take to receive the gases, as it is dependent on the shipping or freight company, and the public health and safety risk if either plant ran out of the gas(es), we need to continue purchasing these gases through OXARC, Inc, that can provide gas delivery from their Ponderay location within 3 days of order receipt.

Air Gas is unable to store these gases at their Spokane Valley location due to safety storage risk. At the time of this Staff Report, the plan is to retrofit their location to be able to safely store these gases, which they estimate to take about 6 months. At that time, we will re-visit the procurement process but for the remainder of Fiscal Year 2024, this purchase is being considered sole source per Idaho Code §67-2808 – Emergency Expenditures and Sole Source Expenditures due to logistics and the potential public health and safety risk a shipping delay could cause. The following subsections within §67-2808 would apply to this request:

> *The governing board of a political subdivision may declare that there is only one (1) vendor if there is only one (1) vendor for the public works construction, services, or personal property to be acquired. For purposes of this subsection, only one (1) vendor shall refer to situations where there is only one (1) source reasonably available and shall include, but not be limited to, the following situations:*
>
> *(i) Where public works construction, services, or personal property is required to respond to a life-threatening situation or a situation that is immediately detrimental to the public welfare or property;*

(viii) Where competitive solicitation is impractical, disadvantageous, or unreasonable under the circumstances.

STAFF RECOMMENDATION:

Staff asks Council to consider declaring specialty gas purchases for the Wastewater and Water Treatment Plants from OXARC, Inc., as sole source supplier for the remainder of Fiscal Year 2024 and, after the required 14-day advertisement in the legal publications of the Bonner County Daily Bee, with no challenges to this declaration, Purchase Order 24-1015 to OXARC Inc shall be approved in the amount of $125,000.

ACTION:

Staff requests City Council declare specialty gas purchases for the Wastewater and Water Treatment Plants from OXARC, Inc., as sole source supplier for the remainder of Fiscal Year 2024 and, after the required 14-day advertisement in the legal publications of the Bonner County Daily Bee, with no challenges to this declaration, Purchase Order 24-1015 to OXARC, Inc. shall be approved in the amount of $125,000.

WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

Proposed Resolution

OXARC, Inc. PO #24-1015

No: 24-
Date: June 5, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: DECLARING OXARC, INC., THE SOLE SOURCE PROVIDER OF SPECIALIZED INDUSTRIAL GASES FOR THE CITY'S TREATMENT PLANTS AND APPROVING PURCHASE ORDER 24-1015

WHEREAS: The City purchases specialized industrial gases (chlorine and sulfur dioxide for the wastewater treatment plant and chlorine gas, as well as soda ash, for the water treatment plant), which are critical chemicals required for the disinfection at the City's water and wastewater treatment plants;

WHEREAS: There are two companies, Air Gas and OXARC, locally and regionally, that can provide these gases, with OXARC, Inc., located nearby in Ponderay, and Air Gas located in Spokane Valley;

WHEREAS: Because of the high dollar amount spent on these gases, which, due to availability, have been and are currently being purchased through OXARC, Inc., a procurement process was undertaken to obtain pricing and product availability from Air Gas to ensure compliance with procurement regulations;

WHEREAS: Although Air Gas offers a lower cost for the gas, they require shipping from Indiana, and with shipping logistics and an unknown length of time to receive the gases, dependent on the shipping or freight company, resulting in a public health and safety risk if either plant were to run out of these necessary gases, staff has determined and recommends that, at this time, for the remainder of FY2024, the City needs to continue purchasing these gases from OXARC, Inc., which can provide gas delivery from their local Ponderay facility within three (3) days of order receipt;

WHEREAS: Although Air Gas is unable to store these gases at their Spokane Valley location at this time, due to safety storage risk, they are planning, within approximately six (6) months, to retrofit their facilities to accommodate safe storage, at which time the City can revisit the procurement process; and

WHEREAS: City staff has generated a change order to the existing purchase order in the amount of $125,000 for continued purchase of gases from OXARC, Inc., with this purchase considered a sole source purchase under Idaho Code § 67-2808, Emergency Expenditures and Sole Source Expenditures, due to logistics and the potential public health and safety risk any shipping delay could cause with purchase from the other regional provider.

NOW, THEREFORE, BE IT RESOLVED THAT: Pursuant to Idaho Code § 67-2808, the City Council of the City of Sandpoint hereby declares that, at this time, OXARC, Inc., is the one and only provider of critical specialized industrial gases for the water and wastewater treatment plants.

BE IT FURTHER RESOLVED THAT: City staff is directed to provide for publication of this sole source expenditure declaration in the legal publications section of the Bonner County Daily Bee, the City's newspaper of record, at least 14 calendar days prior to the award of any contract to or purchase of gases from OXARC, Inc.

BE IT FURTHER RESOLVED THAT: Purchase Order No. 24-1015, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved to be utilized following the newspaper publication directed above with confirmation that the City has received no challenges to the sole source declaration.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

PURCHASE ORDER

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
10/13/2023	**24-1015**

SUPPLIER:

VENDOR: 001717

OXARC INC
PO BOX 2605
SPOKANE, WA 99220
PH: 509-535-9055 FX: (509) 535-0368
EMAIL: AR@OXARC.COM

SHIP TO:

WASTEWATER TREATMENT PLANT

723 S. ELLA
SANDPOINT, ID 83864
PHONE: (208) 255-2657
EMAIL: CHUGHES@SANDPOINTIDAHO.GOV

Description: YEARLY CHLORINE AND SULFUR DIOXIDE AT WWTP AND CHEMICAL/GASES AT WTP

Details:

Internal Use Only: CHANGE NEEDED TO PAY OUTSTANDING INVOICES-GF 110923

CHANGE NEEDED TO PAY CURRENT INVOICE OF $6622.65 AND FUTURE DECEMBER '23 INVOICE.

CHANGE ORDER REQUEST TO INCREASE AMOUNT TO $70,000 TO PAY CURRENT INVOICE AND ANTICIPATED FUTURE INVOICES IN FY 24

CHANGE ORDER 04/11/2024 TO INCREASE PO ADDING WTP TO PO

CHANGE ORDER 05/06/24 NEEDED TO PAY WWTP INVOICES

CHANGE ORDER 05/23/2024 NEEDED TO PAY WWTP INVOICES

Item No.	QTY	Unit	Description	Unit Price	Amount
1	1.00	UNITS	CHLORINE AND SULFUR DIOXIDE WWTP 31-3256-4610-4622	120,000.00 120,000.00	120,000.00
2	1.00	DOLLAR	WTP CHEMICALS/GAS SUPPLIES LAKE PLANT 30-3456-4610-4622-34699365	2,500.00 2,500.00	2,500.00
3	1.00	DOLLAR	WTP CHEMICAL/GAS SUPPLIES SAND CREEK 30-3456-4610-4622-34699366	2,500.00 2,500.00	2,500.00
				Total:	$125,000.00

Subject to the Terms and Conditions Set By the City of Sandpoint
1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
2. Purchases may not exceed the total amount of this order without prior approval.
3. Invoices and Packages must bear the Purchase Order Number above.
4. All Purchases are subject to a Net 30 payment term.
Visit www.sandpointidaho.gov for More Details

Date Printed: 05/28/2024

Authorized Signature

AGENDA REPORT

City Council Meeting

TODAY'S DATE: 5/31/24

MEETING DATE: 6/5/24

TO: City Council

FROM: Fire Chief Gavin Gilcrease

SUBJECT: Proposed Resolution: INTERLOCAL AGREEMENT FOR AUTOMATIC AID AND RESPONSE WITH SAGLE FIRE DISTRICT, WESTSIDE FIRE DISTRICT, AND NORTHSIDE FIRE DISTRICT – ***action item***

DESCRIPTION/BACKGROUND:

Entering an automatic aid agreement for fire services is crucial for ensuring efficient incident response and operational safety for firefighters. These agreements facilitate collaboration between neighboring fire departments, allowing them to quickly mobilize resources and expertise during emergencies.

Automatic aid agreements enhance response times by pooling together the resources of multiple fire departments. When a large-scale incident occurs, such as a major fire or natural disaster, having access to additional personnel, equipment, and specialized units can make all the difference in containing the situation rapidly and preventing further damage.

These agreements promote operational safety by ensuring that firefighters have the support they need to effectively manage hazardous situations. With access to additional manpower and equipment, firefighters can better implement safety protocols, coordinate rescue efforts, and mitigate risks during complex operations.

Additionally, automatic aid agreements foster a culture of collaboration among fire departments, breaking down jurisdictional boundaries and promoting a unified approach to emergency response. By working together seamlessly, fire departments can optimize their resources and provide the highest level of service to their communities. By prioritizing collaboration and resource-sharing, communities can better prepare for emergencies and mitigate the impact of disasters.

STAFF RECOMMENDATION:

Recommend City of Sandpoint enter into an automatic aid agreement with the Sagle, Westside, and Northside Fire Districts.

ACTION: Motion to approve the Resolution for the Interlocal Agreement for Automatic Aid and Response with Sagle Fire District, Westside Fire District, and Northside Fire District

WILL THERE BE ANY FINANCIAL IMPACT? HAS THIS ITEM BEEN BUDGETED?

No financial impact

ATTACHMENTS:

Proposed Resolution

Agreement

No: 24-
Date: June 5, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: INTERLOCAL AGREEMENT FOR AUTOMATIC AID AND RESPONSE WITH SAGLE FIRE DISTRICT, WESTSIDE FIRE DISTRICT, AND NORTHSIDE FIRE DISTRICT

WHEREAS: Entering into an automatic aid agreement for fire services is crucial for ensuring efficient incident response and operational safety for firefighters, with such an agreement facilitating collaboration between neighboring fire departments, allowing them to quickly mobilize resources and expertise during emergencies;

WHEREAS: Automatic aid agreements enhance response times by pooling together the resources of multiple fire departments, and when a large-scale incident occurs, such as a major fire or natural disaster, having access to additional personnel, equipment, and specialized units can make all the difference in containing the situation rapidly and preventing further damage;

WHEREAS: These agreements promote operational safety by ensuring that firefighters have the support they need to effectively manage hazardous situations, and with access to additional manpower and equipment, firefighters can better implement safety protocols, coordinate rescue efforts, and mitigate risks during complex operations; and

WHEREAS: Additionally, automatic aid agreements foster a culture of collaboration among fire departments, breaking down jurisdictional boundaries and promoting a unified approach to emergency response, where, by working together seamlessly, fire departments can optimize their resources and provide the highest level of service to their communities, and by prioritizing collaboration and resource-sharing, communities can better prepare for emergencies and mitigate the impact of disasters.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor or authorized designee is hereby authorized, on behalf of the city, to sign and enter into the above-referenced Agreement, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

Interlocal Agreement for Automatic Aid and Response between the City of Sandpoint, Sagle Fire District, and the Westside Fire District, and Northside Fire District.

This Automatic Aid Agreement is made and entered into on _____, 2024, by and between the City of Sandpoint, Sagle Fire District, and the Westside Fire District, and Northside Fire District (collectively, the "Parties").

Recitals

Whereas, the Parties to this Automatic Aid Agreement are empowered to enter into intra-agency agreements for the provision of fire and rescue services, as prescribed by Idaho Code Section 31-1430; and

Whereas, the Parties share a mutual interest in the control of fire, hazardous material incidents, and other emergency support, and,

Whereas, each of the Parties own and maintain equipment and employ personnel **(or utilize volunteers?)** trained to provide various levels of service in the control of fire, fire prevention, hazardous materials control, and/or other emergency support; and,

Whereas, it is the purpose of this Automatic Aid Agreement to enable the participating entities to make the most efficient use of their resources and simultaneously improve public safety for all of their respective residents; and

Whereas, it is the goal of this Automatic Aid Agreement to enable the closest appropriate emergency unit to be dispatched to each emergency, so as to improve public safety; and

Whereas, the Parties desire to enter into this Automatic Aid Agreement to permit, under certain circumstances, for each of the Parties to respond, automatically, to incidents within the limits of another Parties' jurisdiction; and

Whereas, the Parties desire to have this Automatic Aid Agreement set forth their rights, duties and responsibilities as allowed by Idaho State law.

Now, therefore, for and in consideration of the covenants contained herein the parties agree as follows:

Terms and Conditions

1. **Each of the Parties shall keep and maintain, at their own expense, and for the term of this Automatic Aid Agreement, a Comprehensive General Liability policy or policies, insuring against property damage, and personal injury with a combined single limit not less than as prescribed by Idaho law, an automobile liability insurance policy to protect against losses from activities contemplated by this Automatic Aid Agreement, and workers' compensation coverage in at least the statutory limits. Further, and to the extent provided by Idaho law, each Party agrees to indemnify and save harmless the other Parties, and their agents, officers and employees, from and against any and all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with that Party's operations or services rendered under this Automatic Aid Agreement, including any workers' compensation suits, liability, or expense, arising thereunder.**

2. Except hazmat supplies, each Party shall be responsible for all costs of its employees, supplies, and equipment associated with aid and services rendered under this agreement. Concerning hazmat supplies, the host agency will, upon request, reimburse in a timely fashion the responding agency for any hazmat supplies expended.[1] The host agency shall then have the right to seek recovery of the amount of any such reimbursement by billing the party responsible for creating the hazmat incident (the "Responsible Party"). The host jurisdiction's responsibility to reimburse responding agencies shall not be contingent on the host jurisdiction's ability to recover from the Responsible Party.

3. Each Party shall be responsible for all repairs, maintenance, and upkeep of all equipment used in conjunction with this agreement.

4. Each Party shall endeavor to have its members become familiar with the equipment operated by other participating Parties. Responding personnel shall only operate or employ equipment that they are qualified to operate safely.

5. Deployment of the resources of the Parties shall be done following a pre-determined and agreed-upon methodology utilizing the most current Computer Aided Dispatch (CAD)[2] available.

---

[1] "Foam" is one example of such a hazmat consumable supply item.

[2] The CAD is a resource deployment platform operated and maintained by Bonner County Sherriff's Office/Dispatch

6. Services rendered according to this Automatic Aid Agreement shall include fire, rescue, and hazardous material incidents. (Emergency Medical Services are not included in this agreement.)

7. The Parties recognize that the availability of resources is dependent on many factors and this Automatic Aid Agreement does not bind any Party to provide services to another Party in a manner that would cause undue risk to the safety of the citizens or employees of the Parties.

8. This Automatic Aid Agreement shall be administered by way of a committee formed for such a purpose. The committee shall consist of the Fire Chief from each Party's fire service agency, and a representative from the Bonner County Sherriff's Office Dispatch. Committee members shall be familiar with the process of Computer Aided Dispatch.

9. The "first arriving officer" to an incident shall take command. Command may be passed to a more qualified officer based on the size and scope of the incident regardless of jurisdiction.

10. Each Party shall adopt such common or complimentary Standard Operating Guidelines (SOG's) as may be necessary to ensure that all personnel at a joint response incident operate commonly. Each Party's fire service branch will adhere to the National Incident Management System (NIMS). The fire service branch of each Party will operate on common dispatch and incident radio channels at joint incidents to maintain safe and effective communication among responding units.

11. This Automatic Aid Agreement is made with the understanding that no charges will be assessed to any of the other Parties hereto.

12. Safe and successful implementation of this Automatic Aid Agreement is dependent on training and familiarization between the Parties hereto. Each Party shall make its fire service members reasonably available to engage in joint training.

13. This Automatic Aid Agreement shall become effective thirty (30) days after being signed by all Parties and shall remain in full force and effect for two (2) years unless terminated as provided herein below.

14. A Party may withdraw from this Automatic Aid Agreement by providing 90 days' written notice to all other currently participating Parties of its intent to withdraw. If all Parties except one have withdrawn, this agreement shall be "terminated."

15. Severability. If any provision of this Automatic Aid Agreement or its application is held invalid, the remainder of the Automatic Aid Agreement or the application of the remainder of the Automatic Aid Agreement shall not be impacted.

16. This Automatic Aid Agreement supersedes all prior agreements, drafts, or discussions. Accordingly, this signed agreement constitutes the entire agreement between the Parties.

17. This Automatic Aid Agreement shall be governed and construed pursuant to Idaho law. It may only be amended or modified by way of a written amendment signed by all then-participating Parties.

In witness whereof the Parties have hereunto placed their hands on the day and year so indicated.

******Signatory Section******

Northside Fire District

Signature	Title	Date

Westside Fire District

Signature	Title	Date
	Chairman	3-15-24

Sagle Fire District

Signature	Title	Date
Geraldine Lewis	Chairman	3-15-24

City of Sandpoint

Signature	Title	Date

Staff Report

To: City Council
Prepared by: Daren Fluke, Interim City Planner
Report: May 8, 2024
Hearing: June 5, 2024
Item: PS24-0001: Bonner County Fairgrounds and Readiness Center Preliminary Plat - Public Hearing

Please Note: The Application and all materials related to this request are provided on the City's website at: www.sandpointidaho.gov/currentprojects

1) Introduction and Background

At the September 27, 2023, City Council meeting, a request to rezone portions of 4001 and 4203 N. Boyer Road owned by Bonner County was approved with the condition that the property be platted, which was memorialized through rezoning development agreements (see Attachment 1) The reason for the condition was that the property where the fairgrounds is located consists of un-platted property to which a portion of a platted lot (Readiness Center Lot 1) would be attached and that requires a platting action. In addition, the platting action will create lots that correspond to the new zoning district boundaries and properly dedicates Samuelson Avenue as public right of way.

The current Bonner County request for preliminary approval to subdivide their approximately 59 acres between Samuelson Ave and N. Boyer Road into three (3) platted lots and to dedicate Samuelson Avenue as a public right-of-way accomplishes the objectives stated above.



Figure 1 - Site Location

Preliminary plats set forth the basic information for the Planning & Zoning Commission and the City Council to determine if the proposed subdivision generally complies with the applicable requirements of the Sandpoint City Code. Upon approval of a preliminary plat by City Council, a permit for public infrastructure improvements may be issued and once complete/accepted, a final plat may be approved by City Council and recorded. A final plat is necessary to create/sell new lots and no building permits may be issued prior to the final plat recording.

This preliminary plat submittal is unique in that the City has an agreement with the property owner adjacent to the newly dedicated Samuelson Avenue Right of Way to extend the improvements from the existing terminus north to the City Limit (see Attachment 2). Therefore, no preliminary improvement plans have been submitted by Bonner County with the preliminary plat.

At the March 5, 2024, Planning and Zoning Commission public hearing, the Commission unanimously voted to recommend approval of PS24-0001 to the City Council.

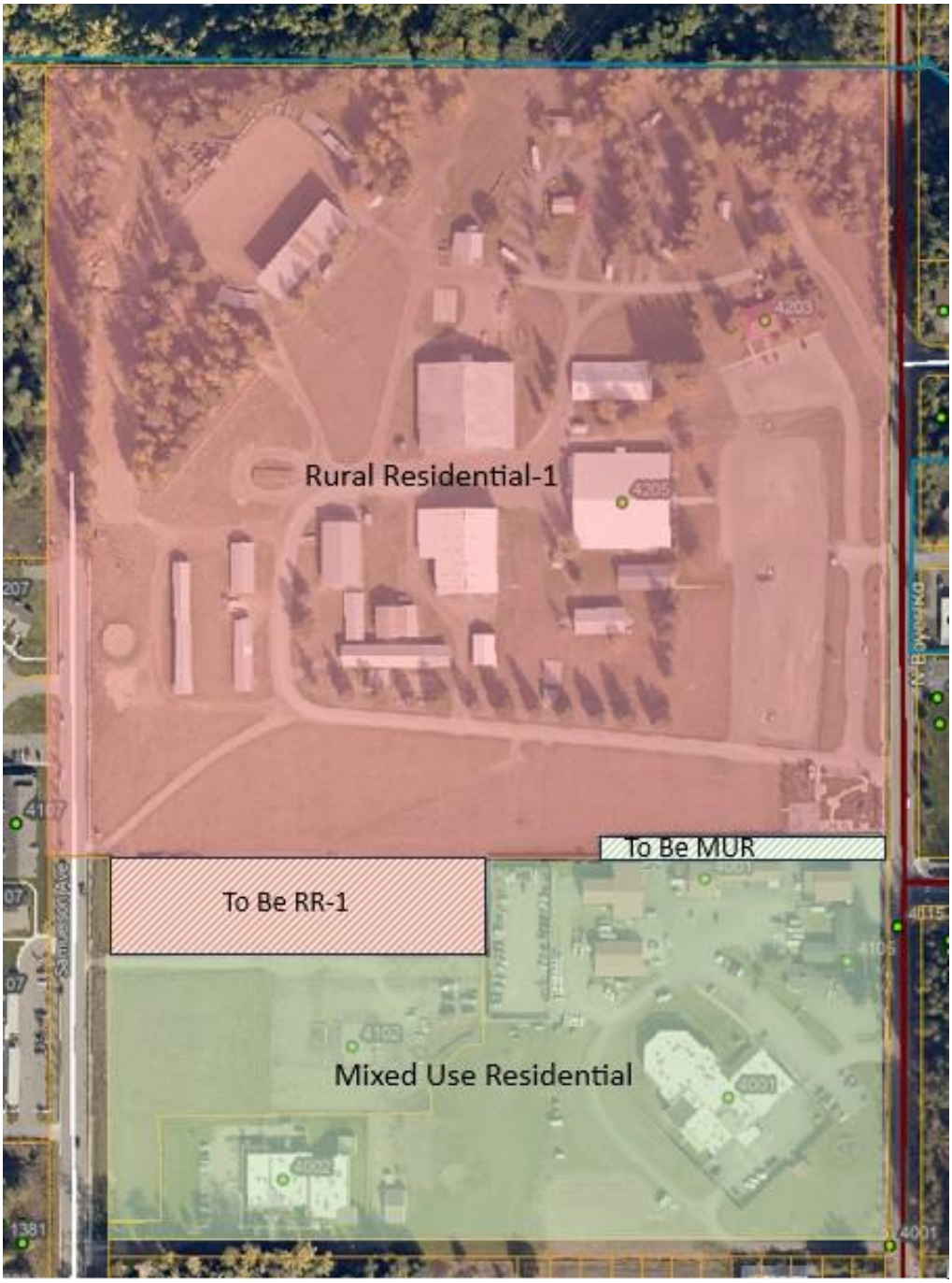


Figure 2 - Zoning

2) Preliminary Plat Requirements

Title 10, Chapter 1 establishes the requirements for a preliminary plat.

Facts: The following information is required to be shown on a preliminary plat:

§10-1-C-1 Preliminary Plats must meet the requirements of Idaho Code 50-1304.
§10-1-C-2 A contour map, existing and proposed streets, alleys and other spaces shall be shown.
§10-1-C-3 Lot Dimensions shall be shown and meet the site zoning regulations.
§10-1-C-4 North point and scale shall be shown.
§10-1-C-5 Proof of ownership shall be provided.
§10-1-C-6 Proposed uses shall be provided.
§10-1-C-7 All proposed public improvements shall be shown.
§10-1-C-8 A map and list of property owners within 300 feet shall be provided.
§10-1-C-9 Business or industrial lots indicated.
§10-1-C-10 The presence of wetlands and/or location in a floodplain shall be provided.

Findings: All relevant requirements of §10-1-C have been met. Regarding §10-1-C-7, preliminary engineering plans have not been submitted as noted above. Little Sand Creek, LLC, or the successor owner of RPS38180000010A to the west, will submit infrastructure plans for review and approval and construct the roadway extension.

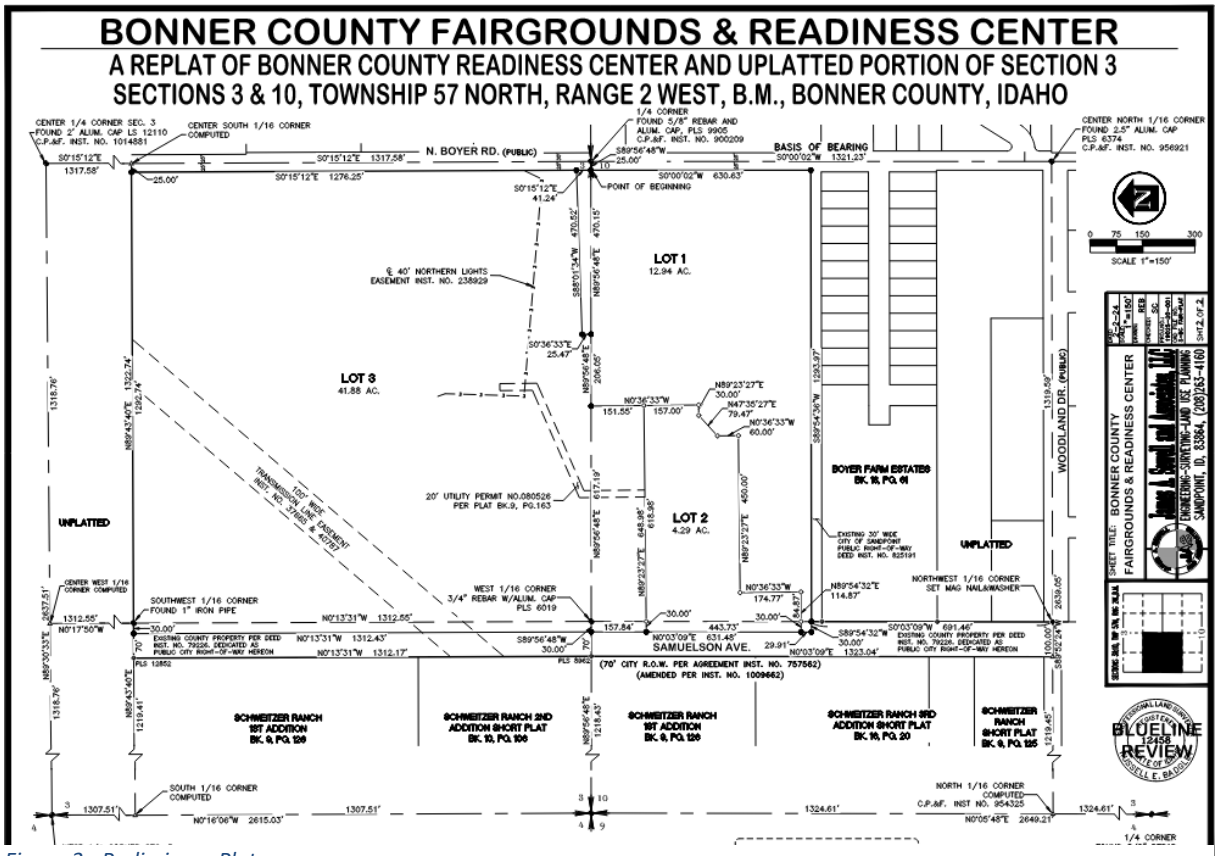


Figure 3 - Preliminary Plat

3) Agency Comments

Per Idaho Code and Sandpoint City Code, all applicable jurisdictions and agencies have been notified of the proposal including, but not limited to:

REVIEWING DEPARTMENTS & AGENCIES:				
City of Sandpoint	**Local Agencies & Districts**	**State & Federal**	**Bonner County**	**Other**
☒ Building ☒ Fire Marshal ☒ Planning ☒ City Engineer ☒ Operations	☒ Independent Highway District ☒ Pend Oreille School District ☒ Panhandle Health District ☒ City of Dover ☒ City of Ponderay	☒ ID Dept. Lands ☒ Environmental Quality ☒ ID Transportation Dept. (ITD) ☒ USACE ☒ ID Water Resources	☒ Surveyor☒ Sandpoint Airport ☒ Planning ☒ BC EMS ☒ Commission	☒ Avista Utilities ☒ Northern Lights ☒ Various Utility/Service Providers ☒ BNSF Railroad
X = Request for review/comments sent to department or agency.				

At the time of this report draft, the city has received three (3) agency responses to the application, which can be found here. Any additional comments received will be forwarded to the Planning and Zoning Commission.

Staff response to comments:

1. Bonner County GIS: Correction included as condition of approval.
2. Independent Highway District: Recommended changes identified as conditions of approval for final plat.
3. County Surveyor: Correction noted and identified as condition of final plat approval.

4) Conformance with existing plans, policies, and regulations

A. Multimodal Transportation Master Plan/Urban Area Transportation Plan

City Code, Title 10, Section 6 requires conformance with the Transportation Plan and provides that streets shall be designed in accordance with the development standards of the city of Sandpoint. The Multimodal Transportation Master Plan (MTMP) adopted in 2021 provides vision, goals, and objectives against which developments can be evaluated. The Urban Area Transportation Plan (UATP) serves as the current standards, specific to access management and traffic analysis. The relevant goals, objectives and standards for which a subdivision should be evaluated are noted below, with staff review **bolded.**

At this time, the action is to create platted lots and dedicate right-of-way and no development is planned so no traffic study was required. Any future development of the property will require further review of traffic impacts.

MTMP Goal 1. Provide a balanced approach to mobility.
Objectives:

- Improve and enhance safety and traffic circulation and preserve an acceptable level of service (LOS) at intersections; strive to maintain a LOS of D or better for peak hour traffic at intersections on Citystreets.
- Limit the number of approaches onto collectors and arterials in order to minimize safety conflicts between modes and preserve the function of the multimodal corridor.
- Continue to require compliance with roadway access management standards as part of land use application approvalprocess.

The subdivision does not create any additional approaches onto collector streets and the TIS determined the development will not reduce any intersections to below a LOS D.

MTMP Goal 2. Provide a walkable and bikeable network throughout the community.
Objectives:

- Continue to enhance the walkability and bike-ability of not only Downtown, but also the entire community and improve walking and bicycling routes throughout the community.
- Continue to require development proposals to provide complete streets in a manner consistent with design standards, asapplicable.

The subdivision is platting Samuelson Avenue as a 70-foot right of way, which, when constructed, will have a multi-use path on the west and sidewalks extended on the east side to the corporate limit.

MTMP Goal 4. Support a resilient, livable and sustainable multimodal system.
Objectives:

- Consider the long-term functionality and maintenance obligations when developingright-of-way design standards and through the subdivision approval process.
- Require compliance with adopted street design standards.

The subdivision will provide a 70-foot right-of-way, meeting City design standards.

MTMP Goal 8. Proactively plan for an increase in demands
Objectives:

- Continue to implement requirements for traffic analyses and mitigation measures resulting from private development and changes in use.
- With new development projects, encourage the design and construction of local streets to improve multimodal connectivity and safety; encourage well-connected, grid type street patterns with new development.

As noted above a traffic impact analysis is not required at this time.

Applicable appendices of the UATP are reviewed below.

- Appendix E, Developer Packet
  Provides a checklist for ensuring design coherence with urban area development standards.

  Complete compliance with the UATP will occur with engineering review and permits for construction of Samuelson Ave.

- Appendix G, Access Management Policy

  Access management is the proactive management of vehicular access points to land parcels adjacent to all manner of roadways to promote safe and efficient use of the transportation system. This local policy is consistent with national engineering best practices.

  Approach Location
  Approaches shall be located so as not to create undue interference with, or hazard to, the free movement of normal street or pedestrian traffic, or cause areas of congestion.

  Approach Spacing
  Spacing standards limit the number of driveways on a roadway by mandating a minimum separation distance between driveways. This reduces the potential for collisions as motorists enter or exit the roadway and encourages joint access, where appropriate. Table G-4 provides the Minimum Intersection and Approach Spacing Requirements, specifying that driveways on a collector street shall be a minimum of 150' apart and on Local (residential) streets allows for access to each lot. The UATP also provides that the spacing between intersections shall be no less than 250'.

  All elements applicable to the preliminary plat appear to conform with Appendix G as no new intersections nor access points are being proposed.

C. Other Provisions (City Code Title 7)
City Code, Title 7 provides various additional requirements related to utility and rights-of-way construction. Resolution 00-22 adopts a number of other manuals, standards, and specifications for public streets and rights-of-way. Conformance with these other provisions is thoroughly assessed during the construction permitting phase of the project whereby detailed engineered plans undergo a review process.

Conformance with these provisions will be thoroughly assessed during the construction permitting phase of the project when detailed, engineered plans are reviewed. municipal utilities are available in proximity to the site.

D. Zoning (City Code, Title 9)
Zoning code regulates uses, setbacks, lot sizes, required frontages along streets, and may also contain certain design standards for resulting development.

Rural Residential One (RR1) and Mixed Use Residential (MUR) Zones
The subdivision is creating a larger area of Rural Residential zoning to account for future expansion of fairgrounds uses, while adjusting the line for the Readiness Center to incorporate an existing fence and structures. The size of lots 2 and 3, as well as the setbacks of the existing structures remain compliant with the MUR Zoning District.

E. Subdivision & Development Standards (City Code, Titles 10 & 11)

Subdivision code section 10-1-6 regulates the required public improvements to serve a development, including the overall layout of blocks, streets, pathways, the provision of utilities, design standards and general procedures. As noted above, this subdivision will not result in public improvements, rather those will be provided by the developer of the adjacent property.

5) Draft Conditions of Approval

Based upon the requirements of City Code relative to preliminary plats, the following conditions shall be included in any motion to approve:

1. The final plat signature sheet will be updated to ensure the name of signatory is printed under the signature line.
2. The final plat shall address the comments of the Independent Highway District as follows:
    a. The reference to the previous agreement amendment regarding extension of Samuelson Avenue (Instrument #79226) shall be removed.
    b. Needed corrections to the right-of-way widths of N. Boyer Road will be made.
    c. The 20-foot utility easement shall be shown centered on the existing 10” water main that straddles Lots 1 and 3 of the plat.
3. Add City of Sandpoint to the plat headings.

6) Action

Per Sandpoint City Code §9-9-5, notice has been provided to property owners within 300 feet of the parcel boundaries on which the proposal is being considered. Notice has also been posted at the site 7 days in advance of the hearing and a summary has been provided in the official newspaper of general circulation 21 days prior to the hearing date.



Following public testimony and subsequent deliberations, the City Council may take one of the following actions in accordance with Sandpoint City Code §9-9-9 (B):

I. Concur with the recommendation of the planning commission if said commission's finding is deemed accurate and correct and grant the application, and, where action requires an ordinance to be adopted by the city council, proceed according to Idaho Code section 50-9.

II. Postpone consideration of the application to consult with the planning commission and its advisors and staff so that, within forty (40) days, after hearing the planning commission's recommendation, the application shall be approved, conditionally approved, or denied.

III. Deny the application.

7) Application History

12/14/2023	Application submittal
1/26/2024	Application complete
2/05/2024	Notice to applicant of next available P&Z public hearing date
2/13/2024	P&Z hearing notice published/mailed to property owners within 300'/sent to agencies
2/26/2024	P&Z public hearing notice posted on site
3/05/2024	Planning and Zoning Commission public hearing
5/15/2024	City Council hearing notice published/mailed to property owners within 300'/sent to agencies
5/15/24	City Council public hearing notice posted on site
6/05/2024	City Council public hearing

8) Attachments

1. Rezoning Development Agreements (Instrument Nos. 1026084 and 1026085)
2. Samuelson Avenue Right-of-Way construction and dedication Development Agreement (Instrument #1023)

From: Alivia Shumaker
To: Kelly Christensen
Subject: FW: Request for comment PS24-0001 Bonner County Fairgrounds and Readiness Center
Date: Wednesday, May 22, 2024 8:13:33 AM
Attachments: image001.png

Comment PS24-0001

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Wednesday, May 22, 2024 7:10 AM
To: Alivia Shumaker <ashumaker@sandpointidaho.gov>
Subject: RE: Request for comment PS24-0001 Bonner County Fairgrounds and Readiness Center

[Caution] This email originated from outside the City of Sandpoint organization. **Do not** click on links or open attachments unless you recognize the sender and know it's safe. When in doubt contact the IT Department

Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Alivia Shumaker <ashumaker@sandpointidaho.gov>
Sent: Wednesday, May 1, 2024 8:21 AM
Subject: Request for comment PS24-0001 Bonner County Fairgrounds and Readiness Center

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good morning,

Notice is hereby given that the Sandpoint Planning and Zoning Commission will hold a public hearing at the
meeting on Monday, June 5, 2024, at 5:30 p.m. in Council chambers at City Hall, 1123 W. Lake St., Sandpoint,
Idaho, to consider the following:

A request (City Application #PS24-0001) to obtain preliminary approval for a three (3) lot subdivision of three
(3) parcels (RPS3835001001AA, RPS00000036601A, and RPS38350010020A) totaling 59.11 acres, bounded by
N. Boyer Road to the east, Samuelson Avenue to the west, and private property to the north and south. The site
is legally described as Bonner County Readiness Center, Block 1, Lots 1 and 2 and un-platted portion of Section
3 Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho.

Copies of the complete files for this matter are available for review online at www.sandpoindaho.gov/CurrentProjects or at the Sandpoint Planning and Building office at City Hall (address above), 208-263-3370. Any written testimony to be considered at this meeting must be delivered to City Hall or by email to cityclerk@sandpointdaho.gov before 5:00 p.m. on May 29, 2024. To request special accommodation to view the application files or participate in the above-noticed meeting, send a message to the email address above or call 208-263-3310 at least two (2) business days prior to the meeting. The City maintains a GIS map with layers that may be helpful in considering this request.

If you have any questions, please don't hesitate to ask.

Sincerely,

Alivia Shumaker
City of Sandpoint - Permit Technician
208.946.2061
Ashumaker@sandpointidaho.gov
1123 Lake St. Sandpoint, ID 83864

From: D1Permits
To: Kelly Christensen
Subject: RE: 4002 Boyer PS24-0002
Date: Thursday, May 9, 2024 7:39:30 AM
Attachments: image003.gif
image001.jpg
image002.png

[Caution] This email originated from outside the City of Sandpoint organization. **Do not** click on links or open attachments unless you recognize the sender and know it's safe. When in doubt contact the IT Department

ITD has no comment.

Have a nice day!

Kimberly Hobson
Project Coordinator
Innovation Steward
District 1
Work: 208.772.8079
Email: kimberly.hobson@itd.idaho.gov
Website: *itd.idaho.gov*
Work schedule: M-F 7AM- 4PM

From: Kelly Christensen <kchristensen@sandpointidaho.gov>
Sent: Wednesday, May 8, 2024 3:56 PM
To: Becky Meyer <becky.meyer@lposd.org>; C Gilmore <cgilmore@phd1.idaho.gov>; Claire May <claire.may@bonnercountyid.gov>; Dave Schuck <dave.schuck@bonnercountyid.gov>; EH Applications <EHApplications@phd1.idaho.gov>; ES Joquist <esjoquist@idl.idaho.gov>; IHD Clerk <ihdclerk@gmail.com>; D1Permits <D1Permits@itd.idaho.gov>; Kelly Fisher <Kelly.Fisher@lposd.org>; Kristie May <kristie.may@deq.idaho.gov>; Land Records <landrecords@bonnercountyid.gov>; mcarash@bonnercountyid.gov; Marvin Fenn <Marvin.Fenn@itd.idaho.gov>; maryann.monaldi@bnsf.com; Matt Diel <matt.diel@lposd.org>; ryan.kopera@bnsf.com; Stacy Simkins <Stacy.Simkins@itd.idaho.gov>; Steve Gill <steve.gill@deq.idaho.gov>
Subject: 4002 Boyer PS24-0002

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good Afternoon,

Notice is hereby given that the City of Sandpoint has received an application for a Short Plat (City Application No. PSP24-0002) to create a personal storage/garage condominium consisting of six separate buildings accommodating 101 separate units that will be sold for

individual use or for business storage/warehousing. All buildings will be situated on a common lot that will be fenced and will include an owner's clubhouse. The subject property is located in the Industrial General (IG) zoning district at 4002 N. Boyer Rd (parcel no. RPS39170000040A) and is legally described as Lot 4, Terraplane Place, Sandpoint, Idaho.

The preliminary plat for this application is attached to this email. Additional application materials can be viewed online by visiting www.sandpointidaho.gov/CurrentProjects and viewing file no. PSP24-0001. Complete application materials are on file at Sandpoint City Hall, 1123 Lake Street, Sandpoint, ID, (208) 263-3370.

PLEASE NOTE: This application does NOT require a Public Hearing. **If you wish to provide comment, please submit no later than May 21, 2024.** Responses may be mailed to Sandpoint Planning and Building Services, 1123 Lake St, Sandpoint, ID 83864 or e-mailed to cityplanning@sandpointidaho.gov

The City maintains a GIS map that may be helpful in reviewing this request.

Please let me know if you have any questions.

Sincerely,

Kelly Christensen

sandpointidaho.gov
1123 Lake St. Sandpoint, ID 83864

Community Planning and Development
Administrative Assistant

Kelly Christensen
kchristensen@sandpointidaho.gov
208-263-3370

Instrument # 1026084
Bonner County, Sandpoint, Idaho
10/04/2023 12:03:08 PM No. of Pages: 4
Recorded for: BOCC/LUKE OMODT
Michael W. Rosedale Fee: $0.00
Ex-Officio Recorder Deputy CB
Index to: MISC

ZONING DEVELOPMENT AGREEMENT

This Development Agreement, pursuant to Section 9-9-11 of the Sandpoint City Code, is entered into by the City of Sandpoint, a municipal corporation of the State of Idaho, 1123 Lake Street, Sandpoint, Idaho 83864, hereinafter referred to as **CITY**, and Bonner County, a political subdivision of the State of Idaho, hereinafter referred to as **APPLICANT.**

The purpose of this Zoning Agreement is to allow a change in zoning within the City of Sandpoint with conditions to allow a specific project for a specific property. Approval of this Agreement, pursuant to the provisions set forth herein and pursuant to Section 9-9-11 of Sandpoint City Code and permitted pursuant to Idaho Code Section 67-6511A shall permit such proposed uses with conditions upon the real property hereinafter described and within the proposed zone.

This Zoning Agreement has been initiated upon the recommendation of the City Planner and as required by the Planning and Zoning Commission and City Council of the City of Sandpoint. Said officials and agencies have determined that the proposed rezoning be approved Council subject to the execution and implementation of this Agreement.

The APPLICANT and owner of property described below, does hereby acknowledge, covenant, agree, stipulate and affirm that the property and uses proposed shall be subject to this Development Agreement.

The legal description of the real property parcel subject herein is as follows:

A portion of the approximate 40-acre parcel known as the Bonner County Fairgrounds which is the SE 1/4 of the SW 1/4 of Section 3, Township 57 North, Range 2 West. Beginning at the South 1/4 corner of Section 3 which is the North 1/4 Corner of Section 10 and the Northeast corner of Lot 1 of the Bonner County Readiness Center Plat, thence N89°26'39"W a distance of 495.15 feet along the shared property line between Lot 1 and the Fairgrounds to a fence corner; thence North a distance of 25.47 feet to a fence corner; thence N88°38'07"E a distance of 495.55 feet generally along an existing fence to the East line of said SE 1/4 of the SW 1/4; thence S0°23'14"W a distance of 42.08' along said East line to the point of the beginning. This land is located between the playground at the southeast corner of the fairgrounds and the Bonner County Drivers Licensing office.

In addition to those items specifically required by Chapter 9, Title 9 of the Sandpoint City Code, the following are likewise included herein and are conditions of **rezoning of this property from the to the Rural Residential One (RR-1) zoning district to the Mixed Use Residential (MUR) zoning district**:

1. Prior to finalization of the rezoning, a platting action must be approved that adjusts the property lines to correspond with the zoning districts.

2. All City Code provisions in effect once the rezoning is finalized that are applicable to the Mixed Use Residential (MUR) District shall apply to this property.

This Zoning Agreement has been approved by the Sandpoint City Council and the Sandpoint City Attorney.

This Agreement, following approval by the City Council of the City of Sandpoint, shall be recorded in its entirety in the office of Bonner County Recorder. The cost and expense of such recording shall be paid by **APPLICANT**. This Agreement shall be deemed to run with the land and be affixed thereto and shall be a continuing obligation of **APPLICANT** or any subsequent owner, co-owner, agent, transferee, heir or assignee. The use of the property and compliance with this Agreement shall be reviewed and approved by the City, prior to issuance of any building permits.

The provisions of this Agreement, if approved, may be modified or amended only after a public hearing by the City Council of the City of Sandpoint and no modification of this Agreement shall allow a use or condition on this property that is not permitted within the proposed zone and any said modification shall be agreed to in writing by the parties to this agreement. Any modification to this Agreement shall be recorded in its entirety in the office of the Bonner County Recorder.

Compliance with this Agreement may be enforced by the action of the City of Sandpoint by any means deemed appropriate, including but not limited to specific enforcement, injunctive relief, damages or criminal penalties. Such enforcement options available to the City Council shall be deemed to be cumulative.

This Agreement is made and entered into freely, knowingly and voluntarily by the parties hereto in their appropriate and lawful capacities.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

DATED this 28th day of September 2023.

CITY OF SANDPOINT

Kate McAlister, City Council President
for Shelby Rognstad, Mayor

Attest:

Melissa Ward, City Clerk

APPLICANT

Steven Bradshaw, Chairman, Bonner County Board of Commissioners

Attest:

Michael Rosedale, County Clerk

Instrument # 1026085
Bonner County, Sandpoint, Idaho
10/04/2023 12:03:08 PM No. of Pages: 4
Recorded for: BOCC/LUKE OMODT
Michael W. Rosedale Fee: $0.00
Ex-Officio Recorder Deputy
Index to: MISC

ZONING DEVELOPMENT AGREEMENT

This Development Agreement, pursuant to Section 9-9-11 of the Sandpoint City Code, is entered into by the City of Sandpoint, a municipal corporation of the State of Idaho, 1123 Lake Street, Sandpoint, Idaho 83864, hereinafter referred to as **CITY**, and Bonner County, a political subdivision of the State of Idaho, hereinafter referred to as **APPLICANT.**

The purpose of this Zoning Agreement is to allow a change in zoning within the City of Sandpoint with conditions to allow a specific project for a specific property. Approval of this Agreement, pursuant to the provisions set forth herein and pursuant to Section 9-9-11 of Sandpoint City Code and permitted pursuant to Idaho Code Section 67-6511A shall permit such proposed uses with conditions upon the real property hereinafter described and within the proposed zone.

This Zoning Agreement has been initiated upon the recommendation of the City Planner and as required by the Planning and Zoning Commission and City Council of the City of Sandpoint. Said officials and agencies have determined that the proposed rezoning be approved Council subject to the execution and implementation of this Agreement.

The APPLICANT and owner of property described below, does hereby acknowledge, covenant, agree, stipulate and affirm that the property and uses proposed shall be subject to this Development Agreement.

The legal description of the real property parcel subject herein is as follows:

A portion of Lot 1, Bonner County Readiness Center located in Section 10, Township 57 North, Range 2 West. Beginning at the Northwest corner of Lot 1 of the Bonner County Readiness Center Plat, thence S89°26'39"E along the northerly property line of Lot 1 a distance of 617.17 feet; thence S 00°00'00"E a distance of 151.55' to the Northeast corner of Lot 2 of the Bonner County Readiness Center Plat; thence S90°00'00"W along the shared property line between Lot 1 and Lot 2 a distance of 619.00' to the Northwest corner of Lot 2; thence N00°40'08"E a distance of 157.55' along the westerly property line of Lot 1 to the point of beginning. This land is bordered by Samuelson Avenue to the west, the existing Fairgrounds property to the north, and the Bonner County Sheriff's Office to the east.

In addition to those items specifically required by Chapter 9, Title 9 of the Sandpoint City Code, the following are likewise included herein and are conditions of **rezoning of this property from the Mixed Use Residential (MUR) zoning district to the Rural Residential 1 (RR-1)** zoning district:

1. Prior to finalization of the rezoning, a platting action must be approved that adjusts the property lines to correspond with the zoning districts.

2. All City Code provisions in effect once the rezoning is finalized that are applicable to the Rural Residential One (RR-1) District shall apply to this property.

This Zoning Agreement has been approved by the Sandpoint City Council and the Sandpoint City Attorney.

This Agreement, following approval by the City Council of the City of Sandpoint, shall be recorded in its entirety in the office of Bonner County Recorder. The cost and expense of such recording shall be paid by **APPLICANT**. This Agreement shall be deemed to run with the land and be affixed thereto and shall be a continuing obligation of **APPLICANT** or any subsequent owner, co-owner, agent, transferee, heir or assignee. The use of the property and compliance with this Agreement shall be reviewed and approved by the City, prior to issuance of any building permits.

The provisions of this Agreement, if approved, may be modified or amended only after a public hearing by the City Council of the City of Sandpoint and no modification of this Agreement shall allow a use or condition on this property that is not permitted within the proposed zone and any said modification shall be agreed to in writing by the parties to this agreement. Any modification to this Agreement shall be recorded in its entirety in the office of the Bonner County Recorder.

Compliance with this Agreement may be enforced by the action of the City of Sandpoint by any means deemed appropriate, including but not limited to specific enforcement, injunctive relief, damages or criminal penalties. Such enforcement options available to the City Council shall be deemed to be cumulative.

This Agreement is made and entered into freely, knowingly and voluntarily by the parties hereto in their appropriate and lawful capacities.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

DATED this 28th day of September 2023.

CITY OF SANDPOINT

Kate McAlister, City Council President
for Shelby Rognstad, Mayor

Attest:

Melissa Ward, City Clerk

APPLICANT

Steven Bradshaw, Chairman, Bonner County Board of Commissioners

Attest:

Michael Rosedale, County Clerk

Instrument # 1023623
Bonner County, Sandpoint, Idaho
08/04/2023 01:01:52 PM No. of Pages: 7
Recorded for: NORRIS BOYD
Michael W. Rosedale Fee: $28.00
Ex-Officio Recorder Deputy
Index to: MISC

DEVELOPMENT AGREEMENT

SAMUELSON AVENUE RIGHT-OF-WAY CONSTRUCTION AND DEDICATION

THIS DEVELOPMENT AGREEMENT (AGREEMENT) is entered into this 4th day of August, 2023 by and between the CITY of Sandpoint, Bonner County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "CITY," whose address is 1123 W Lake Street, Sandpoint, Idaho 83862; and Little Sand Creek, LLC, an Idaho limited liability company and owner of the property known as Parcel #RPS38180000010A, hereinafter referred to as the "DEVELOPER", whose address is 600 Olde Hickory Road, Lancaster, PA 17601 and any successors, heirs, or assigns. The CITY and DEVELOPER are sometimes referred to herein as a "party" or "parties."

WITNESSETH:

WHEREAS, a Right-of-Way Agreement between the City of Sandpoint and Bonner County regarding the Samuelson Avenue right-of-way was recorded on August 27, 2008, as Instrument Number 757562; and

WHEREAS, a First Amendment to Instrument #757562 was recorded on August 9, 2022 as Instrument #1009662 to extend the allowed timeline for right-of-way construction to June 1, 2027 and to detail the requirements for right-of-way dedication through the plating process while maintaining the remaining agreement provisions; and

WHEREAS, Instrument #757562 Section 4 expressly states that the intention and expectation is that construction of the right-of-way will be accomplished by requiring a developer of adjacent property to carry out construction, and Instrument #1009662 Section 2.c states that the City or

its assignee, are authorized to access the County property (RPS00000036601A) for the purpose of completing construction improvements;

WHEREAS, DEVELOPER is the owner of the adjacent property Parcel #RPS38180000010A, and legally described as Lot 1 of Schweitzer Ranch 1st Addition, according to the official plat thereof, filed in Book 9 of Plats at Page 126, records of Bonner County, Idaho ("Development Parcel"); and

WHEREAS, for the Development Parcel to be developed, street frontage is required; and

WHEREAS, the DEVELOPER is pursuing a development of approximately 156 multiple family dwelling units on the Development Parcel that will require a conditional use permit approval by the City of Sandpoint Planning and Zoning Commission.

NOW, THEREFORE, be it resolved, that the CITY designates the DEVELOPER as its assignee to complete the right-of-way improvements subject to the following requirements.

1. **PERMITS:** The Developer shall apply for a Public Infrastructure Permit and submit all engineered drawings to the City after a preliminary plat of the County property (RPS00000036601A) with a 70- foot public right-of-way along the western edge dedicated to the City of Sandpoint is approved. The Developer may concurrently apply for a conditional use permit for development of the site with the understanding that one of the required conditions of approval would be substantial completion of the required infrastructure improvements and approval of the final plat before building permits would be issued and that other conditions of approval may apply per Sandpoint City Code §9-9-6-A-6 as determined by the Planning and Zoning Commission.

2. **REQUIRED INFRASTRUCTURE IMPROVEMENTS:** The DEVELOPER agrees to construct the following public improvements within the dedicated right-of-way in accordance with the terms of this Agreement and the applicable standards adopted by the CITY: sanitary sewer and water system extensions, fire hydrants, stormwater management, street, signage, curbs and gutters, drainage appurtenances, sidewalks and trails, street lighting, street trees, and the conditions herein (the "Required Infrastructure Improvements"), in accordance with the final plans identified as Approved For Construction. DEVELOPER agrees to confer with CITY staff during the course of the project to verify that all Required Infrastructure Improvements are in fact being installed and built-in conformance with standards adopted by the CITY.

3. **CONSTRUCTION SCHEDULE:** At the time of Public Infrastructure Permit Application, a timeline of right-of-way construction shall be provided. All right-of-way improvements shall be installed prior to building permits being issued for the Development Parcel.

4. **STANDARDS AND WARRANTY**: The DEVELOPER agrees that all Required Infrastructure Improvements shall be built to CITY standards and permits, adhering to all CITY policies and procedures and standards adopted by the CITY, including but not limited to Idaho Standards for Public Works Construction (ISPWC) (latest edition). The DEVELOPER further agrees that the final construction plans shall be submitted to the CITY for approval prior to commencement of any construction; shall detail construction of all Required Infrastructure Improvements; and, that all such work will be constructed in a workmanlike manner. The DEVELOPER will properly warrant all required infrastructure improvements properly from defects by providing a warranty bond in an amount approved by the CITY and representing twenty percent (20%) of the estimated cost of all Required infrastructure improvements for a period of two years from the date of written acceptance by the CITY and prior to Final Plat approval. Should the DEVELOPER fail to make any required repairs within thirty days' written notice, the CITY may exercise the warranty bond. This period may be extended by the CITY if inclement winter weather prevents repair within the thirty-day period.

5. **INSPECTION AND TESTING**: All Required Infrastructure Improvements shall be inspected and tested by qualified professionals in accordance with Idaho Standards for Public Works Construction (latest edition) with all costs of testing and inspection to be borne by the DEVELOPER.

6. **ACCEPTANCE AND FAILURE TO COMPLY:** Inspection reports and testing records, conducted at the frequency and method(s) specified in the Idaho Standards for Public Works Construction (latest edition) for all Required Infrastructure Improvements shall be provided to the CITY within ninety days of completion of construction. A letter(s) signed by a professional engineer(s), licensed in Idaho, shall be provided by the DEVELOPER to the CITY stating that the substantially completed work was constructed in accordance with the conditions of this Agreement and subsequent permits, including but not limited to the approved plans and standards set forth herein. In no event shall the CITY accept the Required Infrastructure Improvements and/or approve a Final Plat, until such documentation has been provided and deemed acceptable by the CITY Engineer. The CITY reserves the right to retain the performance bond for Required Infrastructure Improvements and/or withhold other permits until the CITY has accepted the same. The City may approve the Final Plat upon substantial completion of Required Infrastructure Improvements that are necessary to provide safe access to each lot, including but not limited to curbs and gutters, paved streets, utility and stormwater systems, and signage. Required infrastructure improvements such as sidewalk, lighting, permanent erosion and sediment controls, plantings, and other minor punch-list items may be completed after the Final Plat is recorded, but no later than the first Certificate of Occupancy, at the discretion of the CITY

Engineer, in conjunction with a security totaling 150% of the amount of the remaining work to be completed.

7. **SECURITY FOR REQUIRED INFRASTRUCTURE IMPROVEMENTS**: The DEVELOPER or the DEVELOPER'S contractor shall submit a security device, sufficient to cover 150% of the CITY's approved estimated cost of construction, testing, and inspection for a portion of the required infrastructure improvements including: water main extensions, sewer main extensions, and storm drainage facilities. This security device shall be provided prior to issuance of the related construction permit(s) and shall inure to the benefit of CITY and may be in the form of a performance bond, irrevocable letter of credit, cash deposit or other security device acceptable to the CITY. The CITY reserves the right to perform the Required Infrastructure Improvements and retain the security in the event that the DEVELOPER fails to perform the work in accordance with this Agreement, as determined by the CITY. In no event will the security device be released until all Required Infrastructure Improvements have been completed in accordance with this Agreement and the Final Plat is approved by the CITY.

8. **MERGER AND AMENDMENT**: All promises and negotiations between the parties' merge into this Agreement. The Parties agree that this Agreement shall be amended only in writing and signed by both parties. The Parties further agree that this Agreement is not intended to replace any other requirement of CITY Code, but instead this Agreement is to be interpreted in connection with and as a supplement to CITY Code provisions.

9. **CONDITIONS**: The DEVELOPER shall meet the following requirements for this project.

A. The newly dedicated right-of-way shall maintain the existing 70-foot right-of-way width. The road cross-section shall match existing, generally in accordance with "Schweitzer Mountain Ranch" water and sewer drawings, prepared by Jerry Storhaug, P.E., dated 7/16/2008, "Samuelson Street Section" detail, sheet 5 of 5, to be verified in the field by City of Sandpoint.

B. As a dead-end street, a fire turnaround shall be constructed pursuant to Sandpoint City Code §10-1-6-6. The turnaround will require an easement to be recorded on Parcel #RPS38180000010A, the details of which will be provided at time of preliminary plat.

C. No building permits shall be issued for Schweitzer Ranch Lot 1 Short Plat 1st Addition (RPS38180000010A) until Samuelson Ave. is substantially constructed, and final plat approved.

D. Pursuant to Instrument Number 757562 Section 4, the County may require utility service stubs and drive approaches to the east edge of the new right of way.

E. Pursuant to Instrument Number 757562 Section 7, the fence along the eastern edge of the 70' right-of-way shall be extended the entire length to the north terminus of the Parcel # RPS38180000010A.

F. Pursuant to Instrument Number 757562 Section 10, sale of any trees removed from the right of way shall be remitted to the Bonner County Fair Board Association.

G. Pursuant to Instrument Number 757562 Section 11, any structures, fences, lighting fixtures, etc. located within the proposed right of way shall be relocated by the Developer as directed by the County.

[Signature page follows]

IN WITNESS WHEREOF, each party has signed this Agreement on the date stated below the party's signature.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Sandpoint have executed this contract on behalf of CITY, the City Clerk has affixed the seal of the City of Sandpoint hereto, and DEVELOPER has caused the same to be executed the day and year first written above.

CITY OF SANDPOINT

Shelby Rognstad, Mayor

ATTEST

Melissa Ward, Sandpoint City Clerk

(signature of DEVELOPER on following page)

DEVELOPER

Little Sand Creek, LLC

By: Norris Boyd, Member

On this 4th day of Aug, in the year 2023, before me a Notary Public, personally appeared, Norris Boyd, whose name is subscribed to the within instrument and who acknowledged to me that he has the authority to execute the same on behalf of Little Sand Creek, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal the day and year in this certificate first above written.

Cassidy Brocaille

Notary Public: State of Idaho

My Commission expires: 01/17/2029




NOTARY
PUBLIC

AGENDA REPORT

City Council Meeting

TODAY'S DATE: 5/28/2024

MEETING DATE: 6/5/2024

TO: MAYOR AND CITY COUNCIL

FROM: Maeve Nevins-Lavtar, Park Planning & Development Manager

SUBJECT: Request to Award Agreement A24-5300-6 to Ginno Construction of Idaho, Inc. for Travers Park Playground & Splash Pad Construction Project

DESCRIPTION/BACKGROUND:

City staff recommends the approval of Agreement No. A24-5300-6 between the City of Sandpoint and Ginno Construction Co. for the construction services for Travers Park Playground & Splash Pad Construction Project.

The project was solicitated in accordance with Idaho Code 67-2805(2) and City Procurement Policy as Bid No. 24-5300-2, with bids returned to City Council on May 22, 2024. The City received three bids as follows:

Stewart Contracting, Inc:	$1,532,000.00
WM Welch Corp.:	$996,600.00
Ginno Construction of Idaho, Inc.:	$881,000.00

Ginno Construction of Idaho, Inc. submitted the lowest bid and is being recommended for award of the contract. If awarded, the project will be substantially completed by end of 2024 (*weather dependent).

The City will notify adjacent residents upon approval of the Contractor's schedule and prior to commencement of the project. Park access to the existing skatepark, existing outdoor fields, outdoor tennis courts and trail will be maintained with pedestrian detours, as needed.

Funding for this project is by the Parks and Recreation Capital Improvement Fund and the Land Waters Conservation Grant Fund.

STAFF RECOMMENDATION:

Staff recommends City Council consider award Agreement No. A24-5300-6 to Ginno Construction of Idaho, Inc. in the amount of $881,000 for the Travers Park Playground & Splash Pad Construction Project and authorize the Mayor to approve future Change Orders up to the maximum approved project budget.

ACTION:

Approve the Agreement No. A24-5300-6 to Ginno Construction of Idaho, Inc. in the amount of $881,000 for the Travers Park Playground & Splash Pad Construction Project and authorize the Mayor to approve future Change Orders up to the maximum approved project budget.

WILL THERE BE ANY FINANCIAL IMPACT? Yes **HAS THIS ITEM BEEN BUDGETED?** Yes

ATTACHMENTS:

Proposed Resolution

Agreement No. A24-5300-6

No: 24-
Date: June 5, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AGREEMENT WITH GINNO CONSTRUCTION OF IDAHO, INC., FOR CONSTRUCTION OF INCLUSIVE PLAYGROUND AND SPLASH PAD AT TRAVERS PARK (CITY AGREEMENT NO. A24-5300-6)

WHEREAS: On May 1, 2024, under Resolution 24-028, City Council directed City staff to solicit bids for construction of an inclusive, ADA-accesible playground and splash pad at Travers Park, utilizing the City of Sandpoint's standard procurement process;

WHEREAS: Following that direction, under Bid No. 24-5300-2, City staff solicited bids in accordance with Idaho Code § 67-2805(2) and the City's Procurement Policy;

WHEREAS: Three (3) bids were received, with Ginno Construction of Idaho, Inc., submitting the lowest bid in the amount of $881,000.00;

WHEREAS: Staff recommends award of this contract to Ginno Construction of Idaho, Inc., in the amount of $881,000.00;

WHEREAS: If awarded, the project will be substantially complete, weather dependent, by the end of 2024; and

WHEREAS: Funding for this project will come from the Parks and Recreation Capital Improvement Fund and the Land Waters Conservation Grant Fund.

NOW, THEREFORE, BE IT RESOLVED THAT: The contract for construction of an inclusive, ADA-accesible playground and splash pad at Travers Park is hereby awarded to Ginno Construction of Idaho, Inc., in the amount of $881,000.00.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee, as applicable, is authorized to execute City Agreement No. A24-5300-6 with Ginno Construction of Idaho, Inc.

BE IT FURTHER RESOLVED THAT: The Mayor is additionally authorized to approve future change orders up to the maximum approved project budget.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Sandpoint, Idaho ("Owner") and Ginno Construction of Idaho, Inc. ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

A. Construction of a new inclusive playground with play equipment and playground protective surfacing, splash pad elements, water storage tank and irrigation pump, utilities, landscape, and irrigation.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

1. City of Sandpoint – TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION.

ARTICLE 3—ENGINEER

3.01 The Owner will assume all duties and responsibilities of Engineer, and have rights and authority assigned to Engineer in the Contract.

3.02 The project has been designed by the Owner's consultant Michael Terrell – Landscape Architecture, PLLC

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **December 20, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 13, 2025**.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above plus any extensions thereof allowed in accordance with

Article 12 of the General Conditions. 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 expires after the time (as duly adjusted pursuant to the Contract) specified 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 $250.00 for each day that expires after such time until the Work is completed and ready for final payment.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 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, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *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.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.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 the value of the Work completed (with the balance being retainage).
    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 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of 6% percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. Standard General Conditions, EJCDC C-700 (2018 Edition).
4. Supplementary Conditions.
5. Technical Specifications and Specifications (not attached but incorporated by reference) consisting of the Idaho Standards for Public Works Construction (ISPWC – 2020 Edition), excluding Division 100.
6. Federal Form FHWA-1273 -Required Contract Provisions – Federal-Aid Construction Contracts – Davis Bacon does not apply to this contract
7. Special Provisions-None
8. Drawings
9. Addenda (numbers **1 to 2**, inclusive).
10. Contractor's Bid
11. The following which may be 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.

e. Warranty Bond, if any.

12. In the event of inconsistency between the Contract Documents, the Contract Documents shall be interpreted in accordance with the listed priorities set forth in this provision, i.e, requirements of item 1 shall supersede all lower ranked items.

B. The Contract Documents listed in Paragraph 7.01.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 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the drawings.

5. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

6. 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.

7. 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.

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. 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.
11. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
12. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.
13. Contractor shall comply with Build America Buy America Act and additional provisions as outlined in Federal Form FHWA-1273, the "Required Contract provisions – Federal-Aid Construction Contracts with the exception of Section IV – Davis Bacon and Related Act Provisions, as this Act is not applicable to this project.

8.02 *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 8.02:
   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.

B. Contractor certifies the contractor is not suspended or disbarred from participating in covered transactions with the Federal Government.

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

This Agreement will be effective on June 6, 2024 (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Sandpoint *(typed or printed name of organization)*	Ginno Construction of Idaho, Inc. *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: Jeremy Grimm *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: _____ *(typed or printed)* *(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: City Clerk *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: City Clerk 1123 Lake Street Sandpoint, ID 83864	Address for giving notices:
Designated Representative:	Designated Representative:
Name: Maeve Nevins-Lavtar *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Development Manager *(typed or printed)*	Title: _____ *(typed or printed)*
Address: 1123 Lake Street Sandpoint, ID 83864	Address:
Phone: (208) 946-2711	Phone: _____
Email: mnevinslavtar@sandpointidaho.gov	Email: _____
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: _____ *(where applicable)* State: _____

THIS PAGE WAS INTENTIONALLY LEFT BLANK

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1—Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 6
Article 2—Preliminary Matters 7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 7
2.02 Copies of Documents 7
2.03 Before Starting Construction 7
2.04 Preconstruction Conference; Designation of Authorized Representatives 8
2.05 Acceptance of Schedules 8
2.06 Electronic Transmittals 8
Article 3—Contract Documents: Intent, Requirements, Reuse 9
3.01 Intent 9
3.02 Reference Standards 9
3.03 Reporting and Resolving Discrepancies 10
3.04 Requirements of the Contract Documents 10
3.05 Reuse of Documents 11
Article 4—Commencement and Progress of the Work 11
4.01 Commencement of Contract Times; Notice to Proceed 11
4.02 Starting the Work 11
4.03 Reference Points 11
4.04 Progress Schedule 12
4.05 Delays in Contractor's Progress 12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 13
5.01 Availability of Lands 13
5.02 Use of Site and Other Areas 14
5.03 Subsurface and Physical Conditions 15
5.04 Differing Subsurface or Physical Conditions 16

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.05 Underground Facilities 17
5.06 Hazardous Environmental Conditions at Site 19
Article 6—Bonds and Insurance 21
6.01 Performance, Payment, and Other Bonds 21
6.02 Insurance—General Provisions 22
6.03 Contractor's Insurance 24
6.04 Builder's Risk and Other Property Insurance 25
6.05 Property Losses; Subrogation 25
6.06 Receipt and Application of Property Insurance Proceeds 27
Article 7—Contractor's Responsibilities 27
7.01 Contractor's Means and Methods of Construction 27
7.02 Supervision and Superintendence 27
7.03 Labor; Working Hours 27
7.04 Services, Materials, and Equipment 28
7.05 "Or Equals" 28
7.06 Substitutes 29
7.07 Concerning Subcontractors and Suppliers 31
7.08 Patent Fees and Royalties 32
7.09 Permits 33
7.10 Taxes 33
7.11 Laws and Regulations 33
7.12 Record Documents 33
7.13 Safety and Protection 34
7.14 Hazard Communication Programs 35
7.15 Emergencies 35
7.16 Submittals 35
7.17 Contractor's General Warranty and Guarantee 38
7.18 Indemnification 39
7.19 Delegation of Professional Design Services 39
Article 8—Other Work at the Site 40
8.01 Other Work 40
8.02 Coordination 41
8.03 Legal Relationships 41

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 9—Owner's Responsibilities 42
9.01 Communications to Contractor 42
9.02 Replacement of Engineer 42
9.03 Furnish Data 42
9.04 Pay When Due 42
9.05 Lands and Easements; Reports, Tests, and Drawings 43
9.06 Insurance 43
9.07 Change Orders 43
9.08 Inspections, Tests, and Approvals 43
9.09 Limitations on Owner's Responsibilities 43
9.10 Undisclosed Hazardous Environmental Condition 43
9.11 Evidence of Financial Arrangements 43
9.12 Safety Programs 43
Article 10—Engineer's Status During Construction 44
10.01 Owner's Representative 44
10.02 Visits to Site 44
10.03 Resident Project Representative 44
10.04 Engineer's Authority 44
10.05 Determinations for Unit Price Work 45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work 45
10.07 Limitations on Engineer's Authority and Responsibilities 45
10.08 Compliance with Safety Program 45
Article 11—Changes to the Contract 46
11.01 Amending and Supplementing the Contract 46
11.02 Change Orders 46
11.03 Work Change Directives 46
11.04 Field Orders 47
11.05 Owner-Authorized Changes in the Work 47
11.06 Unauthorized Changes in the Work 47
11.07 Change of Contract Price 47
11.08 Change of Contract Times 49
11.09 Change Proposals 49
11.10 Notification to Surety 50

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 12—Claims 50
12.01 Claims 50
Article 13—Cost of the Work; Allowances; Unit Price Work 51
13.01 Cost of the Work 51
13.02 Allowances 55
13.03 Unit Price Work 55
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 56
14.01 Access to Work 56
14.02 Tests, Inspections, and Approvals 56
14.03 Defective Work 57
14.04 Acceptance of Defective Work 58
14.05 Uncovering Work 58
14.06 Owner May Stop the Work 58
14.07 Owner May Correct Defective Work 59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period 59
15.01 Progress Payments 59
15.02 Contractor's Warranty of Title 62
15.03 Substantial Completion 62
15.04 Partial Use or Occupancy 63
15.05 Final Inspection 64
15.06 Final Payment 64
15.07 Waiver of Claims 65
15.08 Correction Period 66
Article 16—Suspension of Work and Termination 67
16.01 Owner May Suspend Work 67
16.02 Owner May Terminate for Cause 67
16.03 Owner May Terminate for Convenience 68
16.04 Contractor May Stop Work or Terminate 68
Article 17—Final Resolution of Disputes 69
17.01 Methods and Procedures 69
Article 18—Miscellaneous 69
18.01 Giving Notice 69
18.02 Computation of Times 69

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.03 Cumulative Remedies 70
18.04 Limitation of Damages 70
18.05 No Waiver 70
18.06 Survival of Obligations 70
18.07 Controlling Law 70
18.08 Assignment of Contract 70
18.09 Successors and Assigns 70
18.10 Headings 70

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    a. will certify that the proposed substitute item will:
        1) perform adequately the functions and achieve the results called for by the general design;
        2) be similar in substance to the item specified; and
        3) be suited to the same use as the item specified.
    b. will state:
        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    c. will identify:
        1) all variations of the proposed substitute item from the item specified; and
        2) available engineering, sales, maintenance, repair, and replacement services.
    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    a. to supervise, direct, or control the Work;
    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    a. the Work is defective, requiring correction or replacement;
    b. the Contract Price has been reduced by Change Orders;
    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
    a. all documentation called for in the Contract Documents;
    b. consent of the surety, if any, to final payment;
    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party 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.

18.09 *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.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1
Article 2— Preliminary Matters 1
Article 3— Contract Documents: Intent, Requirements, Reuse 2
Article 4— Commencement and Progress of the Work 2
Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions 3
Article 6— Bonds and Insurance 4
Article 7— Contractor's Responsibilities 8
Article 8— Other Work at the Site 10
Article 9— Owner's Responsibilities 10
Article 10— Engineer's Status During Construction 11
Article 11— Changes to the Contract 11
Article 12— Claims 11
Article 13— Cost of Work; Allowances, Unit Price Work 11
Article 14— Tests and Inspections; Correction, Removal, or Accceptance of Defective Work 11
Article 15— Payments to Contractor, Set Offs; Completions; Correction Period 12
Article 16— Suspension of Work and Termination 12
Article 17— Final Resolutions of Disputes 12
Article 18— Miscellaneous 12
Article 19— Prosecution of the Work 12

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01 Delete Paragraph 1.01.A.46.c in its entirety and replace with the following:

46.c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

SC-1.01 Add the following immediately after Paragraph 1.01.A.50:

51. *Special Provisions* - The part of the Contract that amends or supplements the Specifications.

52. *Request for Information* – A written request for information or clarification, requiring a written response to Owner, Engineer, or Contractor, initiated by Owner, Engineer, or Contractor.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor **[1]** electronic, fully signed copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract.

2.03 *Before Starting Construction*

SC-2.03 Delete Paragraph 2.03.A.1 in its entirety and replace with the following:

1. A detailed Progress Schedule used to plan, coordinate, and control the progress of construction and shall include the following:

   a. provide for orderly, timely, and efficient prosecution of the Work;

   b. contain sufficient detail to enable both the Contractor and the Engineer to plan,

   coordinate, and control their respective Contract responsibilities

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

c. sufficient detail for each Bid Item of Work, at a minimum, and indicate the durations, dates for starting and completing the various stages of the Work, and including subcontractor work; and,

d. durations and relationships of required submittals, major material procurement lead times, permitting, traffic control, and any utility coordination.

2.05 *Acceptance of Schedules*

SC-2.05 Delete Paragraph 2.05.A in its entirety and replace with the following:

A. No Work on Site shall begin until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times and meets the requirements of the Contract. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 3 days to revise and resubmit the schedule.

SC-2.05 Add the following immediately after Paragraph 2.05.A:

B. Acceptance of the Progress Schedule will provide an overall baseline for progressing the Work and be supplemented with a "look-ahead" Work schedule each week to the Engineer. The "look-ahead" Project Work schedule will be presented in a bar chart that shows at least three weeks of activity including the week the bar chart is issued with the largest time scale unit of 1 calendar day (smaller scales may be used) representing each activity that will be done including the location/limits of the Work. The first "look-ahead" schedule will be provided within one week after acceptance of the Progress Schedule.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.02 *Use of Site and Other Areas*

SC-5.02 Delete Paragraph 5.02.A.2 and insert the following paragraph in its place:

A. 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, defend, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

SC-5.06 Delete Paragraph 5.06.J and insert the following paragraph in its place:

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for Whom Contractor is responsible. Nothing in Paragraph 5.06.J obligates

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 6—BONDS AND INSURANCE

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.D:

1. All certificates of insurance shall name as additionally insured:
    a. City of Sandpoint

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions). All insurance policies shall contain a Waiver of Subrogation coverage or endorsements.

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
8. All policies shall contain waiver of subrogation coverage or endorsements.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	$2,000,000.00
Products—Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00
Bodily Injury and Property Damage—Each Occurrence	$1,000,000.00

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000.00

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$2,000,000.00
General Aggregate	$2,000,000.00

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
General Aggregate	$1,000,000.00

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$500,000.00
Annual Aggregate	$1,000,000.00

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Add the following immediately after Paragraph 6.04.E:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

    a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

    b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
5. extend to cover damage or loss to insured property while in transit.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

C. Contractor may perform the Work at the Site only between the hours of 6:30AM and 10PM, Monday thru Sunday unless otherwise authorized by the Owner in writing.

7.10 *Taxes*

SC-7.10 Add the following paragraph immediately after Paragraph 7.10.A:

B. In the event of the Contractor's default on the payment of taxes, excises, and license fees as set forth in Idaho Code 63-1503, the Owner shall have the authority to withhold from any payment due the Contractor under this contract, the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing authorities to which said Contractor is liable.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.11 *Laws and Regulations*

SC-7.11 Add the following paragraph immediately after Paragraph 7.11.C:

D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of the Contractor;

1. **Idaho Code Section 63-1501. Definitions.** As used in this act, the following terms shall have the following meanings:

   "Contracting units" shall include the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein.

   "Contractor" shall mean any person, firm, co-partnership, association, or corporation, foreign or domestic, entering into a contract for the construction, erection, repair, or improvement of any kind or character of public works in this state.

   "Taxes" shall mean all taxes, assessments, excises, and license fees authorized to be levied, assessed, and collected under the laws of this state, other than taxes on real property.

   "Taxing unit" shall mean the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein authorized by law to assess, levy and collect taxes.

2. **Idaho Code Section 63-1502. Conditions precedent to contract for public works.** Before entering into a contract for the construction of any public works in this state, the contracting unit shall require as conditions precedent that the contractor be authorized to do business in this state and that he furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable then due or delinquent.

3. **Idaho Code Section 63-1503. Contractor for public works to pay or secure taxes—Agreement.** Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:

   The Contractor, in consideration of securing the business of erecting or constructing public works in this state, recognizing that 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 when taxes, excises, or license fees to which he is liable become payable, agrees:

   a. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, 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;

   b. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

c. 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 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.

4. **Idaho Code Section 44-1002** requires the following: The Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed, the Contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States.

5. **Idaho Code Chapter 19 of Title 54** requires proper licensing of Public Works Contractors.

7.18 *Indemnification*

SC-7.18 Delete Paragraph 7.18.A in its entirety and insert the following paragraph in its place:

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property)other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.02 *Visits to Site.*

SC-10.02 Delete Paragraphs 10.02 in its entirety.

10.03 *Resident Project Representative.*

SC-10.03 Delete Paragraphs 10.03 in its entirety.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

    a. the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

    b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No Supplementary Conditions in this Article.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

SC-18.07 Delete Paragraph 18.07 in its entirety and insert the following paragraph in its place:

18.07 Controlling Law

This Contract is to be governed by the law of the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Contract, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County. In any action to enforce the terms and conditions of this Contract, the prevailing party may recover its reasonable attorney fees.

Add the following Article 19 – Prosecution of the Work, immediately following Article 18 - Miscellaneous.

ARTICLE 19—PROSECUTION OF THE WORK

SC-19.01 *General*

A. From the time of commencement of the Work to the time of Final Acceptance the Contractor shall: provide adequate Materials, Equipment, labor, and supervision to perform and complete the Work; perform the Work as vigorously and as continuously as conditions permit, and according to a Project Work schedule that ensures completion within the Contract Time or the adjusted Contract Time; not voluntarily suspend or slow down operations without prior written approval from the Engineer; and not resume suspended Work without the Engineer's written authorization.

SC-19.02 *Cost Reduction Proposals*

A. The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, is not eligible for consideration as a cost reduction proposal.

B. Proposal Requirements - The Engineer will not adopt a cost reduction proposal that impairs essential functions or characteristics of the Project, including, but not limited to, service life, economy of operation, ease of maintenance, designed appearance, or design and safety standards.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

To conserve time and funds, the Contractor may first submit a written request for a feasibility review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time savings. The Engineer will, within a reasonable time, advise the Contractor in writing whether or not the proposal would be considered by the Engineer, should the Contractor elect to submit a detailed cost reduction proposal.

C. A detailed cost reduction proposal shall include without limitation the following information:

1. A description of existing Contract requirements for performing the Work and the proposed change;
2. The Contract items of Work affected by the proposed change, including any quantity variation caused by the proposed change;
3. Pay Items affected by the proposed change including any quantity variations;
4. A detailed cost estimate for performing the Work under the existing Contract and under the proposed change.

Costs of re-design, which are incurred after the Engineer has accepted the proposal, shall be included in the cost of proposed work; and a date by which the Engineer must accept the proposal in order to accept the proposed change without impacting the Contract Time or cost reduction amount.

D. Continuing to Perform Work - The Contractor shall continue to perform the Work according to Contract requirements until the Engineer issues a Change Order incorporating the cost reduction proposal. If the Engineer fails to issue a Change Order by the date specified in the proposal, the proposal shall be deemed rejected.

E. Consideration of Proposal - The Engineer is not obligated to consider any cost reduction proposal. The Engineer will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted. The Engineer will determine in its sole discretion whether to accept a cost reduction proposal as well as the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the Engineer may disregard the Schedule of Items. The Engineer will establish prices that represent a fair measure of the value of Work to be performed or to be deleted as a result of the cost reduction proposal.

F. Sharing Investigation Costs - As a condition for considering a Contractor's cost reduction proposal, the Engineer reserves the right to require the Contractor to share in the Engineer's costs of investigating the proposal. If the Engineer exercises this right, the Contractor shall provide written acceptance of the condition to the Engineer. Such acceptance will authorize the Engineer to deduct its share of investigation costs from payments due or that may become due to the Contractor under the Contract.

G. Acceptance of Proposal Requirements - If the Contractor's cost reduction proposal is accepted in whole or in part, acceptance will be made by a Change Order. The Contractor's cost of preparing the cost reduction proposal and the Engineer's costs of investigating the proposal, including any portion paid by the Contractor, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

after the Engineer has accepted the proposal, will be included in the cost of the Work attributable to cost reduction measures. If the Engineer accepts the cost reduction proposal, the Change Order that authorizes the cost reduction measures will also address any Contract Time adjustment.

SC-19.03 *Force Account Work*

The Materials, Equipment and labor rates and procedures established in this Section apply to Extra Work ordered by the Engineer to be performed as Force Account Work.

A. Extra Work on a Force Account Basis - Before ordering Force Account Work, the Engineer will discuss the proposed work with the Contractor, and will seek the Contractor's comments and advice concerning the formulation of Force Account Work specifications. The Engineer is not bound by the Contractor's comments and advice, and has final authority to: determine and direct the Materials, Equipment and labor to be used on the approved Force Account Work and to determine the time of the Contractor's performance of the ordered Force Account Work.

B. If the Engineer orders the performance of Extra Work as Force Account Work, the Engineer will record, on a daily basis, the Materials, Equipment, labor, and Special Services used for the Force Account Work during that day. The Engineer and the Contractor shall sign the record daily to indicate agreement on the Materials, Equipment, labor, and Special Services used for the Force Account Work performed on that day.

C. The Owner will not be responsible for additional costs that are a direct or indirect result of the Contractor's inefficient means and methods or that reasonably could have been avoided if the Materials, Equipment, labor or services had been obtained at a more commercially reasonable cost.

D. Payment for Force Account Work shall be negotiated and agreed upon by Change Order.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

PERFORMANCE BOND

Contractor Name: Ginno Construction of Idaho, Inc. Address *(principal place of business)*: 3893 N. Schreiber Way Coeur d' Alene, ID 83815	**Surety** Name: Address *(principal place of business)*:
Owner Name: City of Sandpoint Mailing address *(principal place of business)*: 1123 Lake St. Sandpoint, Idaho 83864	**Contract** Description *(name and location)*: **A24-5300-6: Travers Park Playground & Splash Pad Construction** Contract Price: **$881,000** Effective Date of Contract: June 6, 2024

Bond

Bond Amount:

Date of Bond:

(~~Date of Bond cannot be earlier than~~ Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

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

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

Contractor	**Surety**
Name: **Ginno Construction of Idaho, Inc.** Address *(principal place of business)*: **3893 N. Shreiber Way** **Coeur d' Alene, ID 83815**	Name: Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Sandpoint** Mailing address *(principal place of business)*: **1123 Lake St.** **Sandpoint, ID 83864**	Description *(name and location)*: **A24-5300-6: Travers Park Playground & Splash Pad Construction** Contract Price: **$881,000** Effective Date of Contract: **June 6, 2024**

Bond

Bond Amount:

Date of Bond:

(~~Date of Bond cannot be earlier than~~ Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

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

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Title VI Special Provisions

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 2 l.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as

a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

BID NO. 24-5300-2
TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION PROJECT
ADDENDUM NO. 1

DATE: May 15, 2024
BID OPENING: Wednesday, May 22, 2024 @ 2:00:00 P.M.
PAGES: Addendum (1 page)

Acknowledge receipt of this Addendum by inserting its number and date on the Bid Form. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents. It modifies the Contract Documents as follows:

PART 2 – INSTRUCTIONS TO BIDDERS
2010 ISPWC 00200 - Instructions to Bidders for Construction Contracts
ARTICLE 17 – EVALUATION OF BIDS AND AWARD OF CONTRACT
Delete paragraph 17.05 in its entirety and replace with the following:

17.05 If the Contract is to be awarded, Owner will award the Contract to the qualified Bidder submitting the lowest responsive Bid. The lowest responsive Bid will be determined by the lowest Base Bid.

PART 10.0 CONSTRUCTION DRAWINGS

LD-1, Detail C. Artificial Turf Safety Surfacing (page 366)
Revise detail as follows:

Delete reference to 'Concrete' shown installed under 2" of SafetyFoam Pro.

Add the following note:

3" of 3/4" and smaller angular stone aggregate is to be provided under the safety surfacing / 2" SafetyFoam Pro. No concrete is to be provided under the safety surfacing, typical.

END OF ADDENDUM NO. 1

BID NO. 24-5300-2
TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION PROJECT
ADDENDUM NO. 2

DATE:	May 17, 2024
BID OPENING:	**Wednesday, May 22, 2024 @ 2:00:00 P.M.**
PAGES:	Addendum (2 pages) plus (176) pages of Attachments

Acknowledge receipt of this Addendum by inserting its number and date on the Bid Form. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents. It modifies the Contract Documents as follows:

Part 8-Division 1 Specifications
Section 116810 – SPLASH PAD
Part 2 PRODUCTS
2.7 SPLASH PAD FEATURE SPECIFICATIONS (BASE BID)
G. Splash Pad Controller : 0010-2248 by WTS (Base Bid)
The following shall be added to subsection n.

-Controller to be installed in WaterPlay Locking Pad Mounted Controller Cabinet, C02-501, or approved equal. Cabinet dimensions: 2'-7"w x 4'-0"t x 1'-4"d. Color: Black

Part 8-Division 1 Specifications
Section 116810 – SPLASH PAD
Part 2 PRODUCTS
3.2 PERFORMANCE
F. Installation
4. Controller Installation
Delete subsection a. in its entirety and replace with:

a. Base Bid Installation: Install in controller cabinet adjacent to fence. Install per manufacturer's details and specifications. Connect controller to electrical service. Install on concrete pad, 4" broom finish concrete over 6" of crushed surfacing base course. Provide sweeps for electrical service and control wire.

Part 8-Division 1 Specifications
Section 116813 – Playground Equipment
2.2 PLAYGROUND EQUIPMENT, GENERAL
B. Playworld and ID Sculpture, Owner Furnished, Contractor Installed:
1. Playworld, see individual items for Alternates
Delete subsection b. in its entirety and replace with:

b. ID Sculpture Play Equipment

1) (1) Type I ID Sculpture Boulder 1 With Ramp Net.
2) (3) Type J, Mushroom Steppers

Part 10-CONSTRUCTION DRAWINGS:

Delete Sheet L-1, Playground Base Bid

To be replaced with:

L-1, North Hill Alternates ('Delta' 1, Addendum #2, 5/17/2024). Revision includes identification of an existing tree to remain, adjust grades as necessary to preserve and protect.

(*SEE ATTACHMENT TO THIS ADDNEDUM)*

Delete Sheet L-3, *North Hill Alternates*

To be replaced with:

L-3, North Hill Alternates ('Delta' 1, Addendum #2, 5/17/2024). Revision includes identification of an existing tree to remain, adjust grades as necessary to preserve and protect.

(*SEE ATTACHMENT TO THIS ADDNEDUM)*

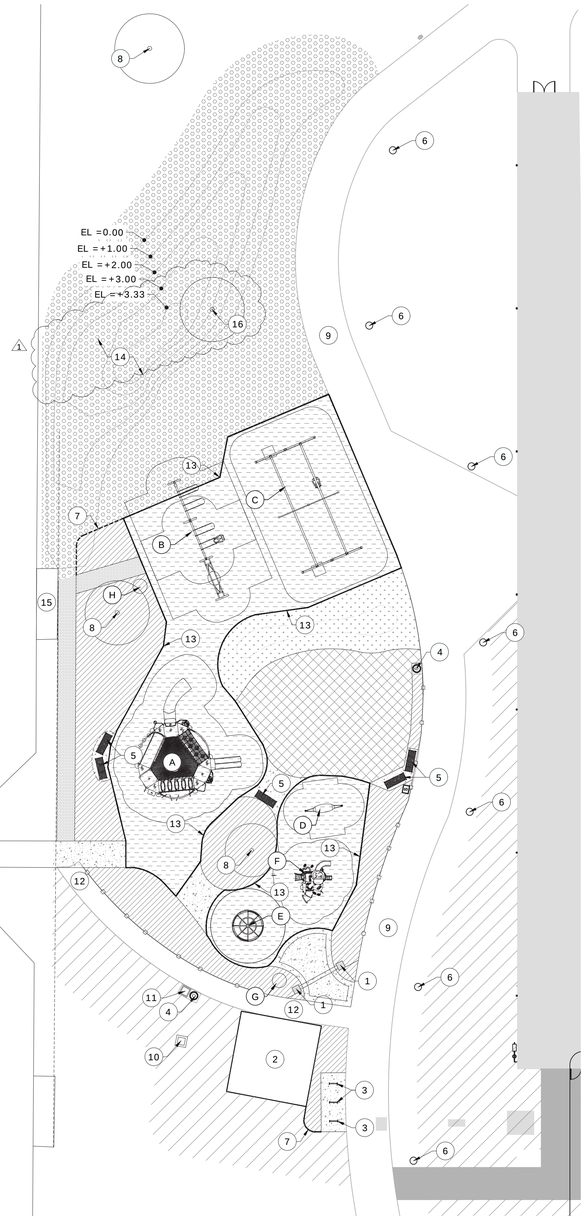
CLARIFICATION FOR Q AND A NO. 1 - QUESTION #2- Are the technical specifications for the playground equipment available?

See attachments to this addendum for manufacturer's information regarding installation of play equipment. These are for reference only. Contractor will be provided with final installation instructions upon delivery of the Owner Furnished playground equipment.

END OF ADDENDUM NO. 2

PLAYGROUND CALLOUTS

- (A) 5-12 PLAYGROUND EQUIPMENT TYPE A OR APPROVED EQUAL. SEE SPECIFICATIONS.
- (B) TYPE B 2 BAY SWING, OR APPROVED EQUAL. SEE SPECIFICATIONS.
- (C) TYPE C 2 BAY ZIP LINE OR APPROVED EQUAL. SEE SPECIFICATIONS.
- (D) TYPE D TOT SWING. SEE SPECIFICATIONS.
- (E) TYPE E MERRY-GO-ROUND. SEE SPECIFICATIONS.
- (F) TYPE F. TOT STRUCTURE. SEE SPECIFICATIONS.
- (G) BEAR STATUE. SEE SHEET LD-1, DETAIL H.
- (H) COUGAR STATUE. SEE SHEET LD-1, DETAIL H.



A PLAYGROUND CONSTRUCTION PLAN BASE BID

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.



B PLAYGROUND LAYOUT PLAN BASE BID

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

CALLOUTS

1. GATEWAY ELEMENT. OWNER PROVIDED, OWNER INSTALLED.
2. SHELTER AND CONCRETE PAD TO BE RELOCATED AS PART OF BUILDING CONSTRUCTION. BY OTHERS.
3. BIKE RACKS ON CONCRETE PAD. BIKE RACK: SPORTWORKS TOFINO NO SCRATCH BIKE RACK, SEE SPECIFICATIONS. OWNER PROVIDED, OWNER INSTALLED.
4. TRASH RECEPTACLE ON CONCRETE PAD. DUMOR #107, 22 GALLON STEEL RECEPTACLE. OWNER PROVIDED, OWNER INSTALLED.
5. 6' BENCH ON CONCRETE PAD. DUMOR BENCH #165, DOUGLAS FIR OR THERMALLY MODIFIED RED OAK SEAT. CENTER AND END ARMREST OR APPROVED EQUAL. OWNER PROVIDED, OWNER INSTALLED.
6. EXISTING LIGHT AS PART OF BUILDING CONSTRUCTION TO REMAIN. PRESERVE AND PROTECT.
7. 6" CONCRETE MOWCURB. SEE SHEET LD-2, DETAIL F.
8. EXISTING TREE TO REMAIN, PRESERVE AND PROTECT. LOCATION APPROXIMATE, VERIFY IN FIELD. SEE SHEET LD-2 DETAIL I.
9. FIRE LANE AS PART OF SPORT BUILDING CONSTRUCTION. BY OTHERS.
10. 320 SQ IN STEEL PARK GRILL ON SINGLE POST WITH EMBEDDED MOUNTING. OWNER PROVIDED, OWNER INSTALLED.
11. CONCRETE HOT COAL DISPOSAL BIN. OWNER PROVIDED, OWNER INSTALLED.
12. SIDEWALK AS PART OF SPORT BUILDING CONSTRUCTION. BY OTHERS.
13. PLAY AREA CURB, TYP. SEE SHEET LD-1, DETAIL A.
14. SLEDDING HILL. SEE SHEET L-3 FOR ALTERNATES.
15. DUGOUT. PRESERVE AND PROTECT.
16. ADJUST GRADES AROUND EXISTING TREE AND COORDINATE WITH BASE BID GRADING AND ALTERNATE #5 IF ACCEPTED. GRADING TO BE APPROVED BY OWNER TO PRESERVE AND PROTECT TREE.

LEGEND

- ARTIFICIAL TURF SAFETY SURFACING, **BASE BID**. SEE SHEET LD-1, DETAIL C.
- SODDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION, **BASE BID**.
- REPAIR AREA. SEEDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION, **BASE BID**. ALTERNATE #7: INSTALL SODDED TURF GRASS. SEE SPECIFICATIONS.
- PLANTER AREA WITH MINERAL MULCH TYPE 'A' OVER WEED BARRIER FABRIC. SEE PLANTING NOTES FOR TYPE.
- SPLASH PAD. SEE SHEET L-4.
- 4" BROOM FINISH CONCRETE WALK.
- ASPHALT PATH, **BASE BID**. ALTERNATE #8: 4" CONCRETE WITH MEDIUM BROOM FINISH. SEE SPECIFICATIONS.
- LANDSCAPE AND IRRIGATION REPAIR BY OTHERS AS PART OF BUILDING CONTRACT.
- 4' TALL CHAINLINK FENCE, BLACK. SEE SPECIFICATIONS.

CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
2. CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO COORDINATE UTILITY WORK, SLEEVE AND IRRIGATION INSTALLATION TO AVOID CONFLICTS BETWEEN UTILITIES, IRRIGATION EQUIPMENT AND THE PLACEMENT OF TREES, SHRUBS AND LANDSCAPE EDGING/MOWCURBS.
4. THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTIONS AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNER'S REPRESENTATIVES OF ANY DISCREPANCIES.
6. CONTRACTOR TO COORDINATE THESE PLANS WITH CIVIL, ELECTRICAL AND ARCHITECTURAL PLANS. IMMEDIATELY NOTIFY OWNER'S REPRESENTATIVE IF CONFLICTS BETWEEN PLANS ARE IDENTIFIED OR IF ADDITIONAL INFORMATION OR CLARIFICATION IS REQUIRED FOR COORDINATION.
7. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL CURBS AND WALKS DAMAGED DURING CONSTRUCTION.
8. LAYOUT AND EXTENT OF EXCAVATION TO BE STAKED AND REVIEWED IN THE FIELD BY LANDSCAPE ARCHITECT AND/OR OWNER.
9. LIABLE FOR ENCROACHMENT: THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND UNDERSTANDING THE LIMITS OR WORK. CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION OF ENCROACHMENT ONTO ADJACENT PROPERTY, RIGHTS-OF-WAY, EASEMENTS, SET-BACKS, OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER MARKED OR UNMARKED.

LAYOUT NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD A DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
2. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD AND CHALKED, STRING LINED OR FLAGGED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MINOR ADJUSTMENTS MADE TO ACHIEVE OVERALL DESIGN LAYOUT SHALL BE ACCEPTED BY THE OWNER PRIOR TO CONSTRUCTION.
3. LAYOUT IS BASED ON THE POINT(S) OF BEGINNING (P.O.B.) AND BASELINE(S) OR GRID SYSTEM AS SHOWN, SEE ARCHITECTURAL AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
4. ALL LAYOUT AND GRADES SHALL BE COMPLETED BY A LICENSED SURVEYOR.
5. LAYOUT AND FINAL GRADES TO BE APPROVED BY OWNER'S REPRESENTATIVE. SEE SPECIFICATIONS FOR FINISH GRADE REQUIREMENTS FOR FIELDS.

MATERIAL NOTES

1. ALL REINFORCING AND FORMS SHALL BE SECURED IN PLACE AND ACCEPTED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING ANY CONCRETE.
2. CONCRETE FINISHES SHALL BE AS NOTED. CONTRACTOR SHALL PROVIDE 4'X4' SAMPLES OF ALL SPECIFIED FINISHES OF CONCRETE USING THE SAME MATERIALS THAT WILL BE USED IN THE ACTUAL CONSTRUCTION FOR EACH TYPE SPECIFIED. SAMPLES SHALL BE PREPARED WELL ENOUGH IN ADVANCE OF SCHEDULED CONCRETE POUR TO ALLOW FOR REVIEW AND POSSIBLE RE-POURING OF UNACCEPTABLE SAMPLES. UNACCEPTABLE SAMPLES SHALL BE RE-PREPARED UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE. ACCEPTED SAMPLES SHALL BE PROTECTED AND REMAIN ON SITE FOR REFERENCE UNTIL FINAL ACCEPTANCE.
3. ALL FENCES AND GATES SHOWN ON PLAN ARE GRAPHIC REPRESENTATIONS; REFER TO DETAILS AND SPECIFICATIONS FOR PRECISE LOCATION AND GATE OPERATION.
4. ASPHALT SHALL NOT BE INSTALLED UNTIL ALL EDGES AND SITE FURNISHING PADS ARE INSTALLED.
5. DO NOT PLACE ANY ATHLETIC FIELD MATERIAL UNTIL SUBMITTALS ARE FULLY APPROVED. MATERIAL SUBMITTALS WILL BE COMPARED TO DELIVERED MATERIAL.

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

C 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
MICHAEL D. TERRELL
STATE OF IDAHO

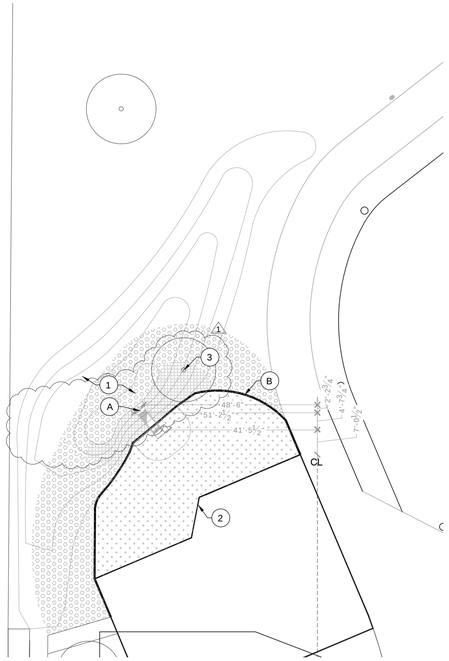
TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

PLAYGROUND - BASE BID

REVISION	DATE
1 ADDENDUM #2	5.17.24
2	
3	
4	

JOB NUMBER 22-100A
DATE 5/1/24
DRAWN BY SLH
CHECKED BY MDT

DRAWING 2 OF 12
L-1



BASE BID CALLOUTS

1. SLEDDING HILL. SEE SHEET L-1.
2. PLAY AREA CURB. SEE SHEET LD-1, DETAIL A.
3. ADJUST GRADES AROUND EXISTING TREE AND COORDINATE WITH BASE BID GRADING AND ALTERNATE #5 IF ACCEPTED. GRADING TO BE APPROVED BY OWNER TO PRESERVE AND PROTECT TREE.

ALTERNATE #4 CALLOUTS

- A. TYPE H ROLLER SLIDE WITH ADA TRANSFER SEAT AT BOTTOM OR APPROVED EQUAL. SEE SPECIFICATIONS.
- B. 12" EWF PLAYGROUND CURB. SEE SHEET LD-1, DETAIL D.

LEGEND

- REPAIR AREA. SEEDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION. ADJUST IRRIGATION AS NECESSARY TO ACHIEVE HEAD TO HEAD COVERAGE.
- PLANTER AREA WITH MINERAL MULCH TYPE 'A' OVER WEED BARRIER FABRIC. SEE PLANTING NOTES FOR TYPE.
- ENGINEERED WOOD FIBER SAFETY SURFACING. SEE SHEET LD-1, DETAIL D.
- BOULDER EMBANKMENT WALL AS PART OF ALTERNATE #4. SEE SHEET LD-1, DETAIL E.

B ALTERNATE #4 - EMBANKMENT BOULDERS, ROLLER SLIDE, SAFETY SURFACING CURB

SCALE: 1" = 20' - 0"



PLANT LEGEND

CODE	BOTANICAL NAME	COM. NAME	SIZE	H X W	QTY
TREES					
AR	Acer rubrum `Bowhall`	Bowhall Maple	2" Cal.	40`	15` 3

PLANT QUANTITY NOTE: CONTRACTOR SHALL VERIFY QUANTITIES IN PLANT LEGEND WITH PLANT SYMBOLS ON PLANS.

PLANT CALLOUTS

- XX — PLANT ABBREVIATION
- ## — NUMBER OF PLANTS
- EX — EXISTING

BASE BID CALLOUTS

1. SLEDDING HILL. SEE SHEET L-1.
2. 12" EWF PLAYGROUND CURB AS PART OF BASE BID, SEE SHEET L-1, DETAIL D.
3. 6" CONCRETE MOWCURB. SEE SHEET LD-2, DETAIL F.
4. ADJUST GRADES AROUND EXISTING TREE AND COORDINATE WITH BASE BID GRADING AND ALTERNATE #5 IF ACCEPTED. GRADING TO BE APPROVED BY OWNER TO PRESERVE AND PROTECT TREE.

ALTERNATE #3 CALLOUTS

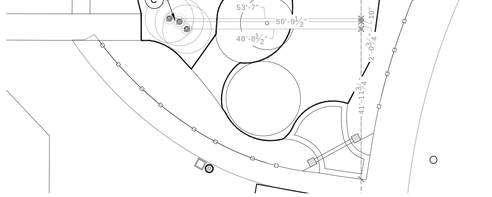
- A. 6" CONCRETE MOWCURB. SEE SHEET LD-2, DETAIL F.
- B. TYPE G FREE NOTES HARMONY PARK - BUTTERFLY ENSEMBLE, SURFACE MOUNTED. TURQUOISE, YELLOW, AND ORANGE BUTTERFLIES OR APPROVED EQUAL. SEE SPECIFICATIONS.
- C. 6' BENCH ON CONCRETE PAD. DUMOR BENCH #165, DOUGLAS FIR OR THERMALLY MODIFIED RED OAK SEAT. CENTER AND END ARMREST OR APPROVED EQUAL. OWNER PROVIDED, OWNER INSTALLED.

LEGEND

- REPAIR AREA. SEEDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION. ADJUST IRRIGATION AS NECESSARY TO ACHIEVE HEAD TO HEAD COVERAGE.
- PLANTER AREA WITH MINERAL MULCH TYPE 'A' OVER WEED BARRIER FABRIC. SEE PLANTING NOTES FOR TYPE.
- ASPHALT PATH. ALTERNATE #8: 4" CONCRETE WITH MEDIUM BROOM FINISH.

A ALTERNATE #3 - ASPHALT PATH, PLAZA, BUTTERFLY MUSIC ENSEMBLE

SCALE: 1" = 20' - 0"



BASE BID CALLOUTS

1. SLEDDING HILL. SEE SHEET L-1.
2. PLAY AREA CURB. SEE SHEET LD-1, DETAIL A.
3. ADJUST GRADES AROUND EXISTING TREE AND COORDINATE WITH BASE BID GRADING AND ALTERNATE #5 IF ACCEPTED. GRADING TO BE APPROVED BY OWNER TO PRESERVE AND PROTECT TREE.

ALTERNATE #5 CALLOUTS

- A. TYPE I ID SCULPTURE BOULDER 1 WITH RAMP NET OR APPROVED EQUAL. SEE SPECIFICATIONS.
- B. 12" EWF PLAYGROUND CURB. SEE SHEET LD-1, DETAIL D.
- C. TYPE J ID SCULPTURE MUSHROOM STEPPERS OR APPROVED EQUAL. SEE SPECIFICATIONS.

LEGEND

- REPAIR AREA. SEEDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION. ADJUST IRRIGATION AS NECESSARY TO ACHIEVE HEAD TO HEAD COVERAGE.
- ENGINEERED WOOD FIBER SAFETY SURFACING. SEE SHEET LD-1, DETAIL D.

C ALTERNATE #5 - ID SCULPTURE PLAY EQUIPMENT

SCALE: 1" = 20' - 0"

CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
2. CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO COORDINATE UTILITY WORK, SLEEVE AND IRRIGATION INSTALLATION TO AVOID CONFLICTS BETWEEN UTILITIES, IRRIGATION EQUIPMENT AND THE PLACEMENT OF TREES, SHRUBS AND LANDSCAPE EDGING/MOWCURBS.
4. THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTIONS AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNER'S REPRESENTATIVES OF ANY DISCREPANCIES.
6. CONTRACTOR TO COORDINATE THESE PLANS WITH CIVIL, ELECTRICAL AND ARCHITECTURAL PLANS. IMMEDIATELY NOTIFY OWNER'S REPRESENTATIVE IF CONFLICTS BETWEEN PLANS ARE IDENTIFIED OR IF ADDITIONAL INFORMATION OR CLARIFICATION IS REQUIRED FOR COORDINATION.
7. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL CURBS AND WALKS DAMAGED DURING CONSTRUCTION.
8. LAYOUT AND EXTENT OF EXCAVATION TO BE STAKED AND REVIEWED IN THE FIELD BY LANDSCAPE ARCHITECT AND/OR OWNER.
9. LIABLE FOR ENCROACHMENT: THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND UNDERSTANDING THE LIMITS OR WORK. CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION OF ENCROACHMENT ONTO ADJACENT PROPERTY. RIGHTS-OF-WAY, EASEMENTS, SET-BACKS, OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER MARKED OR UNMARKED.

LAYOUT NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD A DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
2. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD AND CHALKED, STRING LINED OR FLAGGED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MINOR ADJUSTMENTS MADE TO ACHIEVE OVERALL DESIGN LAYOUT SHALL BE ACCEPTED BY THE OWNER PRIOR TO CONSTRUCTION.
3. LAYOUT IS BASED ON THE POINT(S) OF BEGINNING (P.O.B.) AND BASELINE(S) OR GRID SYSTEM AS SHOWN, SEE ARCHITECTURAL AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
4. ALL LAYOUT AND GRADES SHALL BE COMPLETED BY A LICENSED SURVEYOR.
5. LAYOUT AND FINAL GRADES TO BE APPROVED BY OWNER'S REPRESENTATIVE. SEE SPECIFICATIONS FOR FINISH GRADE REQUIREMENTS FOR FIELDS.

MATERIAL NOTES

1. ALL REINFORCING AND FORMS SHALL BE SECURED IN PLACE AND ACCEPTED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING ANY CONCRETE.
2. CONCRETE FINISHES SHALL BE AS NOTED. CONTRACTOR SHALL PROVIDE 4'X4' SAMPLES OF ALL SPECIFIED FINISHES OF CONCRETE USING THE SAME MATERIALS THAT WILL BE USED IN THE ACTUAL CONSTRUCTION FOR EACH TYPE SPECIFIED. SAMPLES SHALL BE PREPARED WELL ENOUGH IN ADVANCE OF SCHEDULED CONCRETE POUR TO ALLOW FOR REVIEW AND POSSIBLE RE-POURING OF UNACCEPTABLE SAMPLES. UNACCEPTABLE SAMPLES SHALL BE RE-PREPARED UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE. ACCEPTED SAMPLES SHALL BE PROTECTED AND REMAIN ON SITE FOR REFERENCE UNTIL FINAL ACCEPTANCE.
3. ALL FENCES AND GATES SHOWN ON PLAN ARE GRAPHIC REPRESENTATIONS; REFER TO DETAILS AND SPECIFICATIONS FOR PRECISE LOCATION AND GATE OPERATION.
4. ASPHALT SHALL NOT BE INSTALLED UNTIL ALL EDGES AND SITE FURNISHING PADS ARE INSTALLED.
5. DO NOT PLACE ANY ATHLETIC FIELD MATERIAL UNTIL SUBMITTALS ARE FULLY APPROVED. MATERIAL SUBMITTALS WILL BE COMPARED TO DELIVERED MATERIAL.

Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

© 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
MICHAEL D. TERRELL
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

NORTH HILL ALTERNATES

REVISION	DATE
1 ADDENDUM #2	5.17.24
2	
3	
4	

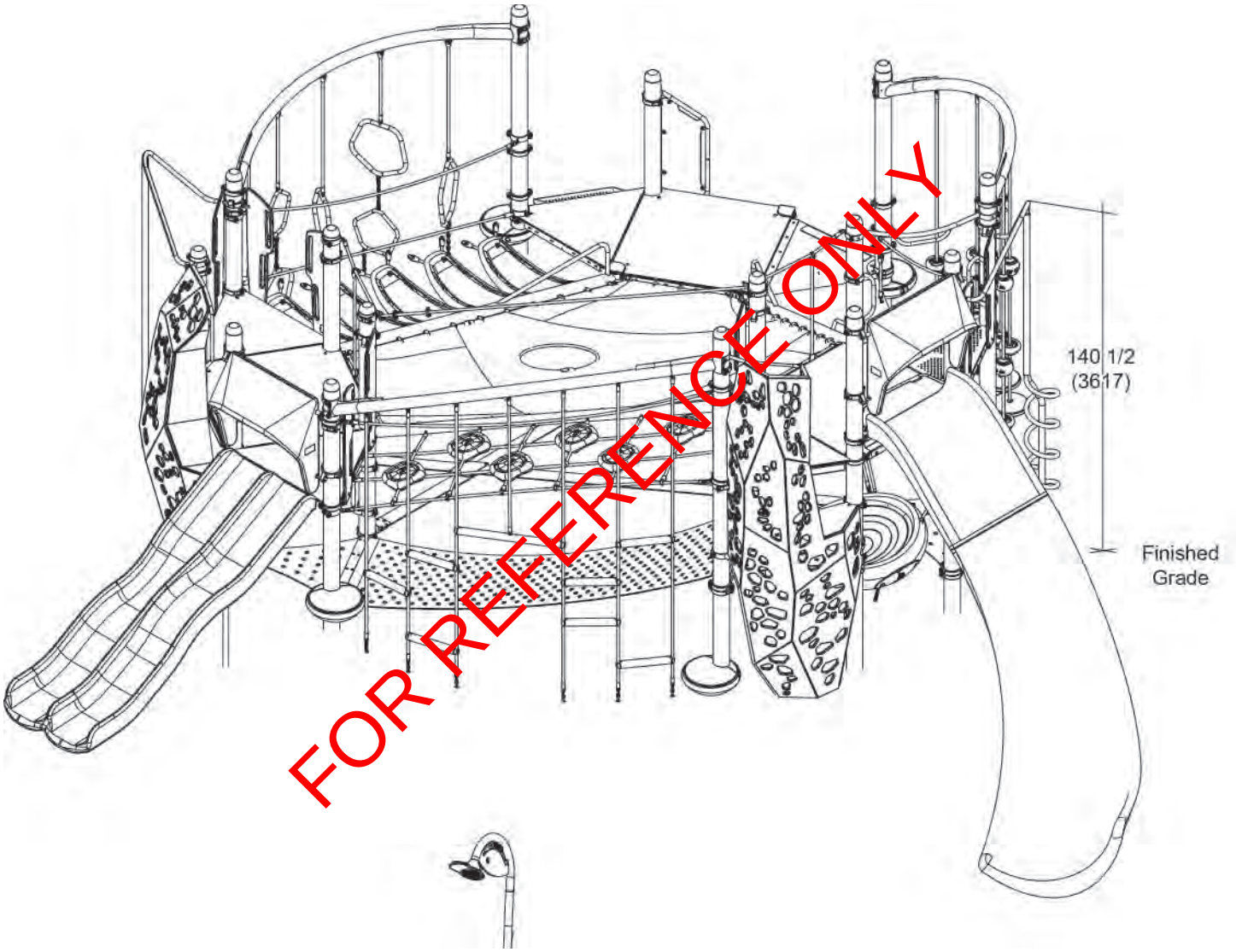
JOB NUMBER: 22-100A
DATE: 5/1/24
DRAWN BY: SLH
CHECKED BY: MDT

DRAWING 4 OF 12

L-3

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

SAFETY NOTE
Choose a protective surfacing that has a Critical Height Value of equal to or greater than the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



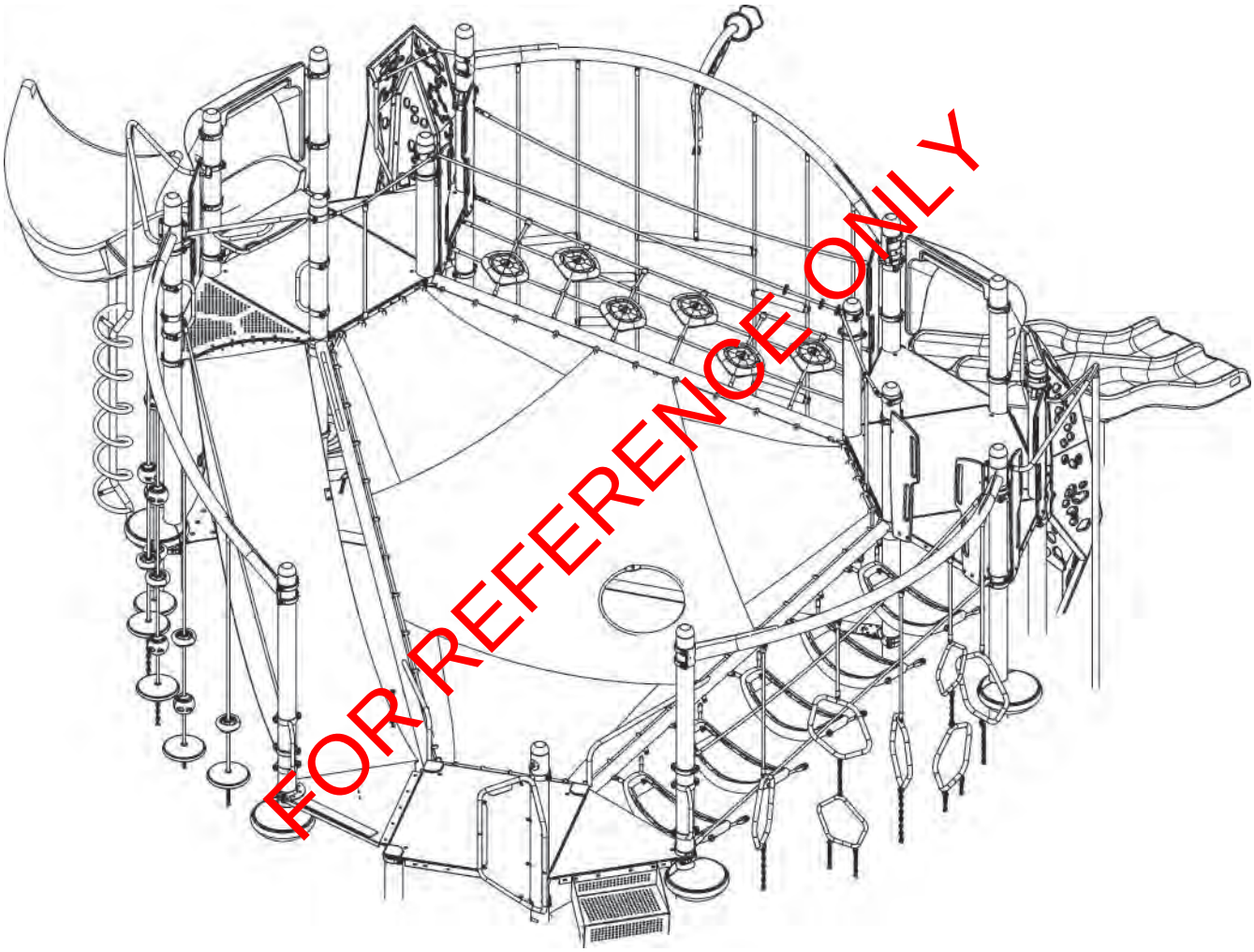
FOR REFERENCE ONLY

Smart Play®

323659 Volo™

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185

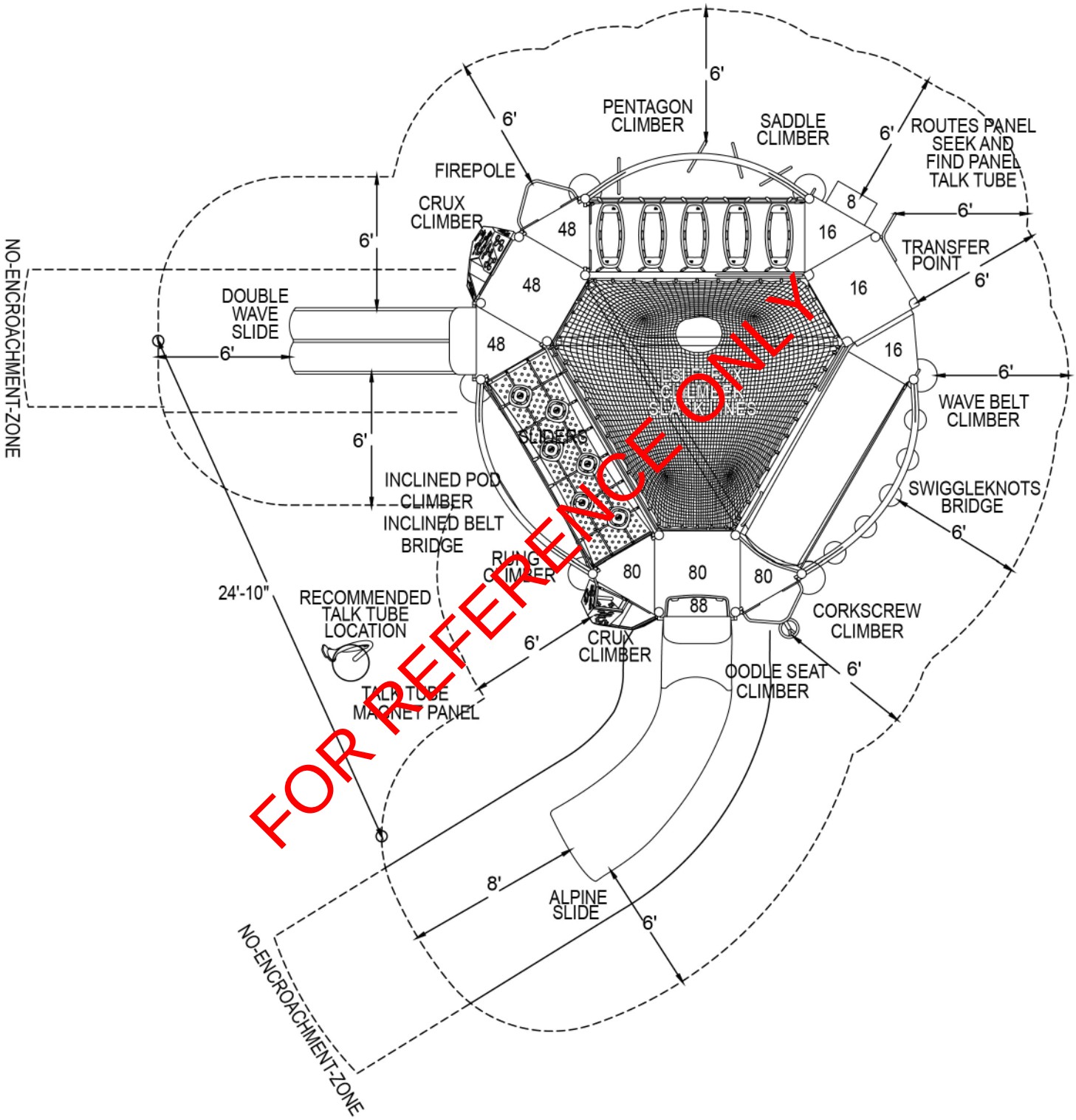
© 2024 By Landscape Structures. All rights reserved.



FOR REFERENCE ONLY

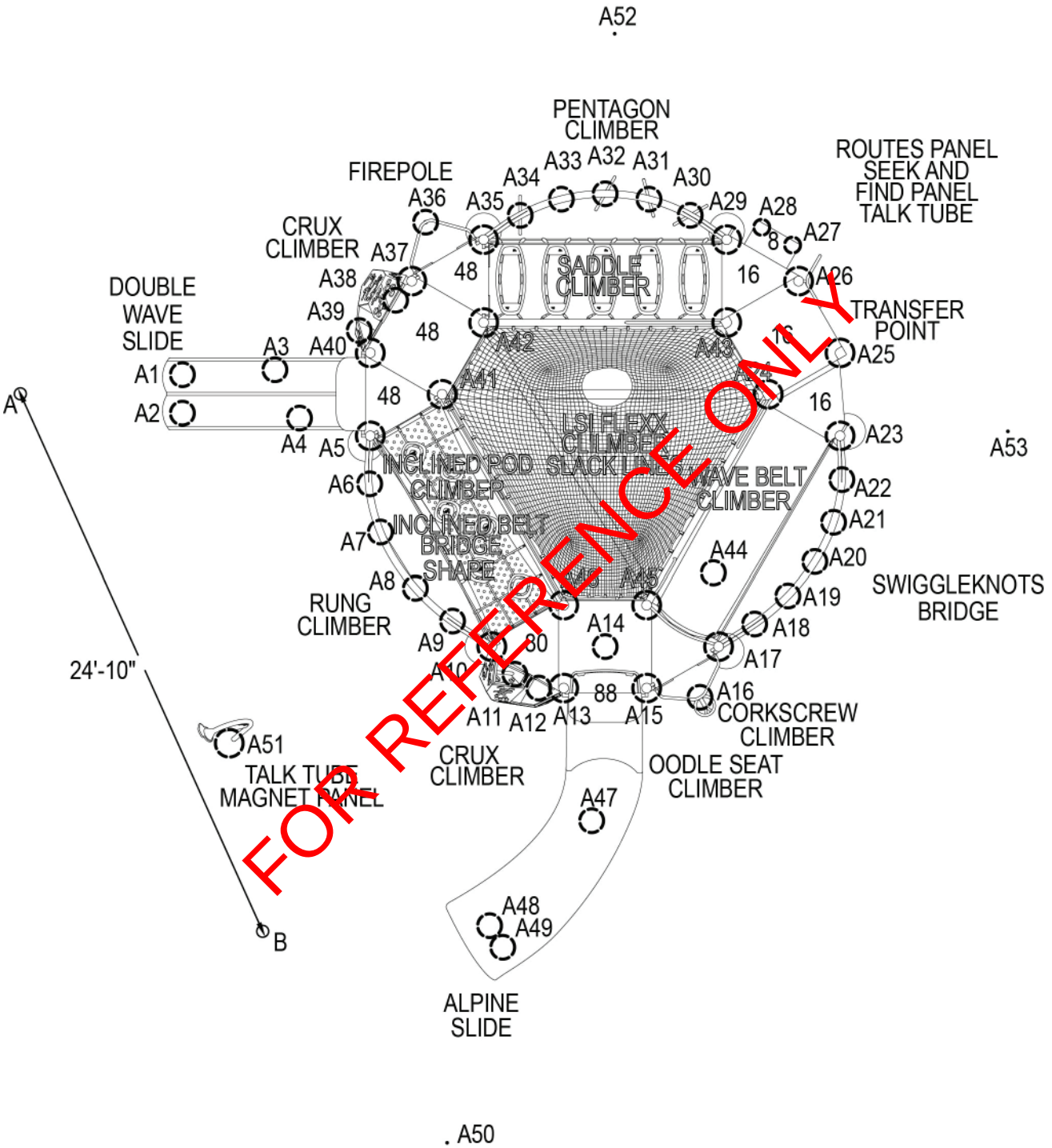
© 2024 By Landscape Structures. All rights reserved.

SAFETY NOTE
Choose a protective surfacing has a Critical Height Value of height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.



FOR REFERENCE ONLY

DIRECT BURY

© 2024 By Landscape Structures. All rights reserved.

SAFETY NOTE
Choose a protective surfacing has a Critical Height Value of height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

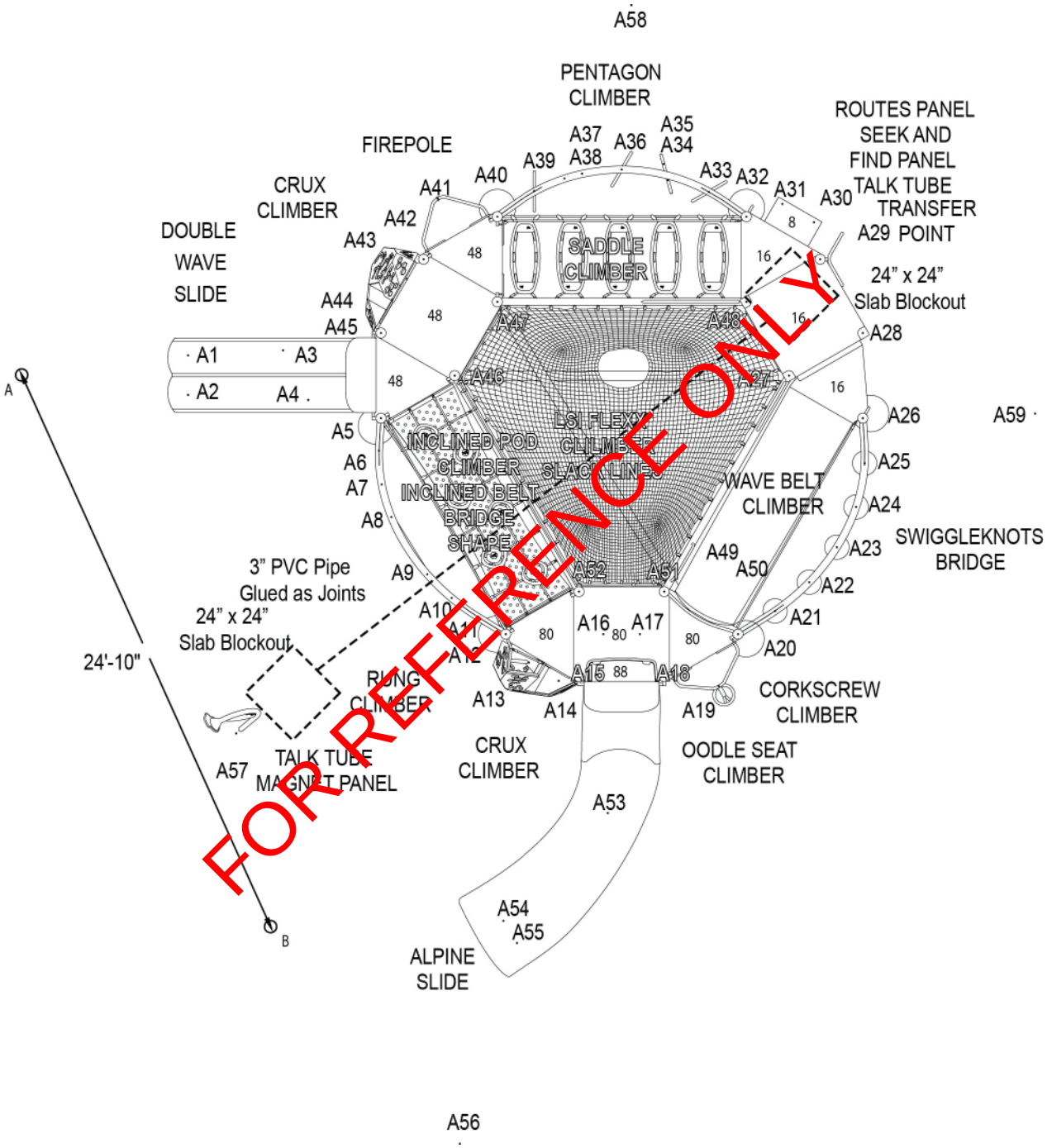
N.	I.D.	A (ft-in)	B (ft-in)	DIA (in)
1	A1	6'-10 1/2"	23'-8 1/2"	12
2	A2	6'-10 1/2"	22'-1 1/2"	12
3	A3	10'-9 1/2"	23'-8 1/2"	12
4	A4	11'-10"	21'-8 1/2"	12
5	A5	14'-10 1/2"	21'-4 1/2"	14
6	A6	15'-2 1/2"	19'-5"	12
7	A7	16'-3"	17'-6 1/2"	12
8	A8	18'-7"	15'-10"	12
9	A9	20'-7"	15'-4"	12
10	A10	22'-6 1/2"	15'-5"	14
11	A11	23'-11 1/2"	15'-2 1/2"	12
12	A12	25'-1 1/2"	15'-6 1/2"	12
13	A13	26'-0 1/2"	16'-4"	14
14	A14	26'-10 1/2"	18'-9 1/2"	12
15	A15	29'-2"	19'-2"	14
16	A16	31'-4 1/2"	20'-11"	12
17	A17	31'-3 1/2"	22'-8"	14
18	A18	32'-5 1/2"	24'-5 1/2"	12
19	A19	33'-5 1/2"	26'-3 1/2"	12
20	A20	34'-3"	28'	12
21	A21	34'-8 1/2"	29'-7 1/2"	12
22	A22	34'-10"	30'-11 1/2"	12
23	A23	34'-7 1/2"	32'-1"	14
24	A24	31'-6 1/2"	31'-1"	14
25	A25	34'-7 1/2"	34'-5 1/2"	14
26	A26	33'-2"	35'-6 1/2"	14
27	A27	33'-2"	36'-7"	8
28	A28	32'-0 1/2"	36'-5"	8
29	A29	30'-6"	35'-1 1/2"	14
30	A30	29'-3"	35'-2"	12
31	A31	27'-9"	34'-1"	12
32	A32	26'-1"	3[illegible] 1/2"	12
33	A33	24'-3"	33'-4"	12
34	A34	22'-4 1/2"	32'-1"	12
35	A35	20'-7"	30'-7 1/2"	14
36	A36	18'-6 1/2"	30'-8 1/2"	12
37	A37	17'-2"	28'-1 1/2"	14
38	A38	16'-3 1/2"	27'-2 1/2"	12
39	A39	14'-6 1/2"	25'-8"	12
40	A40	14'-10 1/2"	24'-10"	14
41	A41	17'-9 1/2"	23'-10 1/2"	14
42	A42	19'-9"	27'-4"	14
43	A43	29'-11 1/2"	32'-3 1/2"	14
44	A44	30'-2"	24'-3 1/2"	12
45	A45	27'-10 1/2"	21'-3"	14
46	A46	24'-7"	18'-8 1/2"	14
47	A47	30'-1"	14'-7 1/2"	12
48	A48	29'-11"	9'-7"	12
49	A49	30'-11 1/2"	10'-1 1/2"	12
50	A50	36'-4 1/2"	11'-10"	REF PT

N.	I.D.	A (ft-in)	B (ft-in)	DIA (in)
51	A51	17'-2"	8'-1"	14
52	A52	29'-3 1/2"	40'-8"	REF PT
53	A53	41'-8"	37'-10"	REF PT

FOR REFERENCE ONLY

DIRECT BURY

© 2024 By Landscape Structures. All rights reserved.



SURFACE MOUNT

323659 Volo™

© 2024 By Landscape Structures. All rights reserved.

landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE
Choose a protective surfacing has a Critical Height Value of height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

N.	I.D.	A (ft-in)	B (ft-in)	DIA (in)
1	A1	6'-10 1/2"	23'-8 1/2"	REF PT
2	A2	6'-10 1/2"	22'-1 1/2"	REF PT
3	A3	10'-9 1/2"	23'-8 1/2"	REF PT
4	A4	11'-10"	21'-8 1/2"	REF PT
5	A5	14'-10 1/2"	21'-4 1/2"	REF PT
6	A6	15'	20'-0 1/2"	REF PT
7	A7	15'-5 1/2"	18'-9"	REF PT
8	A8	16'-3"	17'-6 1/2"	REF PT
9	A9	18'-7"	15'-10"	REF PT
10	A10	19'-11"	15'-5"	REF PT
11	A11	21'-3 1/2"	15'-4"	REF PT
12	A12	22'-6 1/2"	15'-5"	REF PT
13	A13	23'-11 1/2"	15'-2 1/2"	REF PT
14	A14	25'-5"	15'-7"	REF PT
15	A15	26'-0 1/2"	16'-4"	REF PT
16	A16	26'-2"	18'-2 1/2"	REF PT
17	A17	27'-6 1/2"	19'-4 1/2"	REF PT
18	A18	29'-2"	19'-2"	REF PT
19	A19	31'-4 1/2"	20'-11"	REF PT
20	A20	31'-3 1/2"	22'-8"	REF PT
21	A21	32'-5 1/2"	24'-5 1/2"	REF PT
22	A22	33'-5 1/2"	26'-3 1/2"	REF PT
23	A23	34'-3"	28'	REF PT
24	A24	34'-8 1/2"	29'-7 1/2"	REF PT
25	A25	34'-10"	30'-11 1/2"	REF PT
26	A26	34'-7 1/2"	32'-1"	REF PT
27	A27	31'-6 1/2"	31'-1"	REF PT
28	A28	34'-7 1/2"	34'-5 1/2"	REF PT
29	A29	33'-2"	35'-6 1/2"	REF PT
30	A30	33'-2"	36'-7"	REF PT
31	A31	32'-0 1/2"	36'-6"	REF PT
32	A32	30'-6"	35'-1 1/2"	REF PT
33	A33	29'-2 1/2"	35'-2"	REF PT
34	A34	27'-9"	34'-9"	REF PT
35	A35	27'-9"	35'-3"	REF PT
36	A36	26'-1"	34'-3 1/2"	REF PT
37	A37	24'-5 1/2"	33'-6"	REF PT
38	A38	23'-8 1/2"	33'-0 1/2"	REF PT
39	A39	22'-4 1/2"	32'-1 1/2"	REF PT
40	A40	20'-7"	30'-7 1/2"	REF PT
41	A41	18'-6 1/2"	30'-8 1/2"	REF PT
42	A42	17'-2"	28'-1 1/2"	REF PT
43	A43	16'-3 1/2"	27'-2 1/2"	REF PT
44	A44	14'-6 1/2"	25'-8"	REF PT
45	A45	14'-10 1/2"	24'-10"	REF PT
46	A46	17'-9 1/2"	23'-10 1/2"	REF PT
47	A47	19'-9"	27'-4"	REF PT
48	A48	29'-11 1/2"	32'-3 1/2"	REF PT
49	A49	29'-5 1/2"	23'-9 1/2"	REF PT
50	A50	30'-9 1/2"	24'-4"	REF PT

N.	I.D.	A (ft-in)	B (ft-in)	DIA (in)
51	A51	27'-10 1/2"	21'-3"	REF PT
52	A52	24'-7"	18'-8 1/2"	REF PT
53	A53	30'-1"	14'-7 1/2"	REF PT
54	A54	29'-11"	9'-7"	REF PT
55	A55	30'-11 1/2"	10'-1 1/2"	REF PT
56	A56	36'-4 1/2"	11'-10"	REF PT
57	A57	17'-2"	8'-1"	REF PT
58	A58	29'-3 1/2"	40'-8"	REF PT
59	A59	41'-8"	37'-10"	REF PT

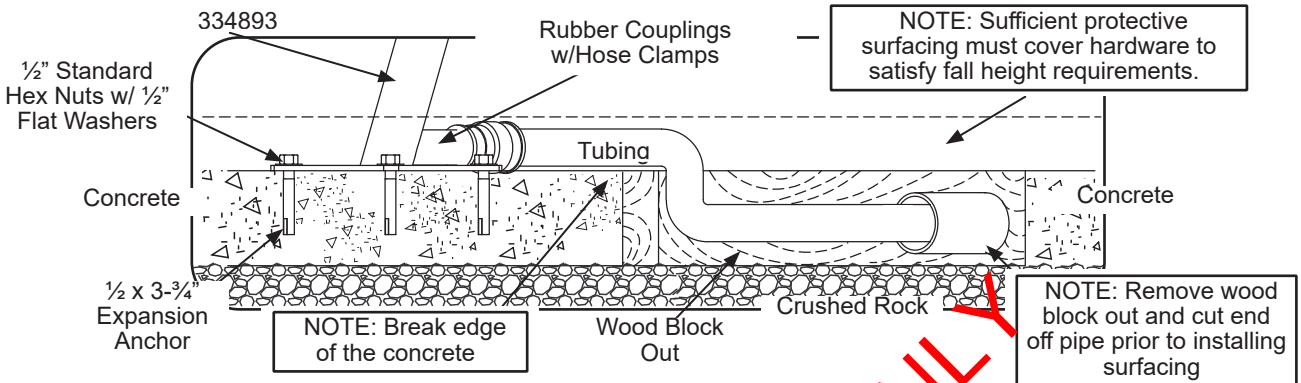
FOR REFERENCE ONLY

SURFACE MOUNT

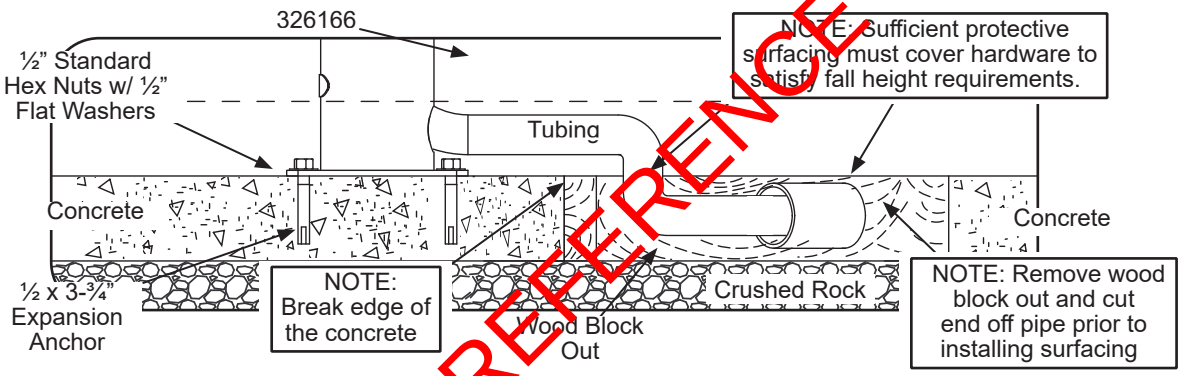
601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185

© 2024 By Landscape Structures. All rights reserved.

DETAIL
TALK TUBE SIGN SM

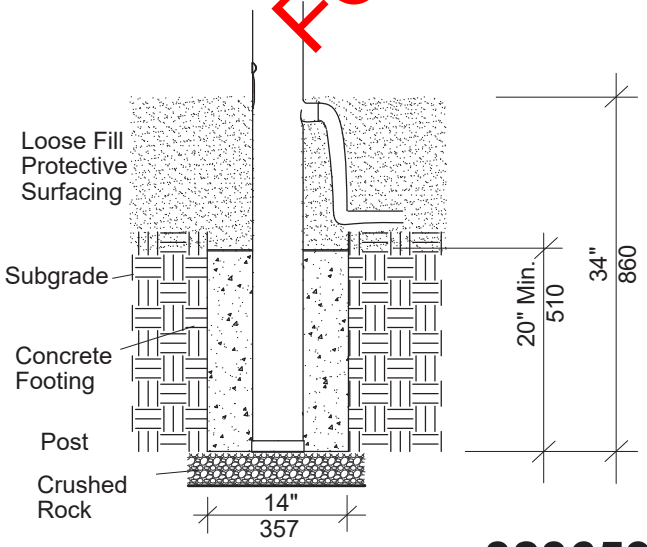


DETAIL
TALK TUBE SIGN SM

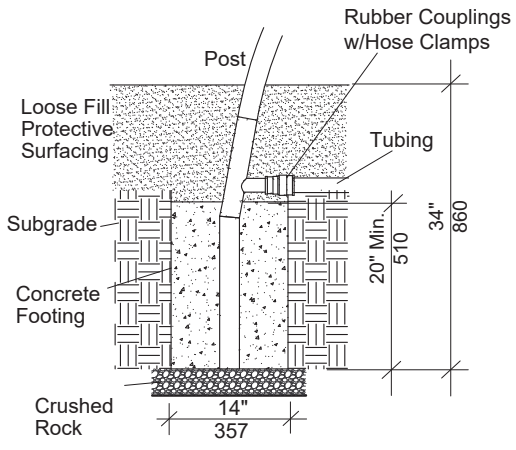


FOR REFERENCE ONLY

DETAIL
DIRECT BURY
TALK TUBE POST



DETAIL
DIRECT BURY
TALK TUBE SIGN

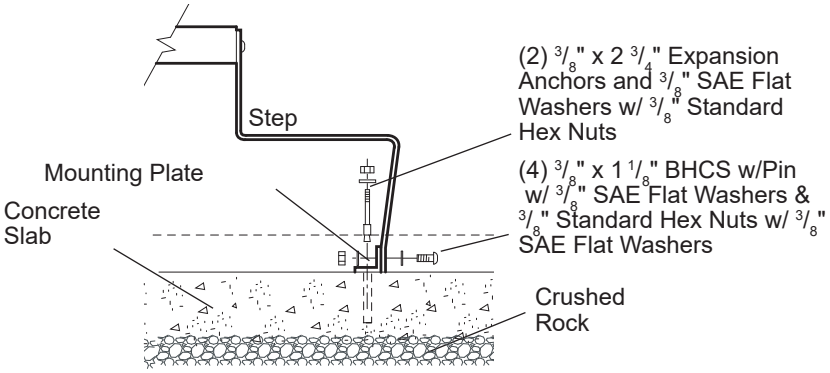


© 2024 By Landscape Structures. All rights reserved.

SAFETY NOTE
Choose a protective surfacing has a Critical Height Value of height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

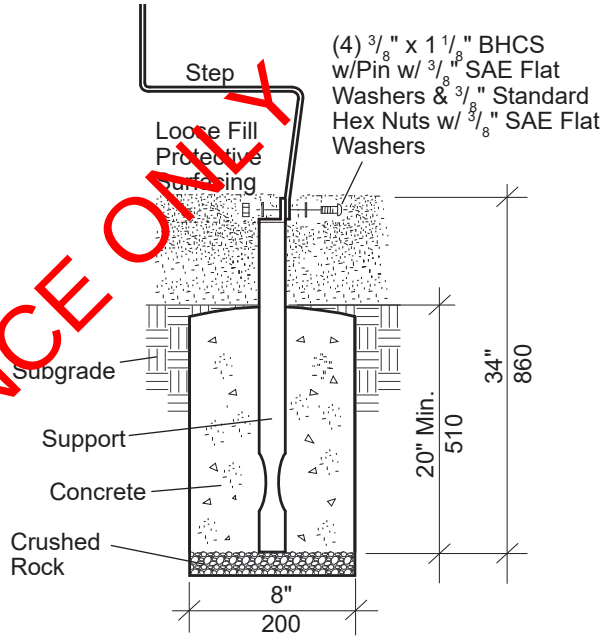
TRANSFER STEP

SURFACE MOUNT 2"



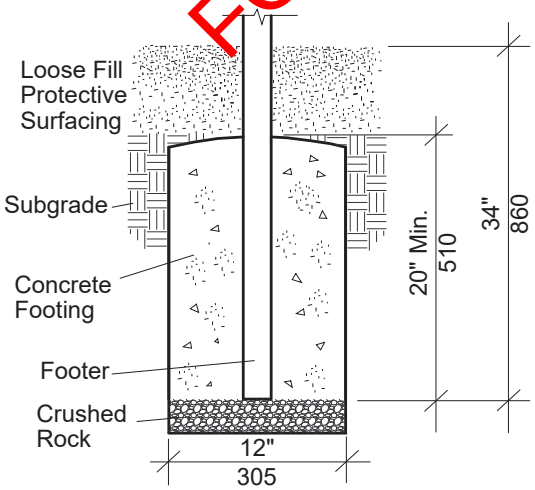
NOTE: Sufficient protective surfacing must cover hardware to satisfy fall height requirements.

DIRECT BURY

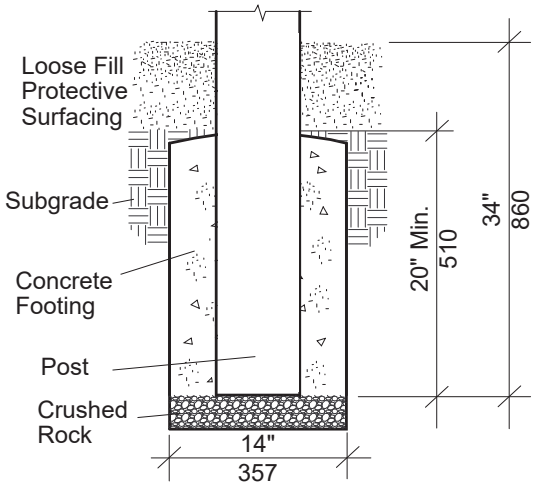


FOR REFERENCE ONLY

DETAIL
DIRECT BURY

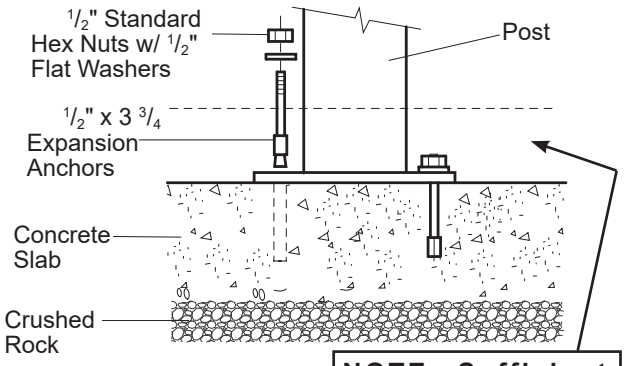


DETAIL
DIRECT BURY



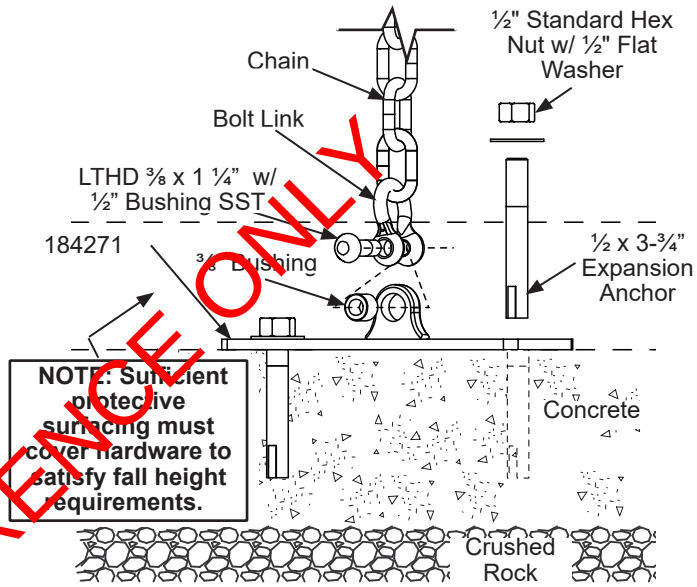
© 2024 By Landscape Structures. All rights reserved.

DETAIL
SURFACE MOUNT



NOTE: Sufficient protective surfacing must cover hardware to satisfy fall height requirements.

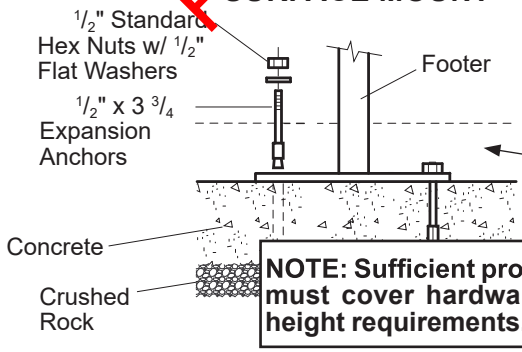
DETAIL
SURFACE MOUNT CHAIN CONN.



NOTE: Sufficient protective surfacing must cover hardware to satisfy fall height requirements.

FOR REFERENCE ONLY

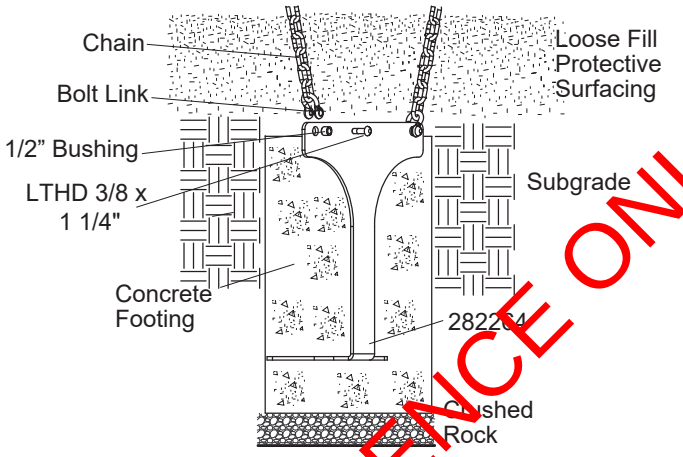
DETAIL
SURFACE MOUNT



NOTE: Sufficient protective surfacing must cover hardware to satisfy fall height requirements.

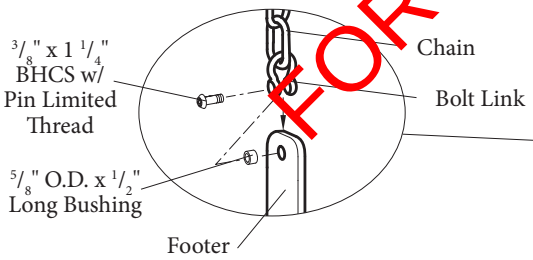
© 2024 By Landscape Structures. All rights reserved.

DETAIL
DIRECT BURY

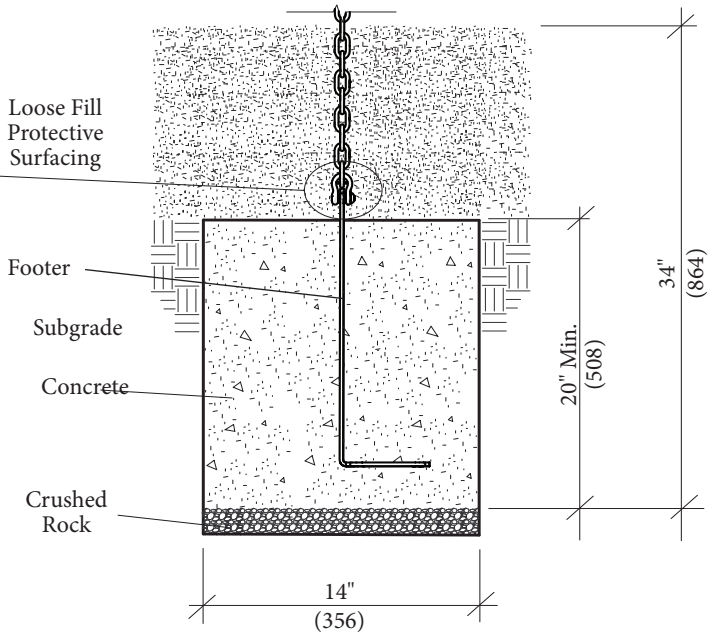


FOR REFERENCE ONLY

DETAIL
PLATE FOOTER ATTACHMENT



DETAIL
DIRECT BURY



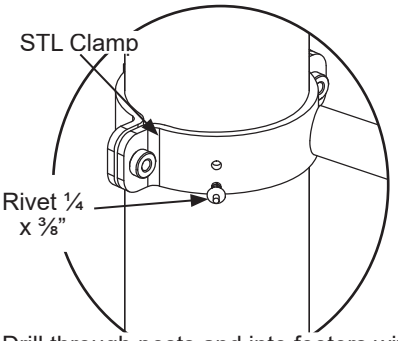
IMPORTANT! Tension ropes/nets before pouring concrete footings.

NOTE: The hole depth for the footer needs to be deep enough, so the footer plate does not contact the bottom of the hole. The weight of the concrete will force the footer plate down, further tightening the cable.

© 2024 By Landscape Structures. All rights reserved.

landscape structures®

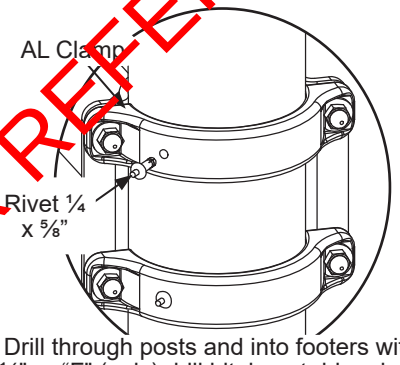
DETAIL
STL CLAMP REG. POST



Drill through posts and into footers with a ¼” or “F” (only) drill bit, insert drive rivet in hole through posts and into footers. Hammer drive rivet pin in until flush with head.

FOR REFERENCE ONLY

DETAIL
AL CLAMP REG. POST

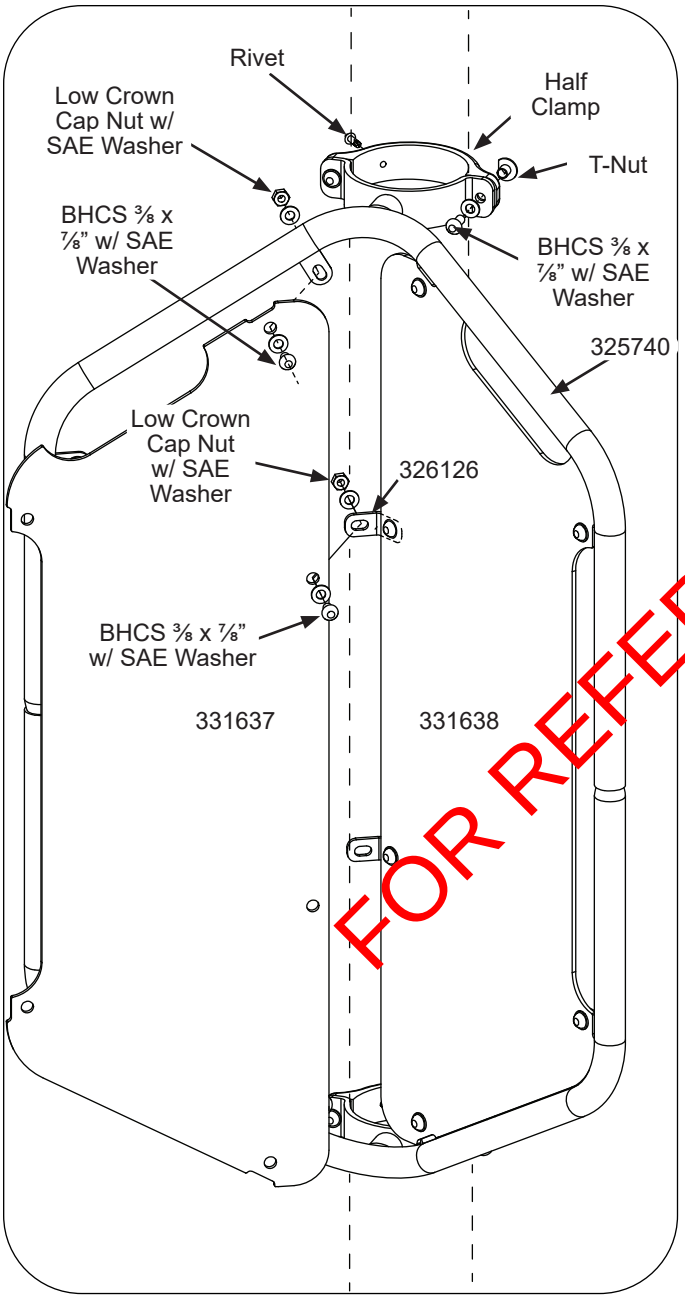


Drill through posts and into footers with a ¼” or “F” (only) drill bit, insert drive rivet in hole through posts and into footers. Hammer drive rivet pin in until flush with head.

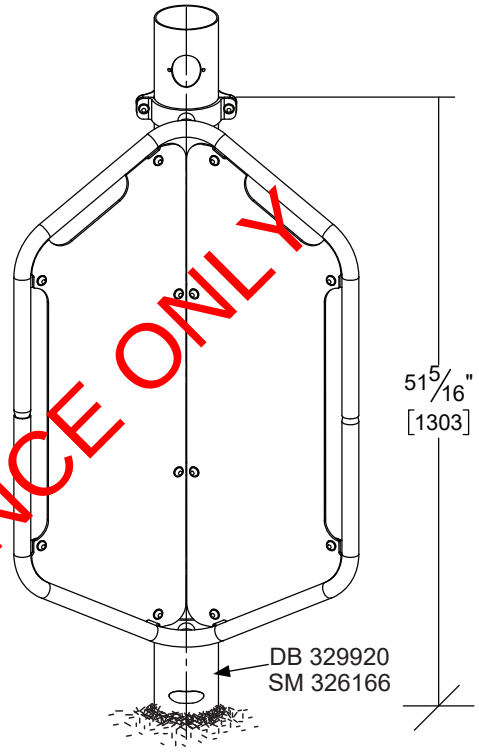
© 2024 By Landscape Structures. All rights reserved.

SEEK AND FIND PANEL
TALK TUBE

DETAIL
TALK BARRIER



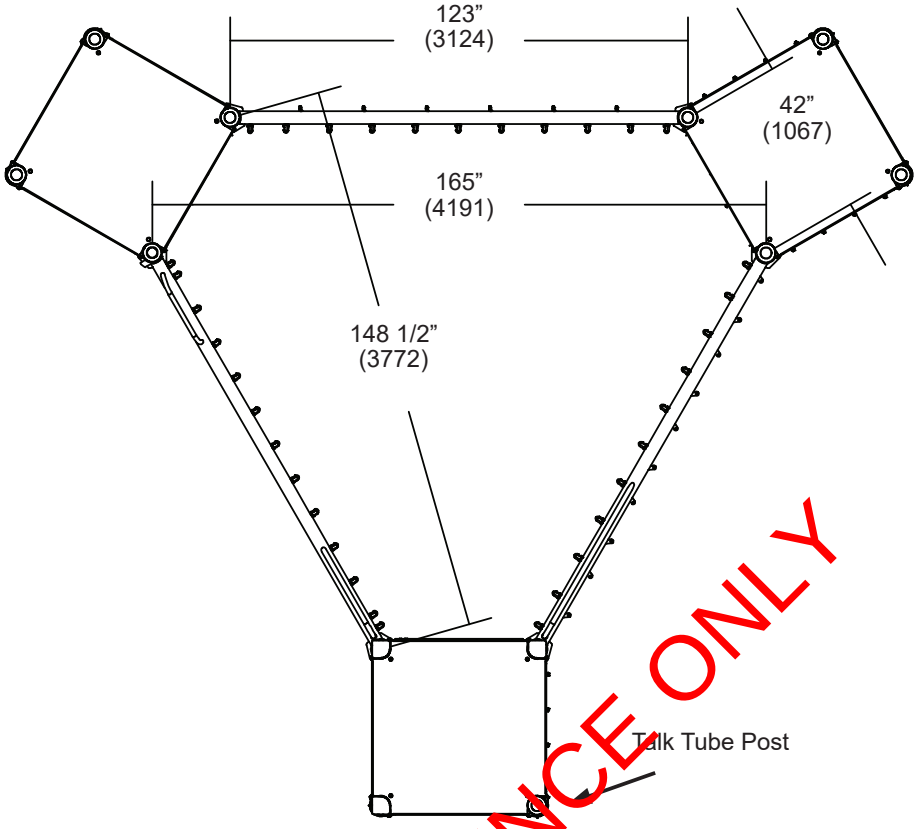
Note: The hole in the post must be centered with the barrier



FOR REFERENCE ONLY

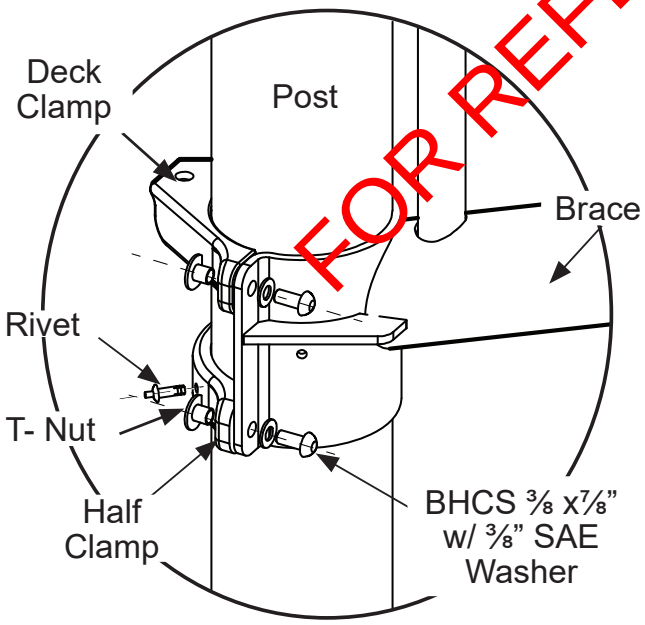
© 2024 By Landscape Structures. All rights reserved.

POST, DECKS AND BRACES

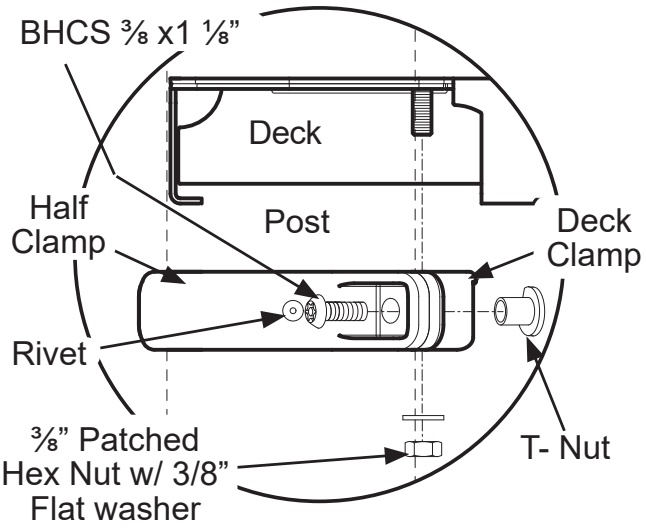


FOR REFERENCE ONLY

DETAIL DECK/BRACE

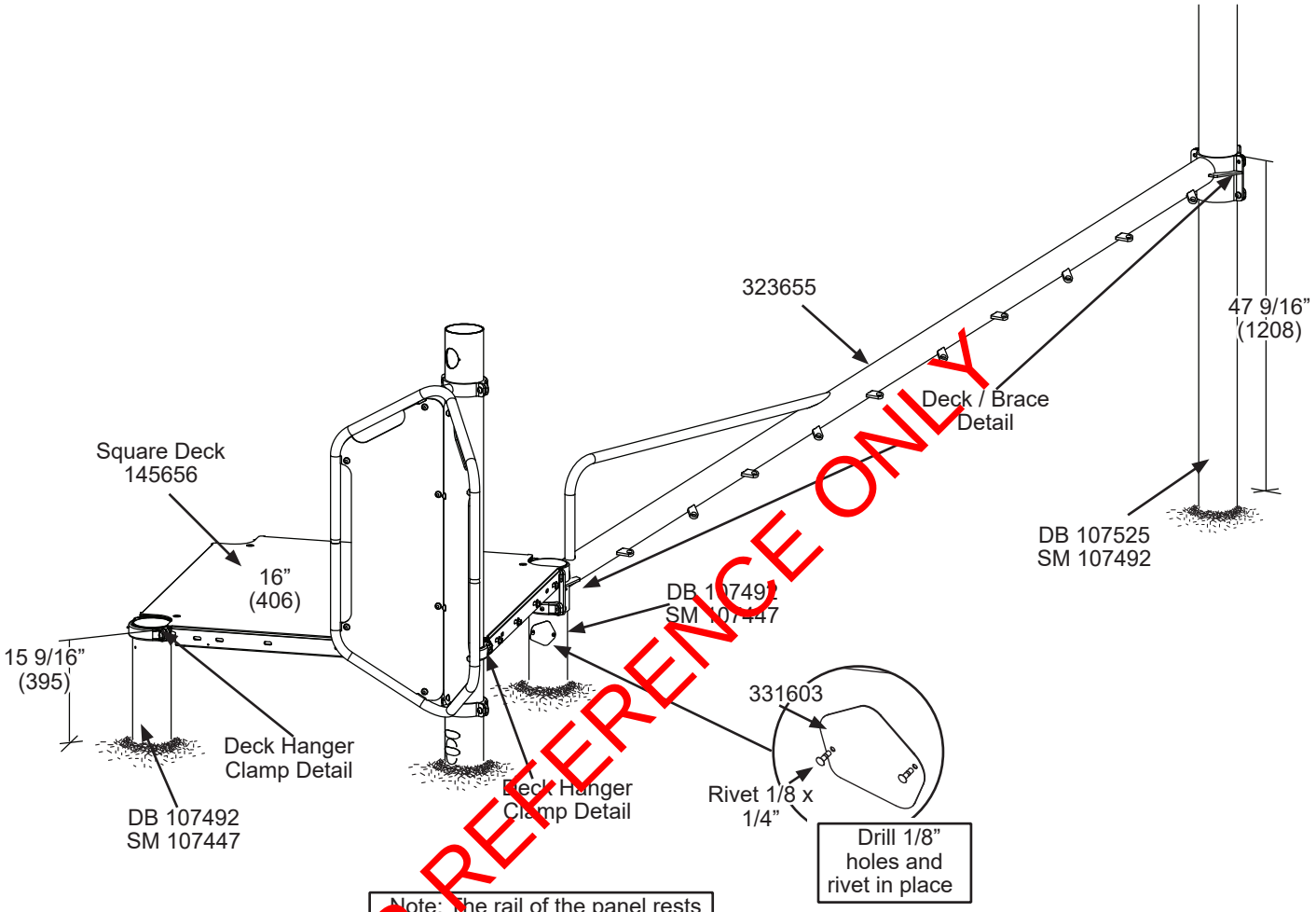


DETAIL DECK HANGER CLAMP



© 2024 By Landscape Structures. All rights reserved.

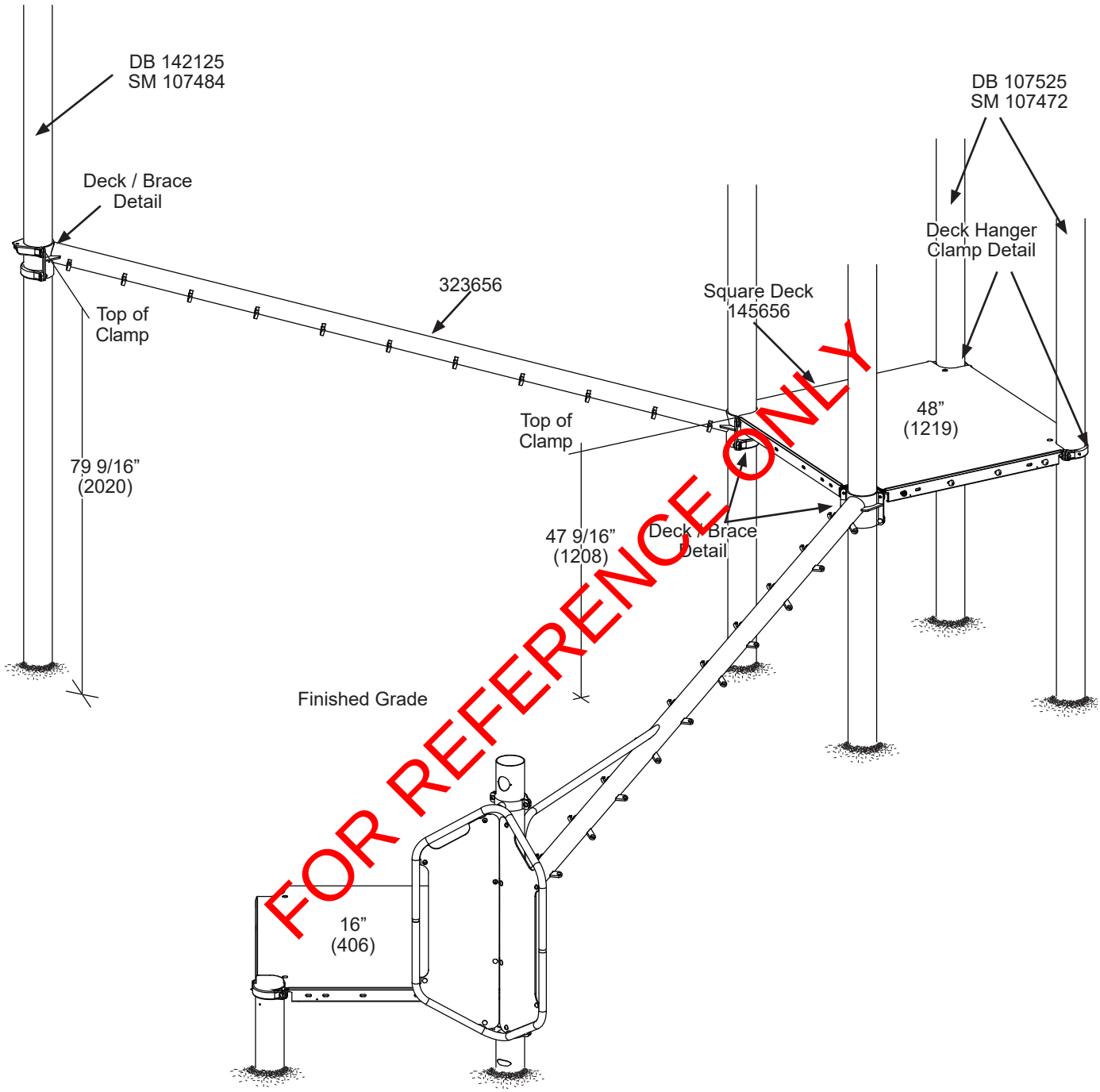
POST, DECKS AND BRACES



FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

POST, DECKS AND BRACES

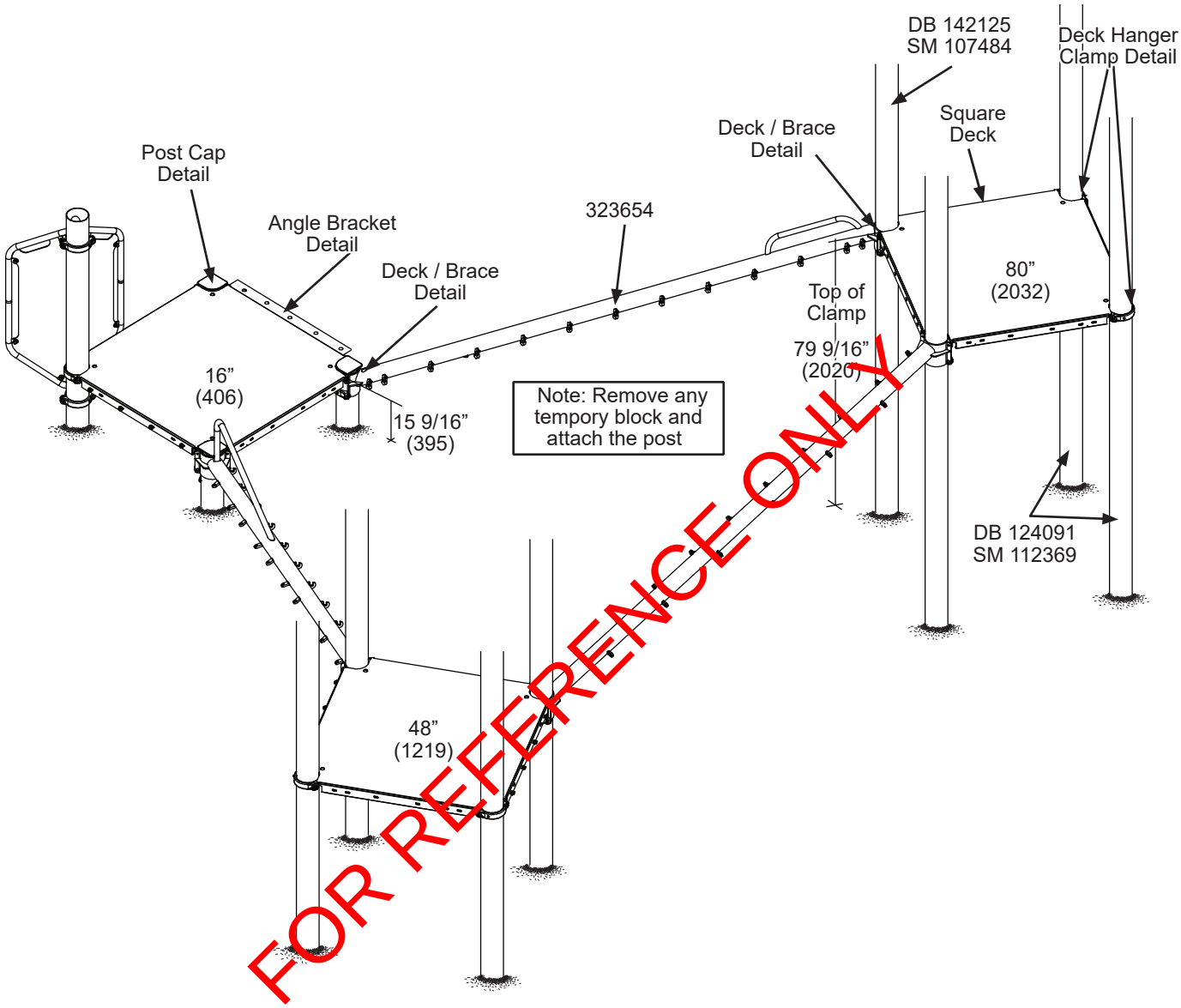


FOR REFERENCE ONLY

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185

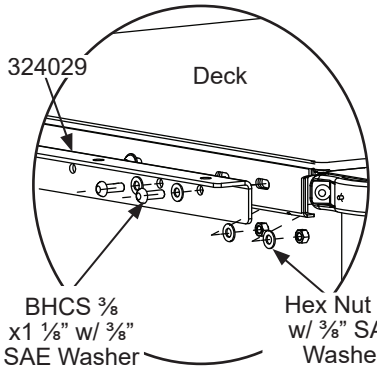
© 2024 By Landscape Structures. All rights reserved.

POST, DECKS AND BRACES



FOR REFERENCE ONLY

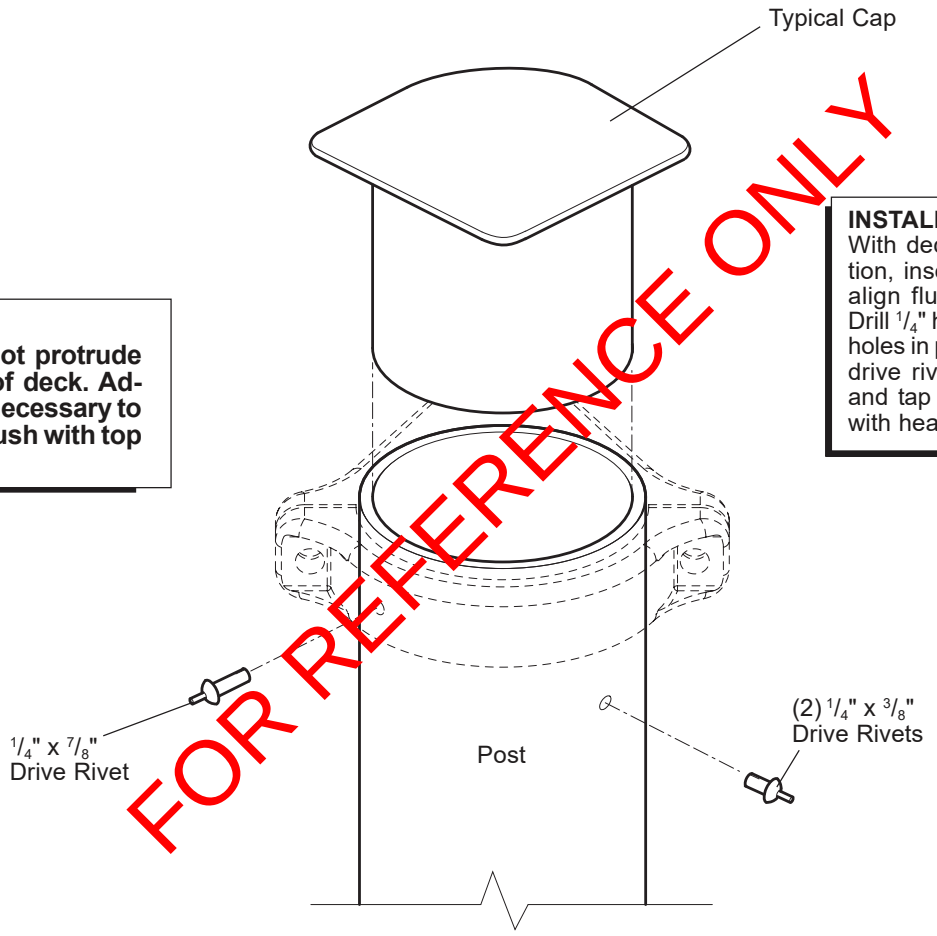
DETAIL
ANGLE BRACKET



601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185

© 2024 By Landscape Structures. All rights reserved.

NOTE:
Cap must not protrude above top of deck. Adjust post if necessary to make cap flush with top of deck.

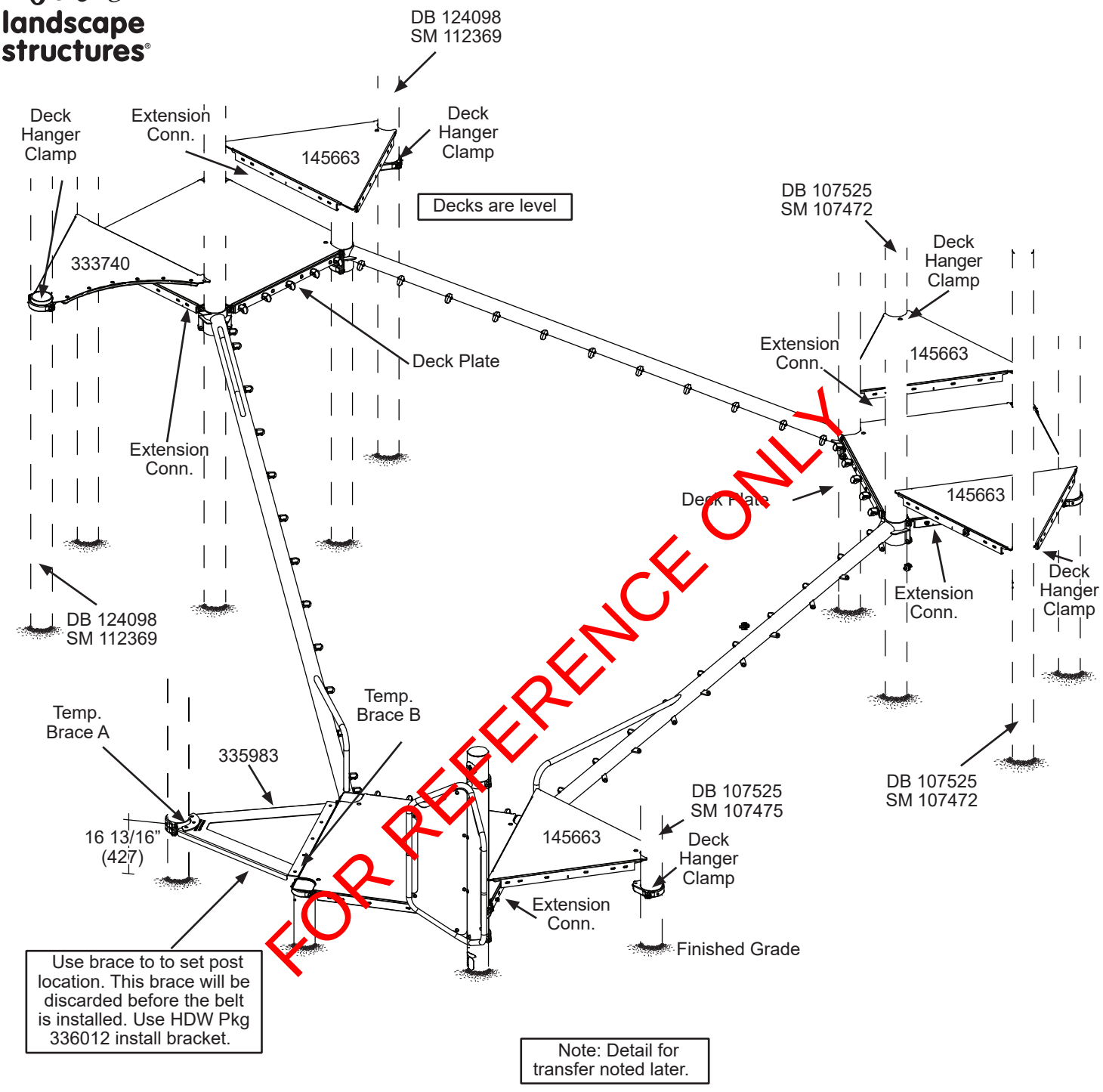


INSTALLATION:
With deck and posts in position, insert cap into post and align flush with top of deck. Drill 1/4" holes into cap through holes in post and clamp. Insert drive rivets into drilled holes and tap pin in until it is flush with head.

FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

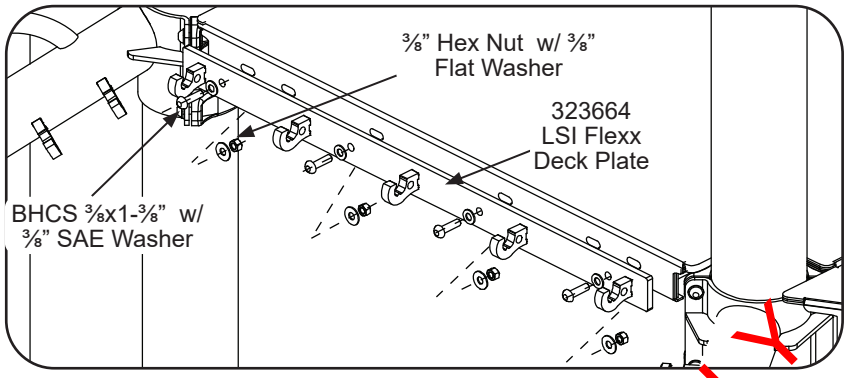
POST, DECKS AND BRACES



FOR REFERENCE ONLY

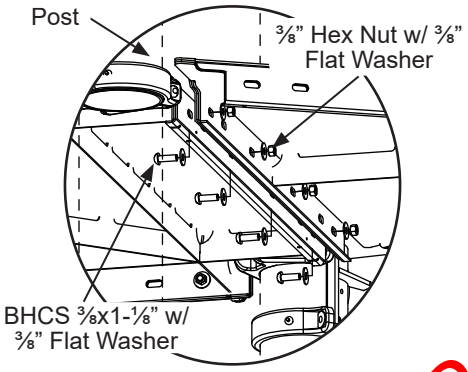
601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2024 By Landscape Structures. All rights reserved.

DETAIL DECK PLATE

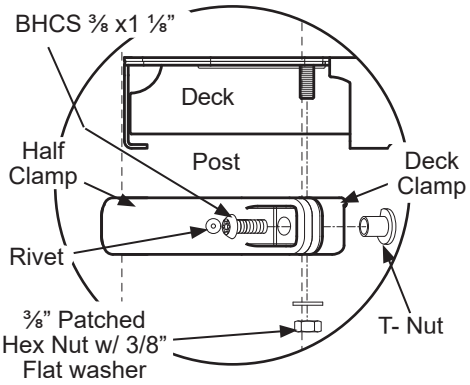


FOR REFERENCE ONLY

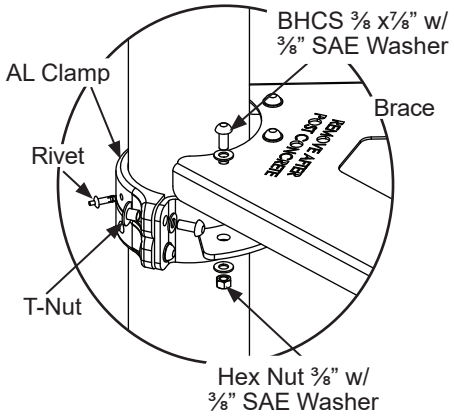
DETAIL EXTENSION CONN.



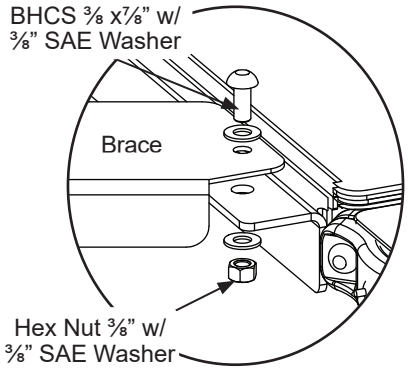
DETAIL DECK HANGER CLAMP



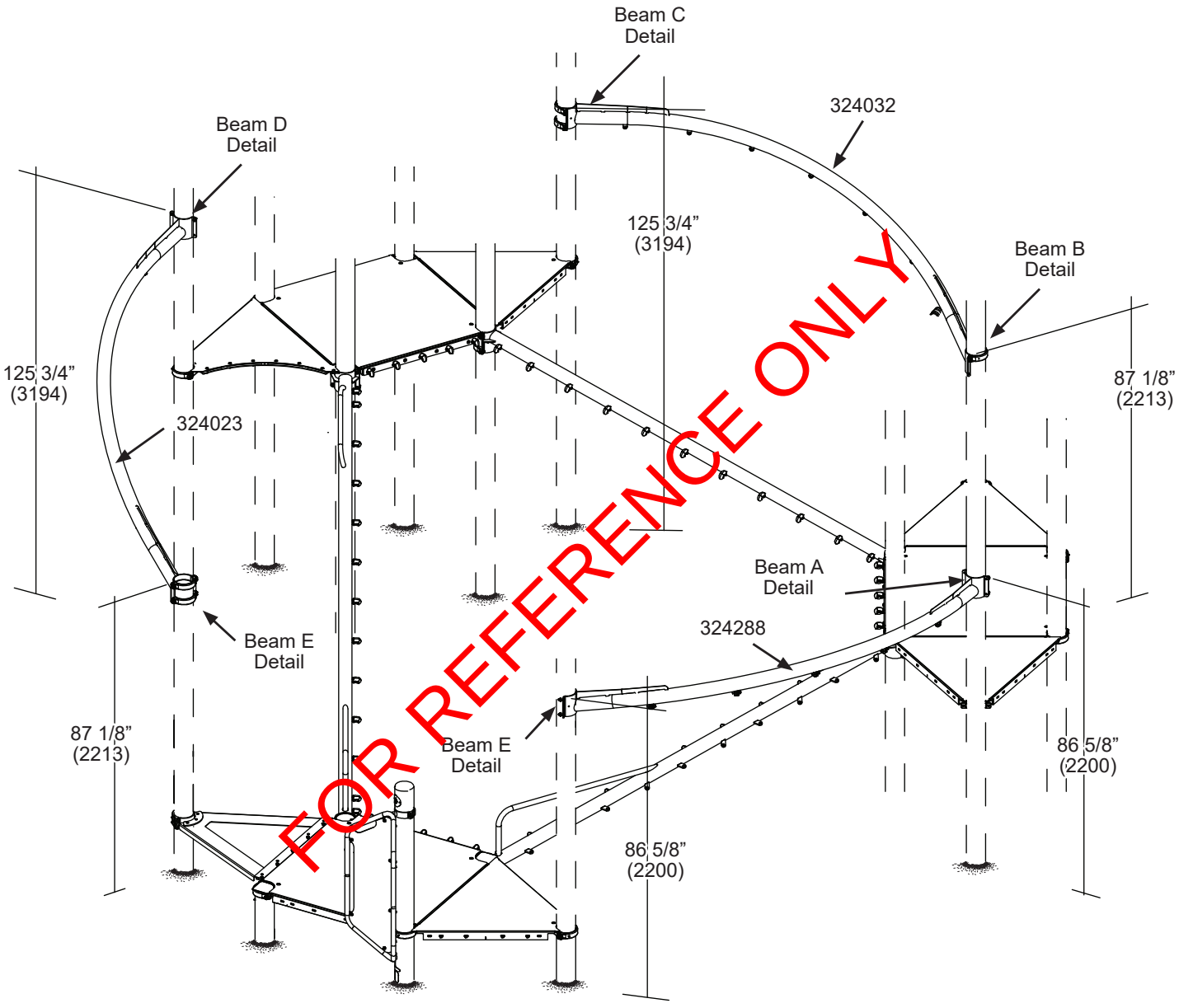
DETAIL TEMP. BRACE A



DETAIL TEMP BRACE B



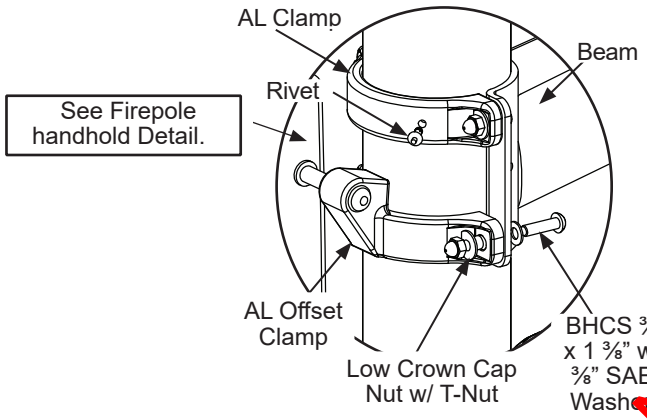
© 2024 By Landscape Structures. All rights reserved.



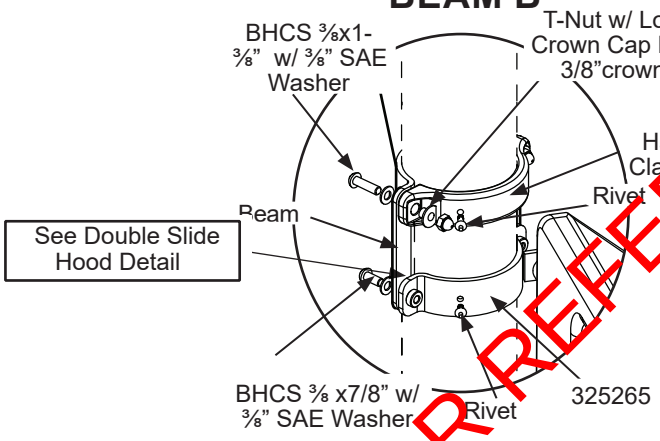
FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

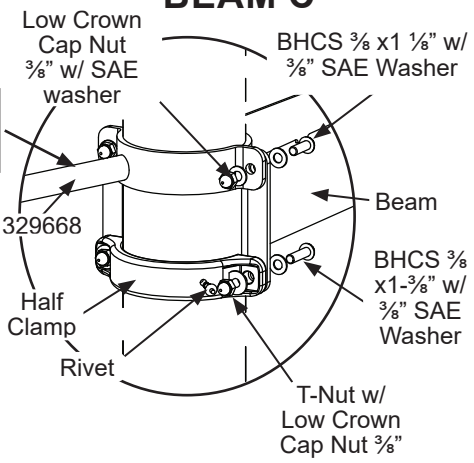
DETAIL BEAM A



DETAIL BEAM B

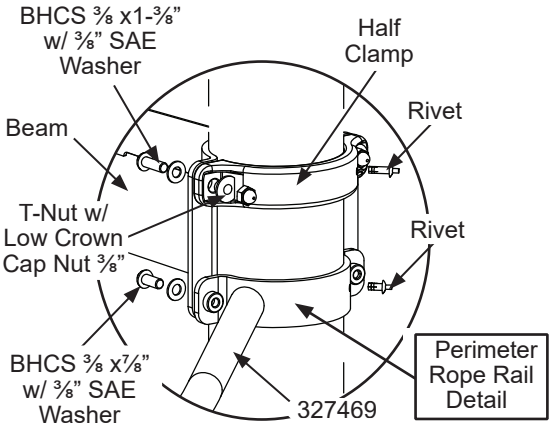


DETAIL BEAM C

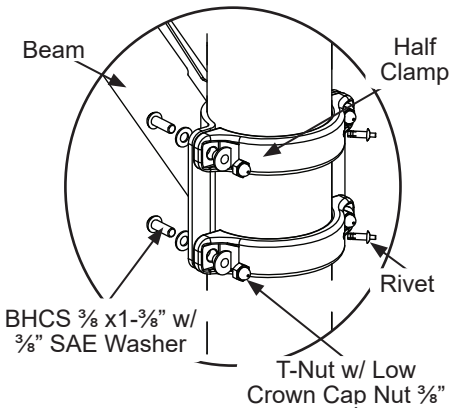


FOR REFERENCE ONLY

DETAIL BEAM D



DETAIL BEAM E

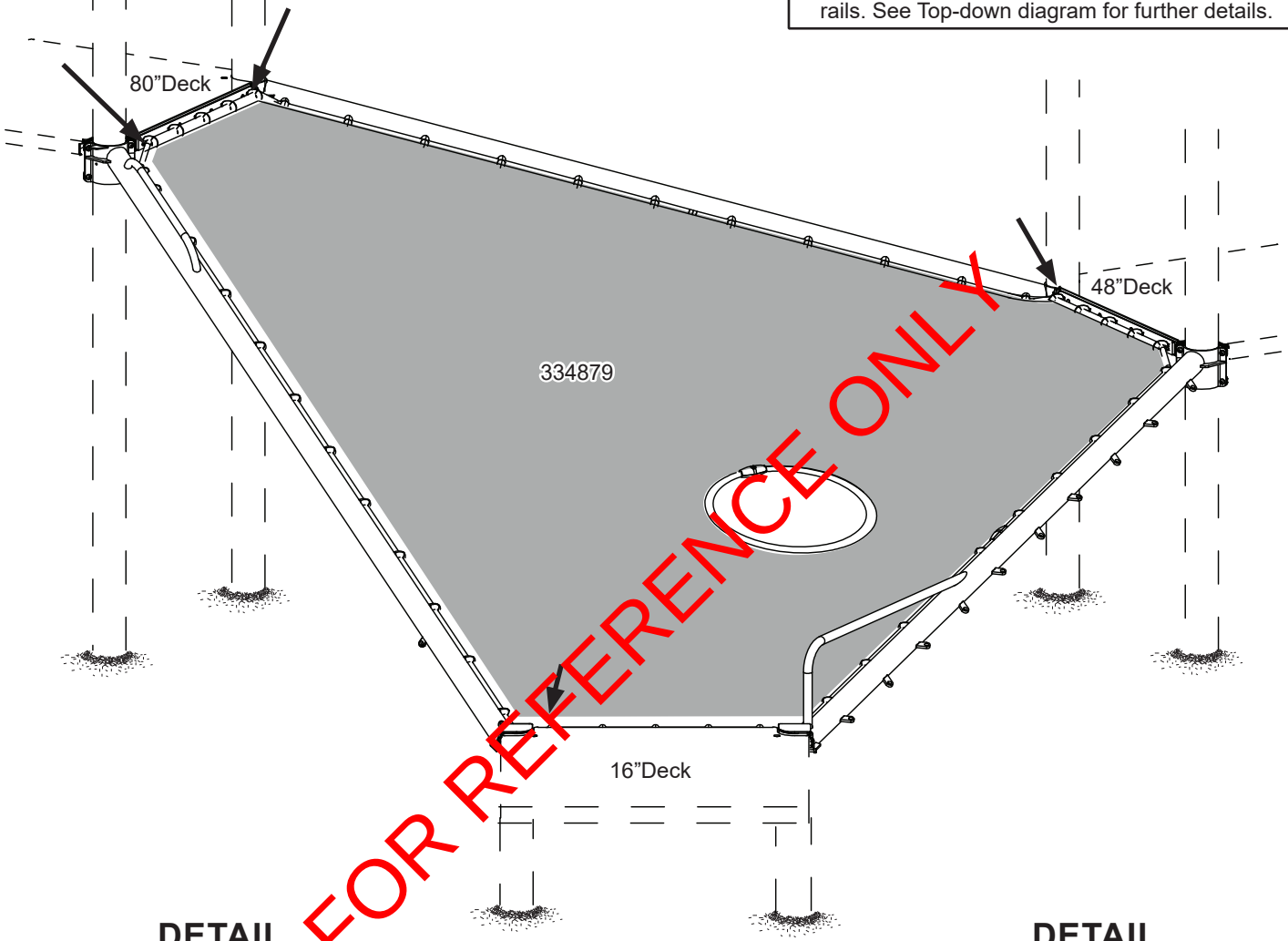


© 2024 By Landscape Structures. All rights reserved.

LSI FLEXX CLIMBER

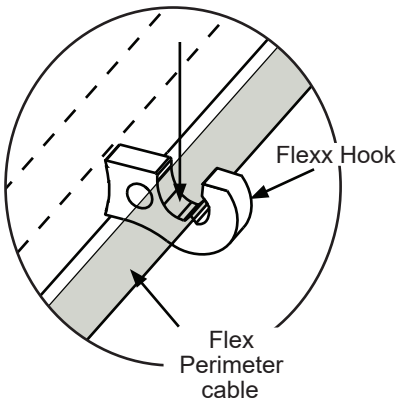
Place 20mm cable portion of the flexx net in noted locations. The single line will indicate where the cable shall line up with the hook. Once the four locations are in place see Flexx cap connection detail and secure the cable locations.

The corners are indicated by the double line, 2 painted lines on the 20mm cable. The double line will be between the two 7mm loop connections. The double line positions the Cable between the hooks on the deck plate and the hooks on the support rails. See Top-down diagram for further details.

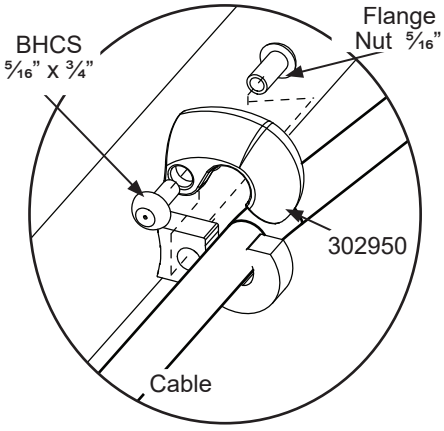


FOR REFERENCE ONLY

DETAIL LOOSE FLEXX CONN.



DETAIL FLEXX CAP CONN.



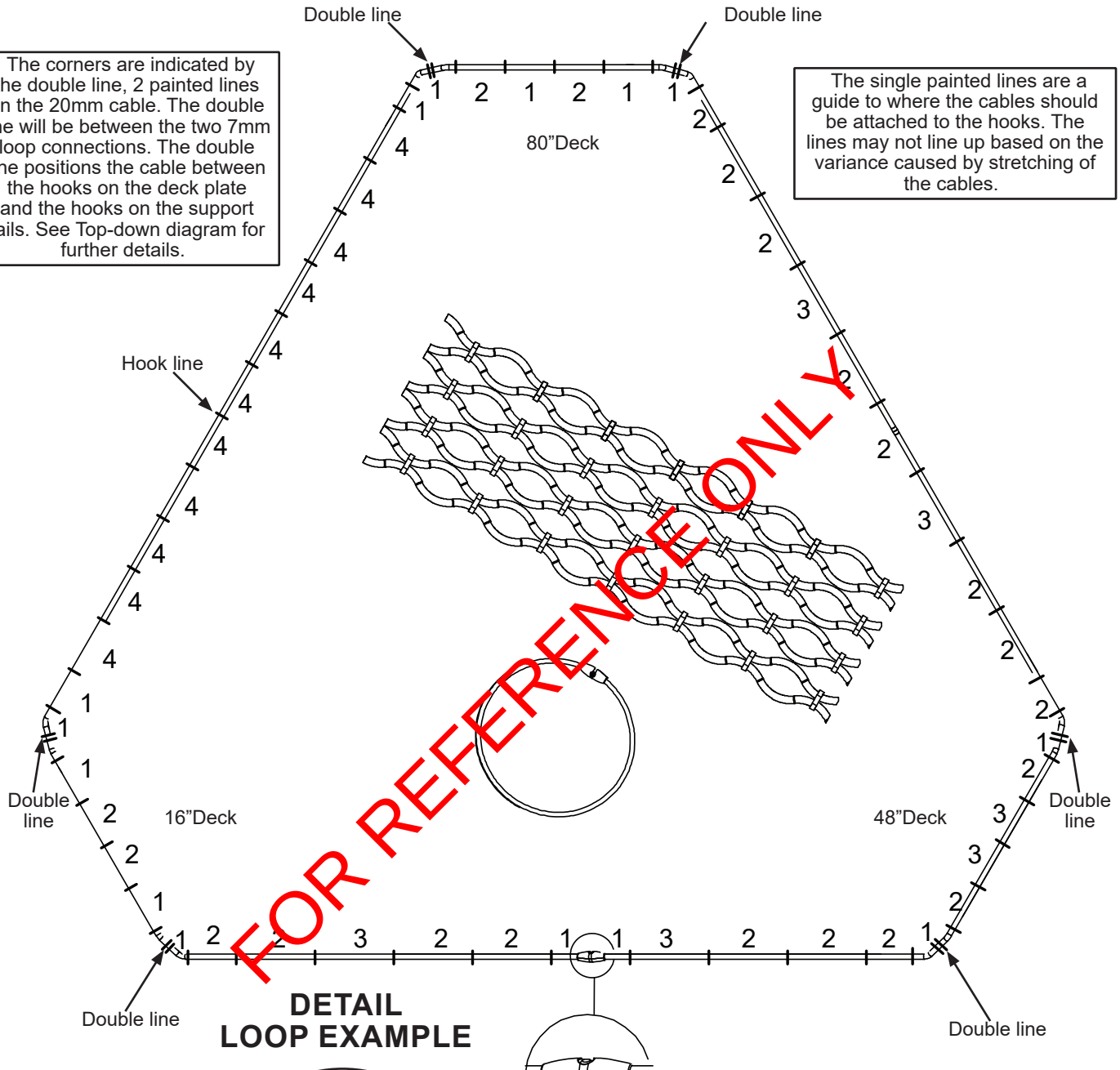
© 2024 By Landscape Structures. All rights reserved.

LSI FLEXX CLIMBER

TOP DOWN LAYOUT

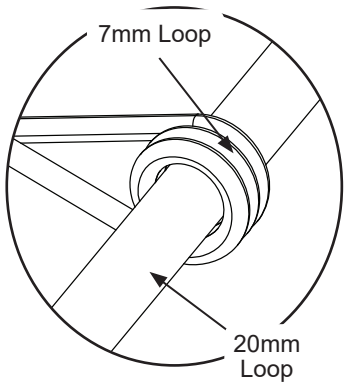
The corners are indicated by the double line, 2 painted lines on the 20mm cable. The double line will be between the two 7mm loop connections. The double line positions the cable between the hooks on the deck plate and the hooks on the support rails. See Top-down diagram for further details.

The single painted lines are a guide to where the cables should be attached to the hooks. The lines may not line up based on the variance caused by stretching of the cables.



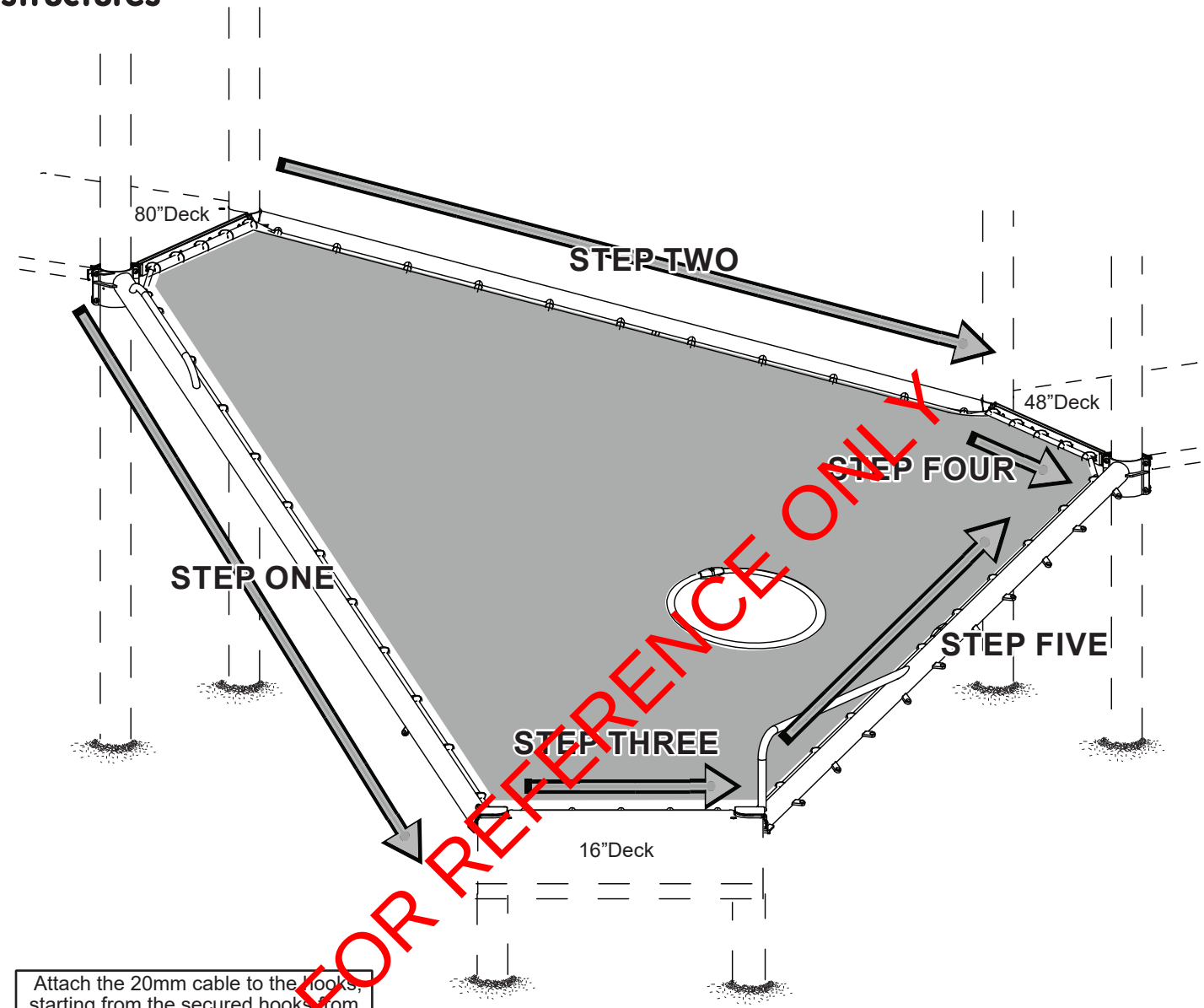
FOR REFERENCE ONLY

DETAIL LOOP EXAMPLE



© 2024 By Landscape Structures. All rights reserved.

LSI FLEXX CLIMBER

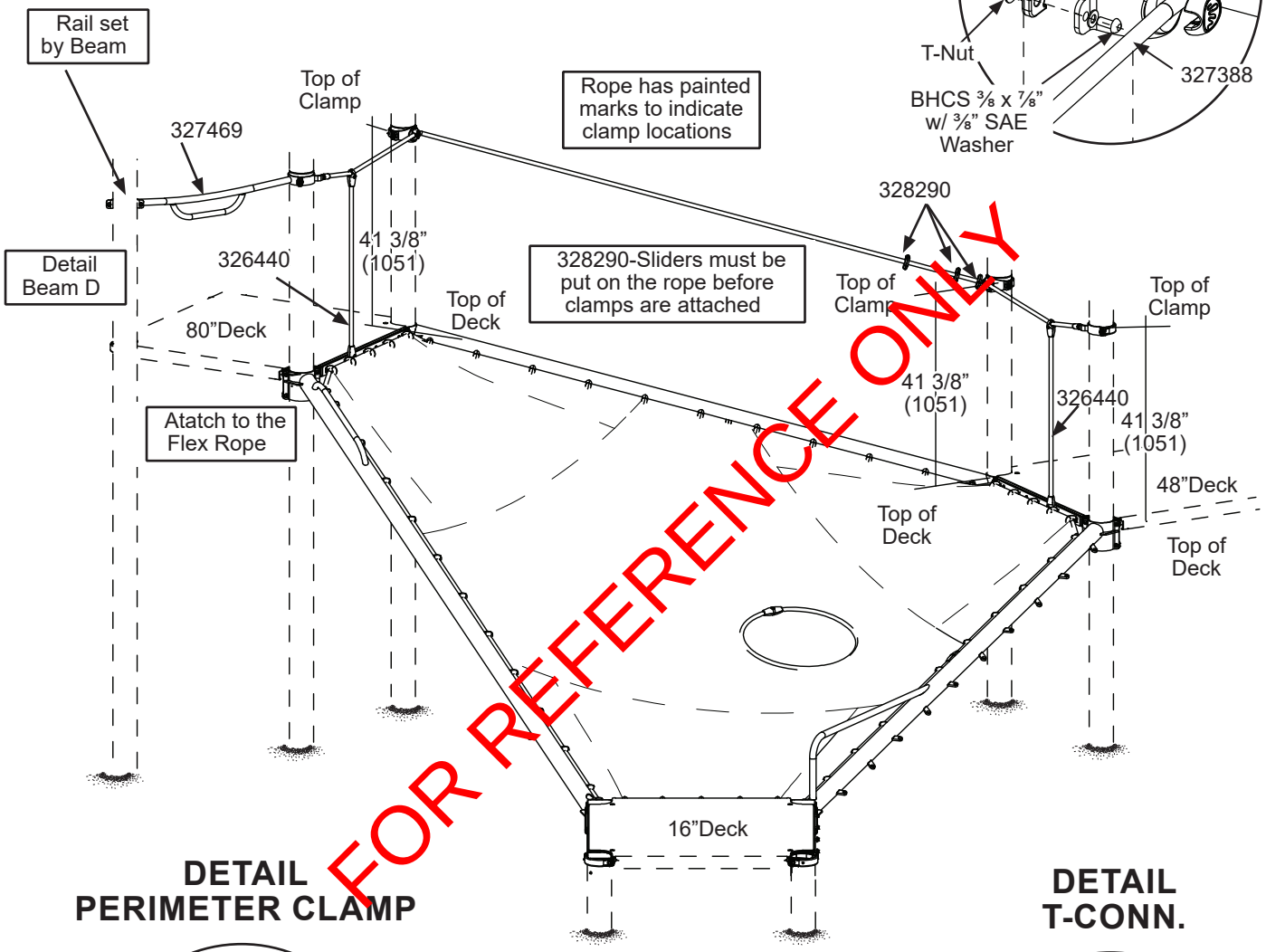


FOR REFERENCE ONLY

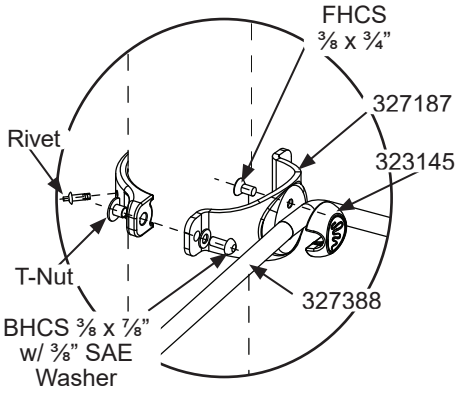
Attach the 20mm cable to the hooks, starting from the secured hooks from the previous step. Loose connect the cable without placing caps. The net may need to be adjusted to get all the hooks on. The use of bar clamps may be necessary. Be sure to protect painted surfaces from clamp marks. Leave Flexx caps off until an initial clamped hook location is reached. Once the step is finished hooks can get the caps installed. Move to the next step and repeat until finished.

© 2024 By Landscape Structures. All rights reserved.

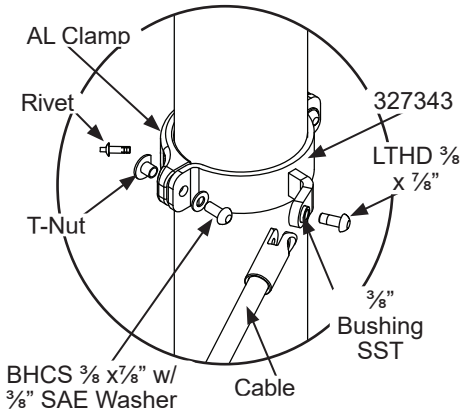
PERIMETER ROPE



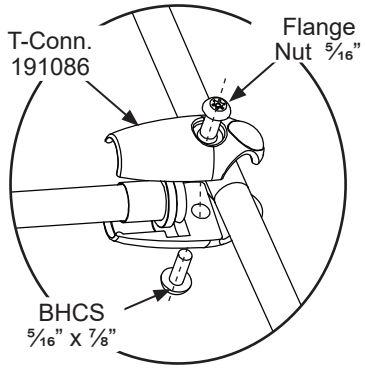
DETAIL CAP CLAMP



DETAIL PERIMETER CLAMP



DETAIL T-CONN.



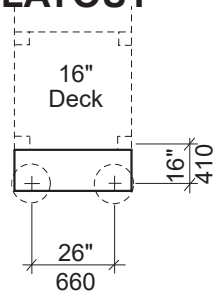
FOR REFERENCE ONLY

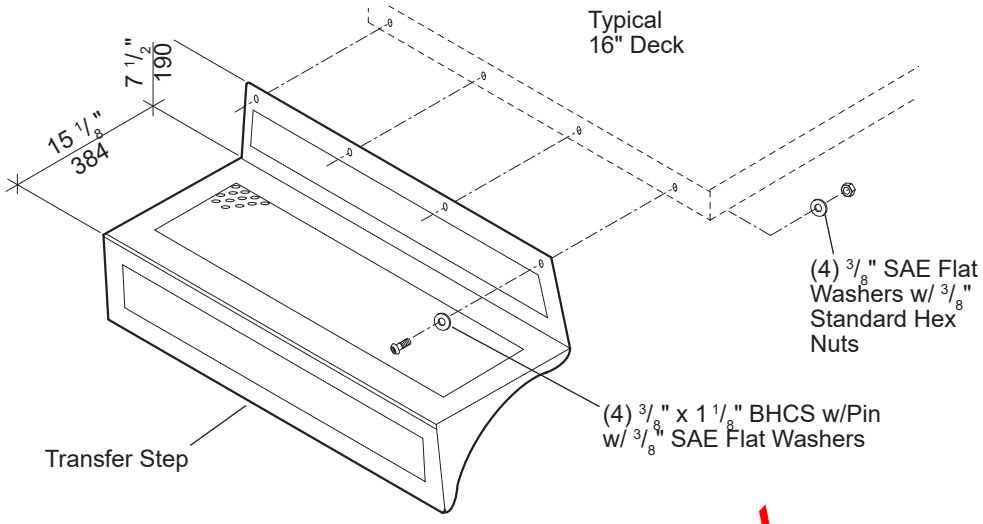
© 2024 By Landscape Structures. All rights reserved.

landscape structures®

TRANSFER STEP

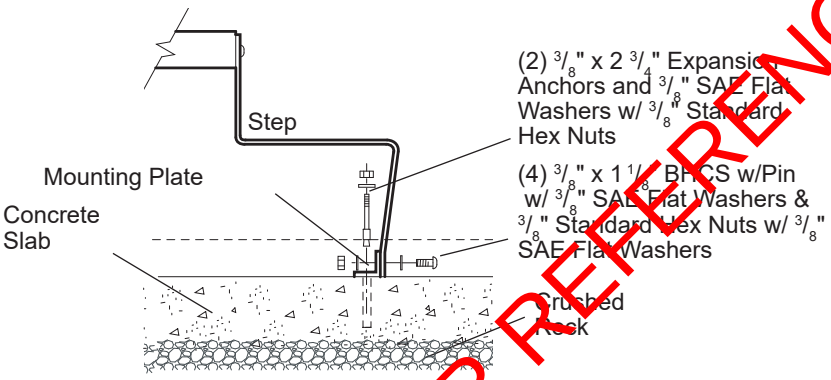
AN/FOOTING LAYOUT





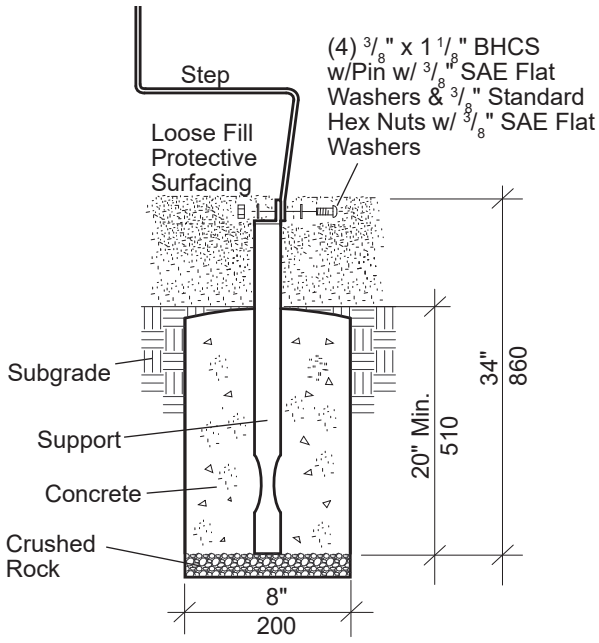
FOR REFERENCE ONLY

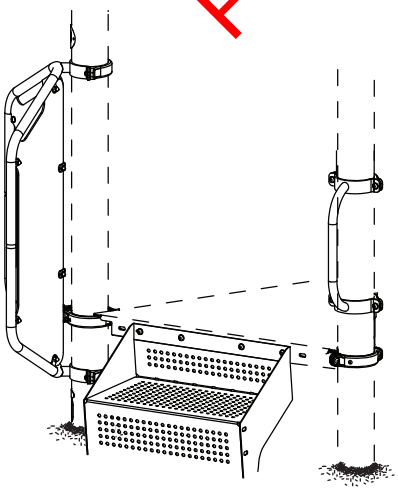
SURFACE MOUNT 2"



NOTE: Sufficient protective surfacing must cover hardware to satisfy fall height requirements.

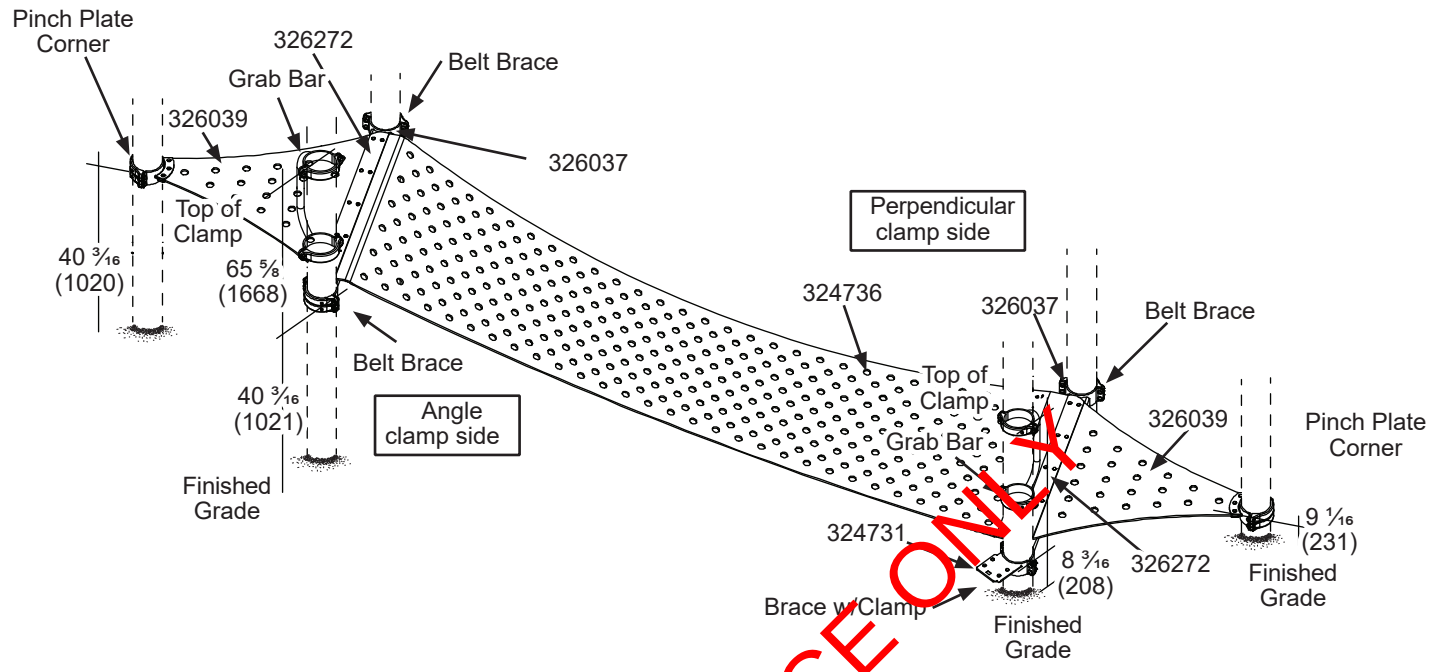
DIRECT BURY





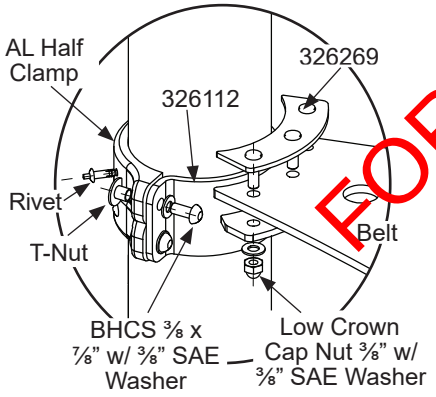
© 2024 By Landscape Structures. All rights reserved.

INCLINED BELT BRIDGE

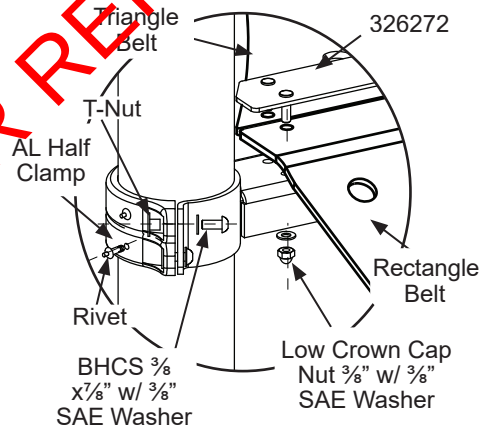


FOR REFERENCE ONLY

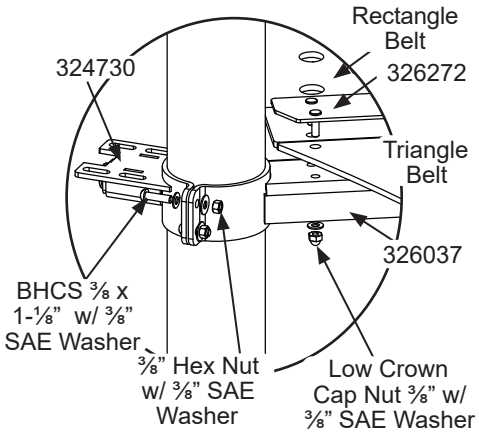
DETAIL PINCH PLATE CORNER



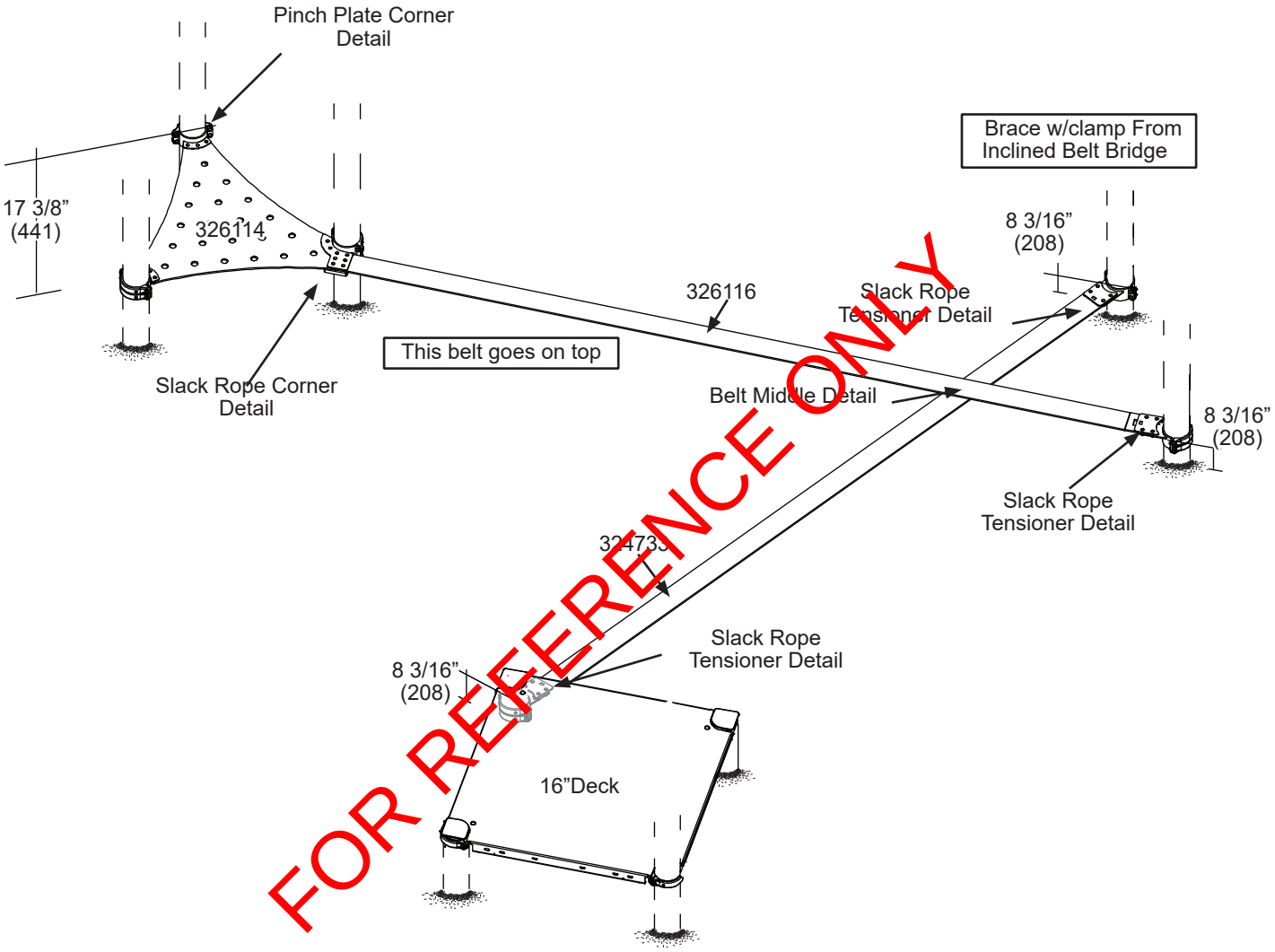
DETAIL BELT BRACE



DETAIL BRACE W/ CLAMP



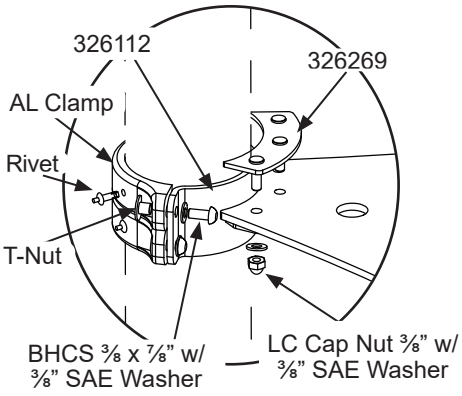
© 2024 By Landscape Structures. All rights reserved.



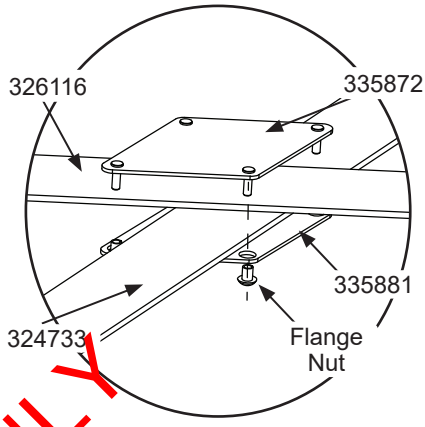
FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

DETAIL
TRI BELT CLAMP

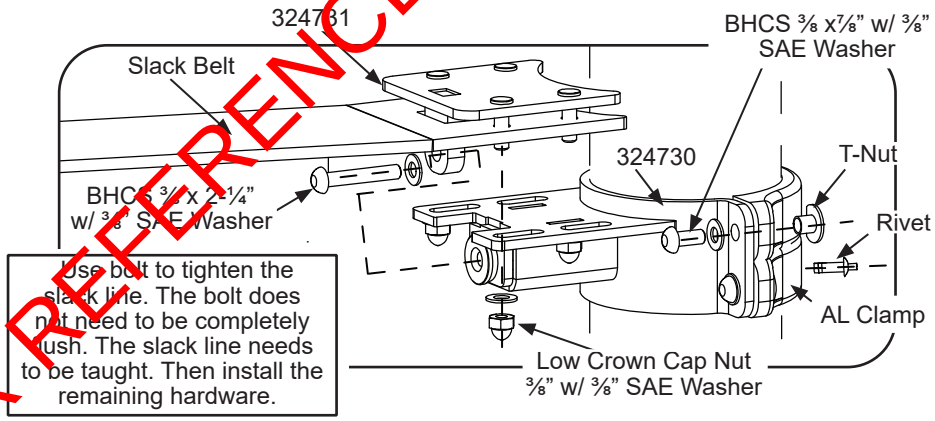


DETAIL
BELT MIDDLE



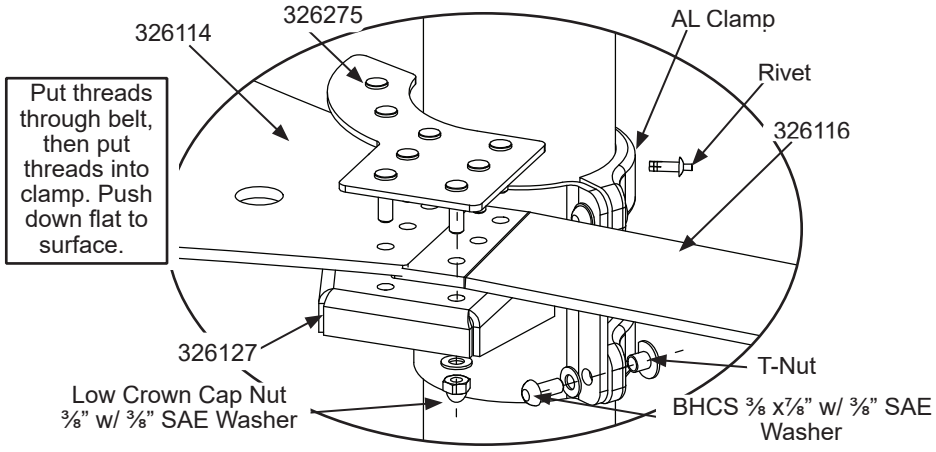
FOR REFERENCE ONLY

DETAIL
SLACK ROPE TENSIONER



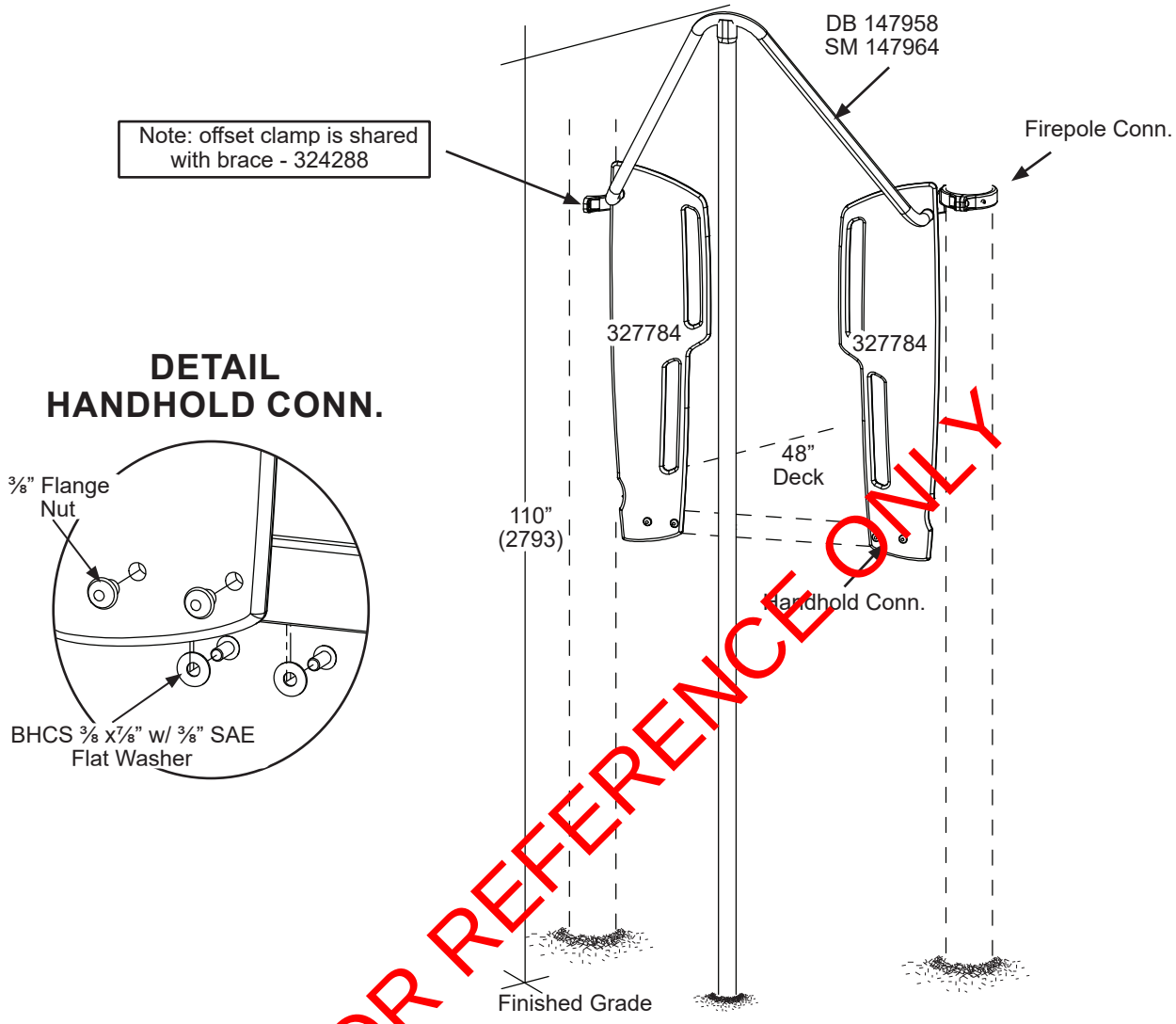
Use bolt to tighten the slack line. The bolt does not need to be completely flush. The slack line needs to be taught. Then install the remaining hardware.

DETAIL
SLACK ROPE CORNER



© 2024 By Landscape Structures. All rights reserved.

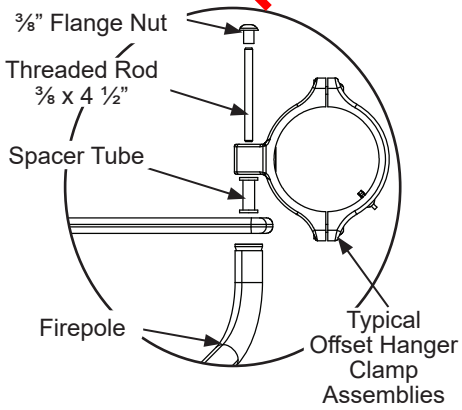
FIREPOLE



DETAIL HANDHOLD CONN.

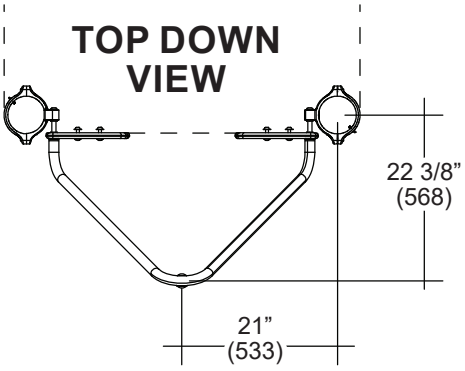
FOR REFERENCE ONLY

DETAIL FIREPOLE CONN.



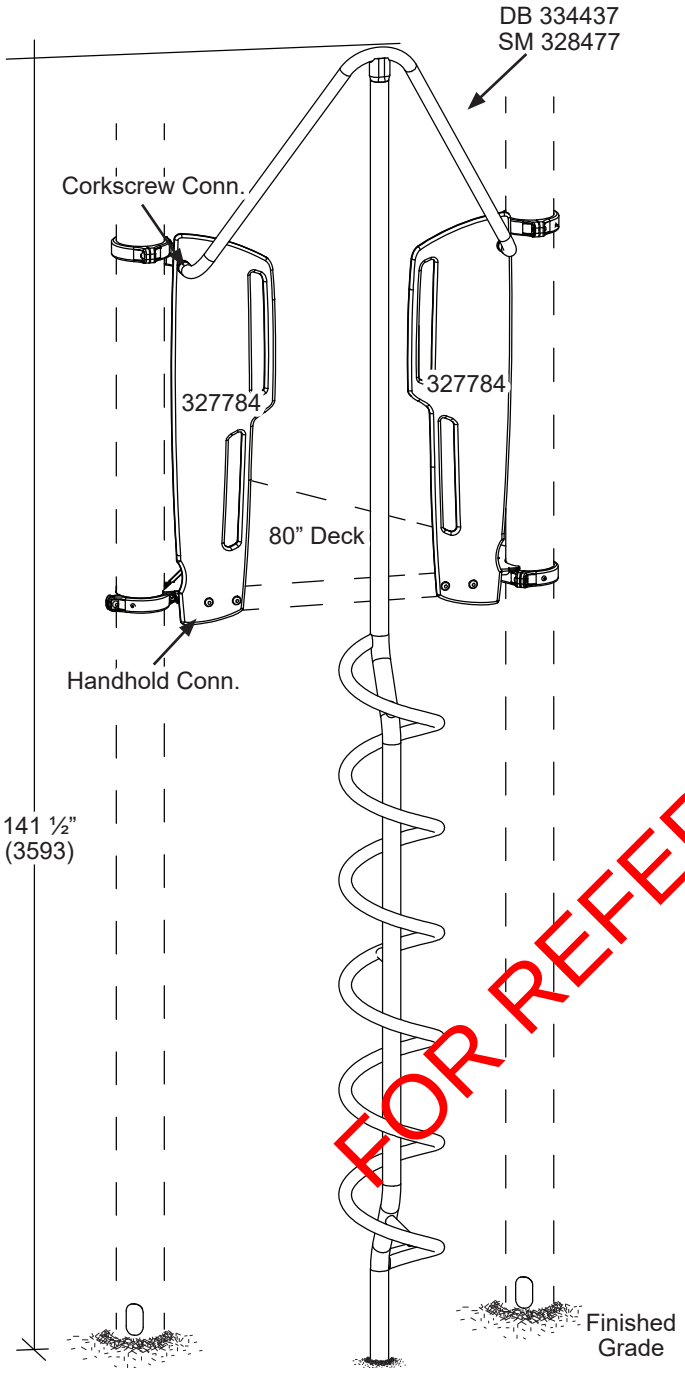
The outside edge of the pod must be greater than 20” from the edge of the firepole.

TOP DOWN VIEW

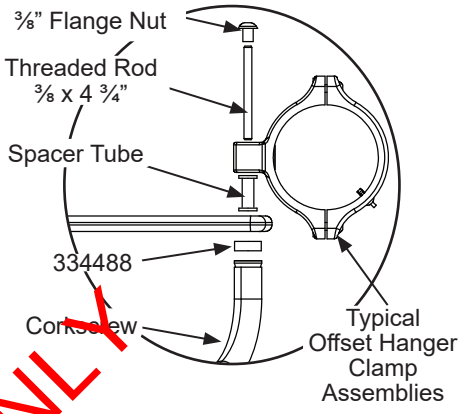


© 2024 By Landscape Structures. All rights reserved.

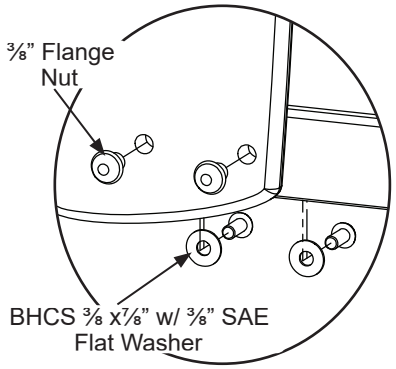
CORKSCREW



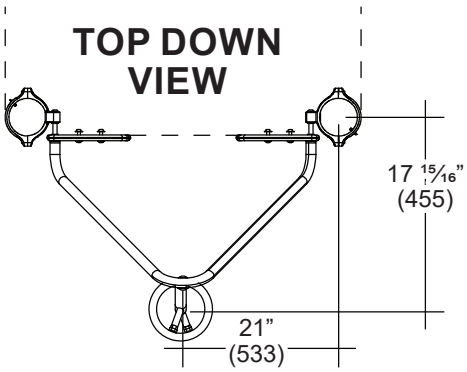
DETAIL CORKSCREW CONN.



DETAIL HANDHOLD CONN.



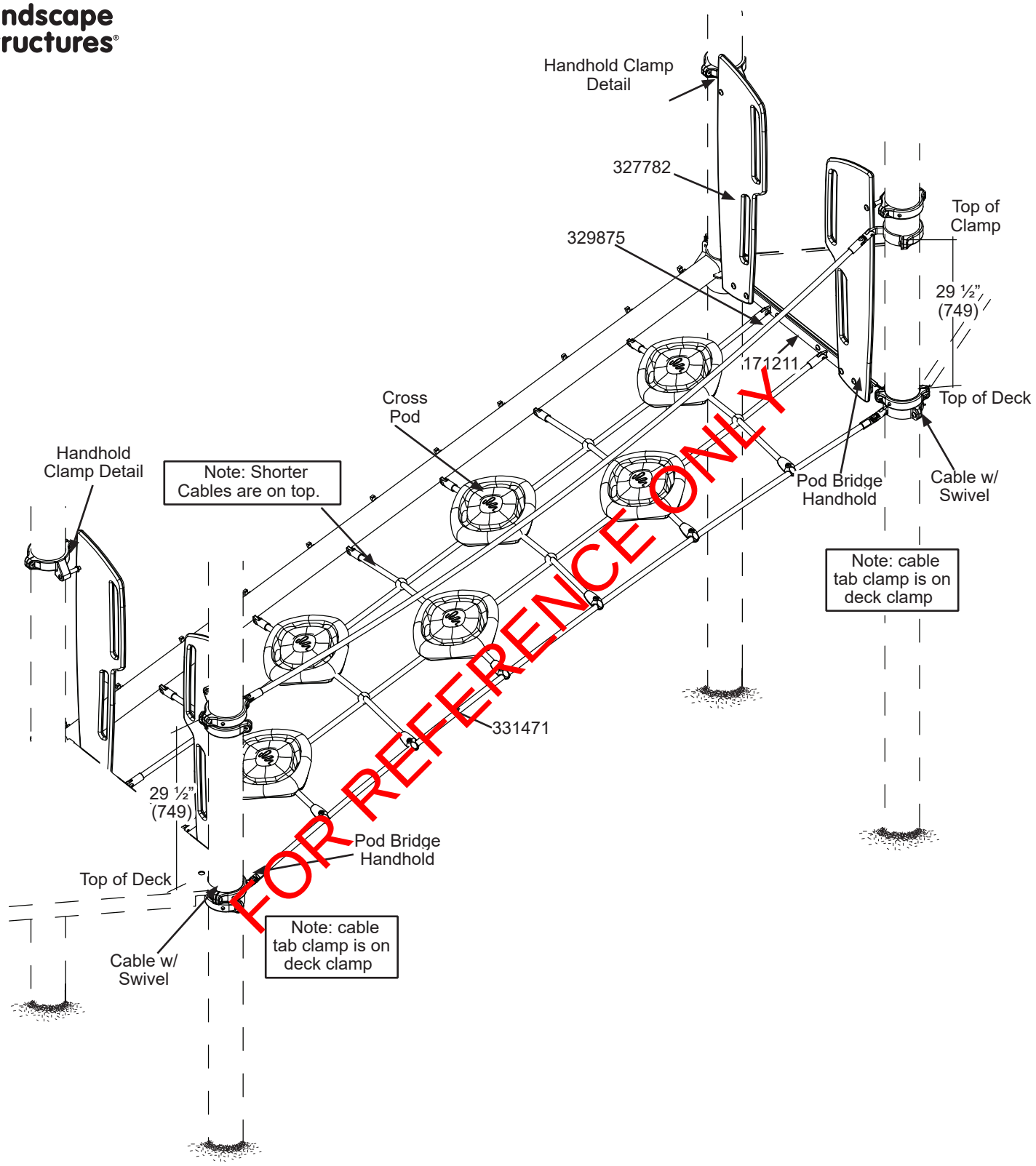
TOP DOWN VIEW



FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

INCLINED POD BRIDGE



FOR REFERENCE ONLY

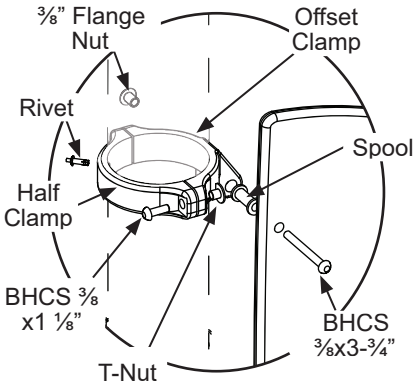
Approx. End to End Cable length	
329875	117-7/16"

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185

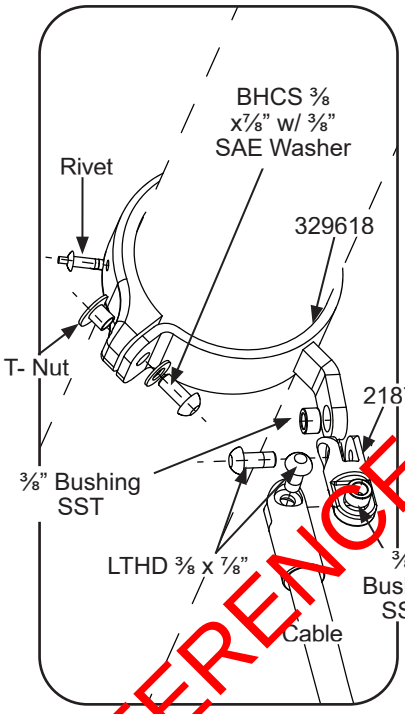
© 2024 By Landscape Structures. All rights reserved.

INCLINED POD BRIDGE

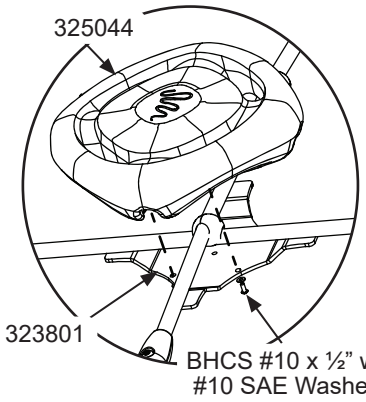
DETAIL HANDHOLD CLAMP



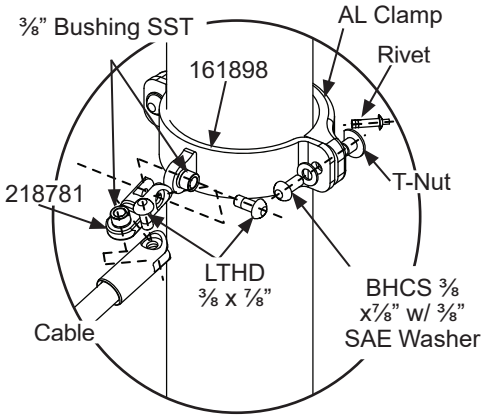
DETAIL BENT TAB CLAMP



DETAIL CROSS POD

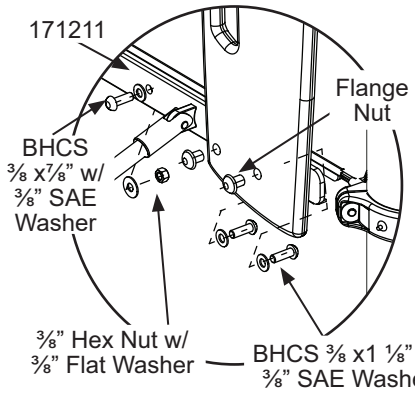


DETAIL CLAMP W/ SWIVEL

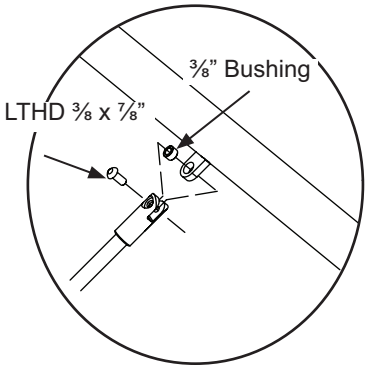


FOR REFERENCE ONLY

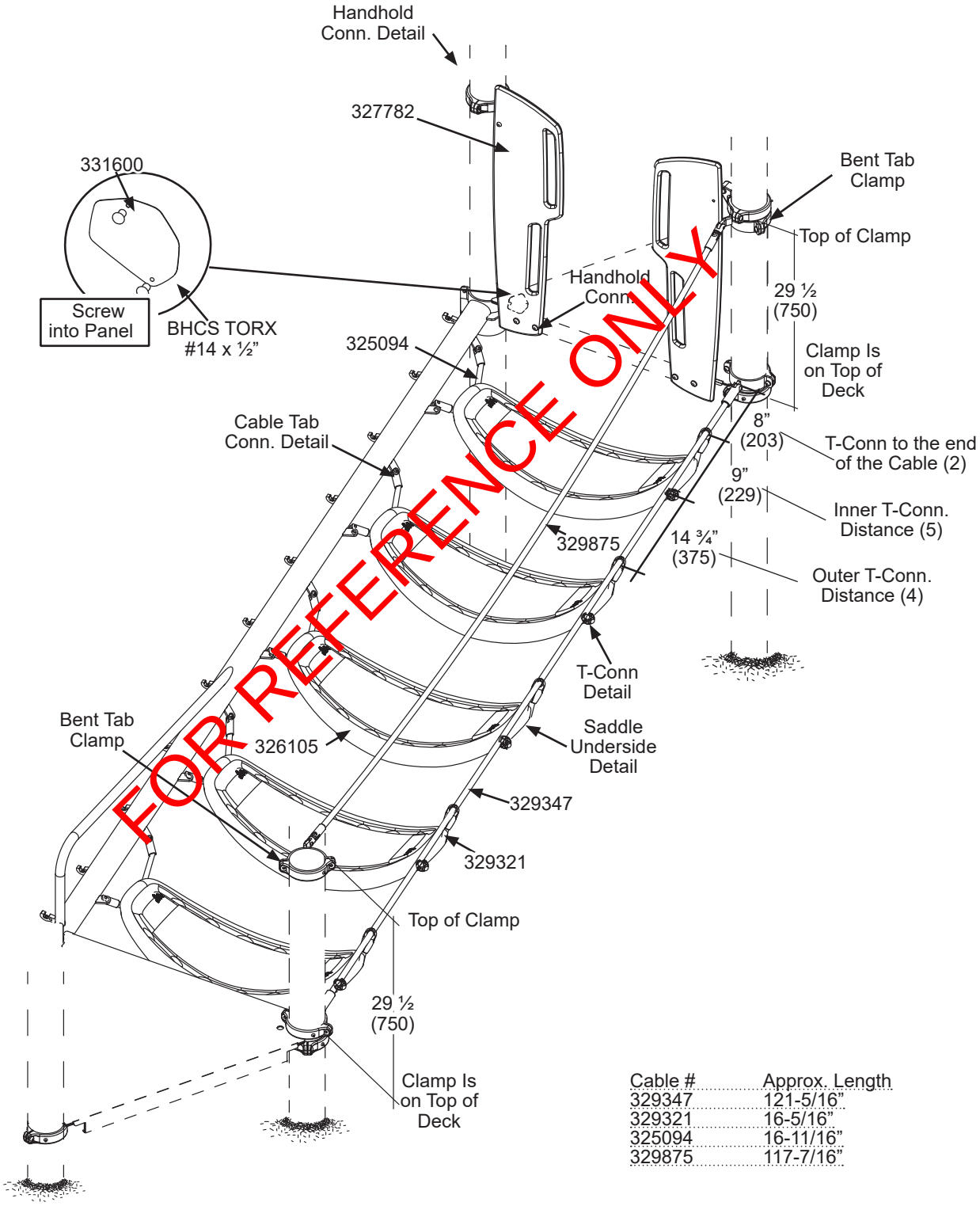
DETAIL POD BRIDGE HANDHOLD



DETAIL CABLE TAB CONN.



© 2024 By Landscape Structures. All rights reserved.

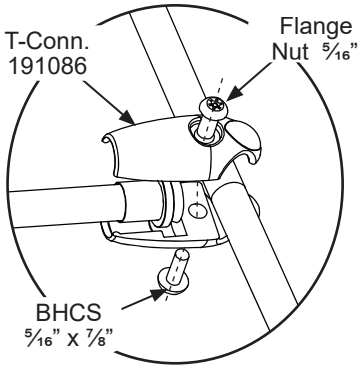


FOR REFERENCE ONLY

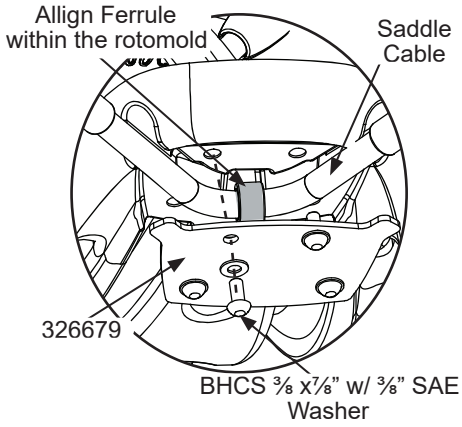
Cable #	Approx. Length
329347	121-5/16”
329321	16-5/16”
325094	16-11/16”
329875	117-7/16”

© 2024 By Landscape Structures. All rights reserved.

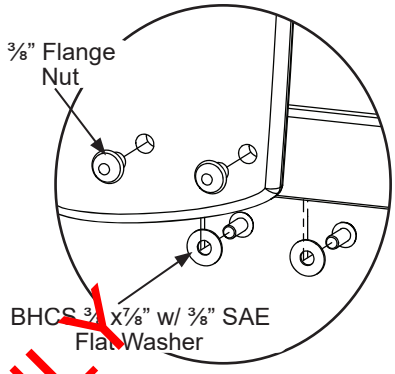
DETAIL T-CONN.



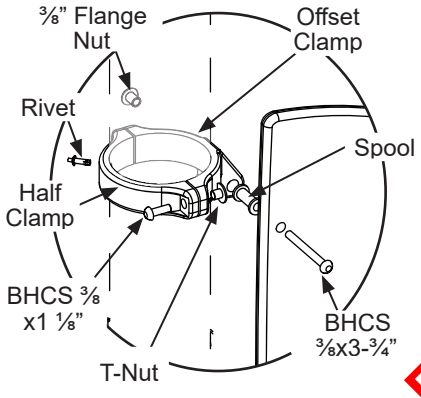
DETAIL SADDLE UNDERSIDE



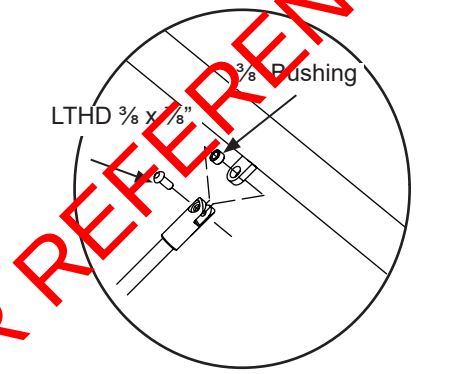
DETAIL HANDHOLD CONN.



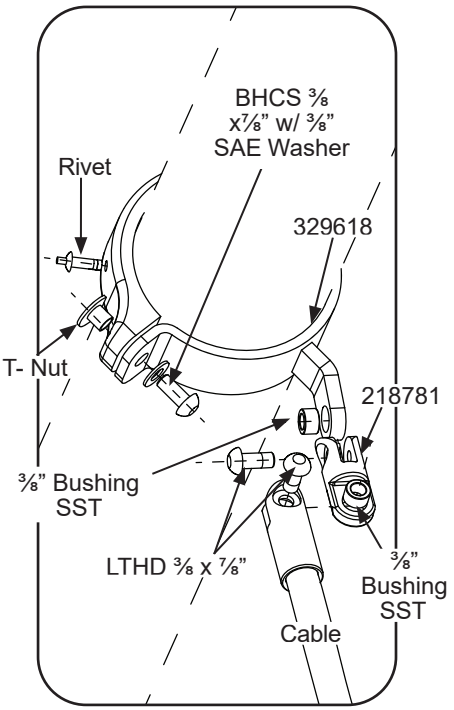
DETAIL HANDHOLD CLAMP



DETAIL CABLE TAB CONN.

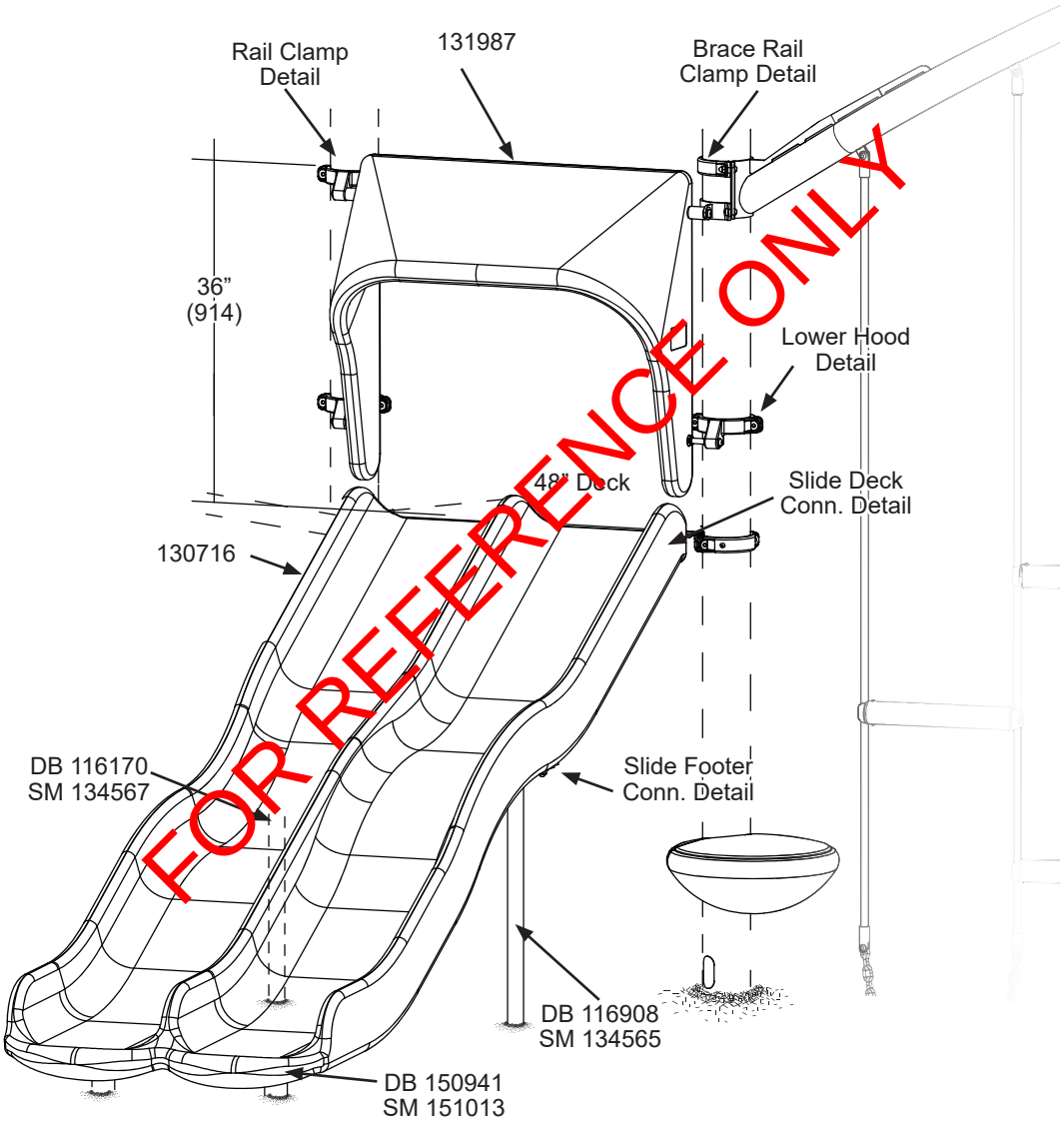


DETAIL BENT TAB CLAMP



FOR REFERENCE ONLY

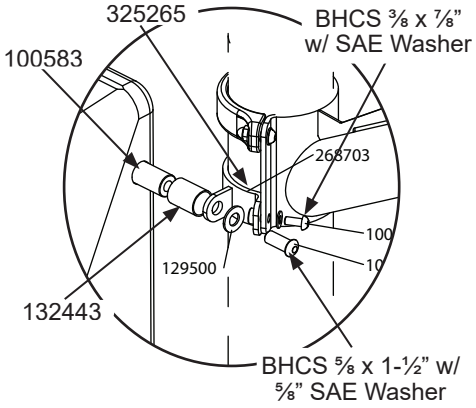
© 2024 By Landscape Structures. All rights reserved.



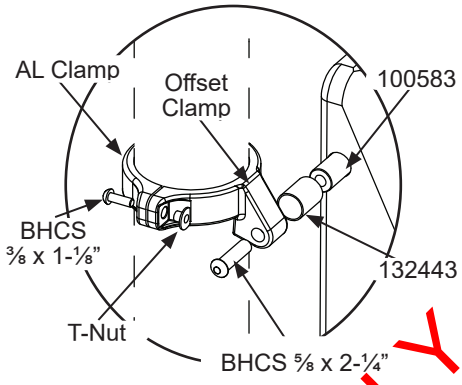
FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

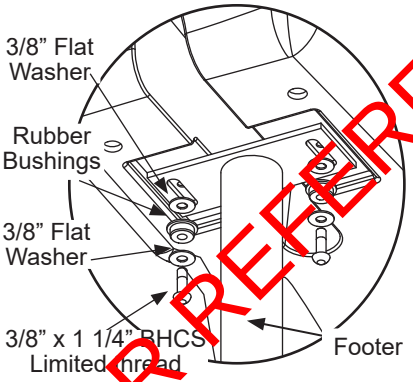
DETAIL BRACE RAIL CLAMP



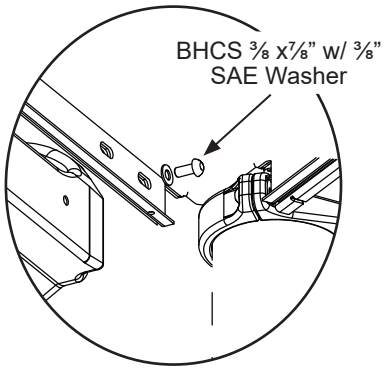
DETAIL RAIL CLAMP



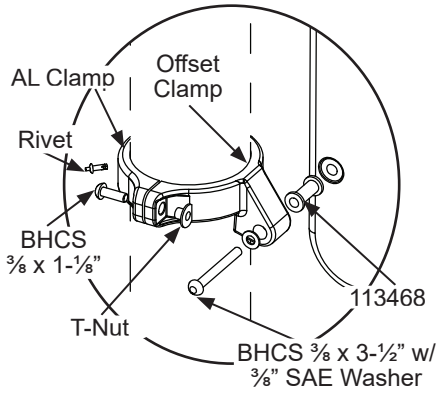
DETAIL SLIDE FOOTER CONN.



DETAIL SLIDE DECK CONN.

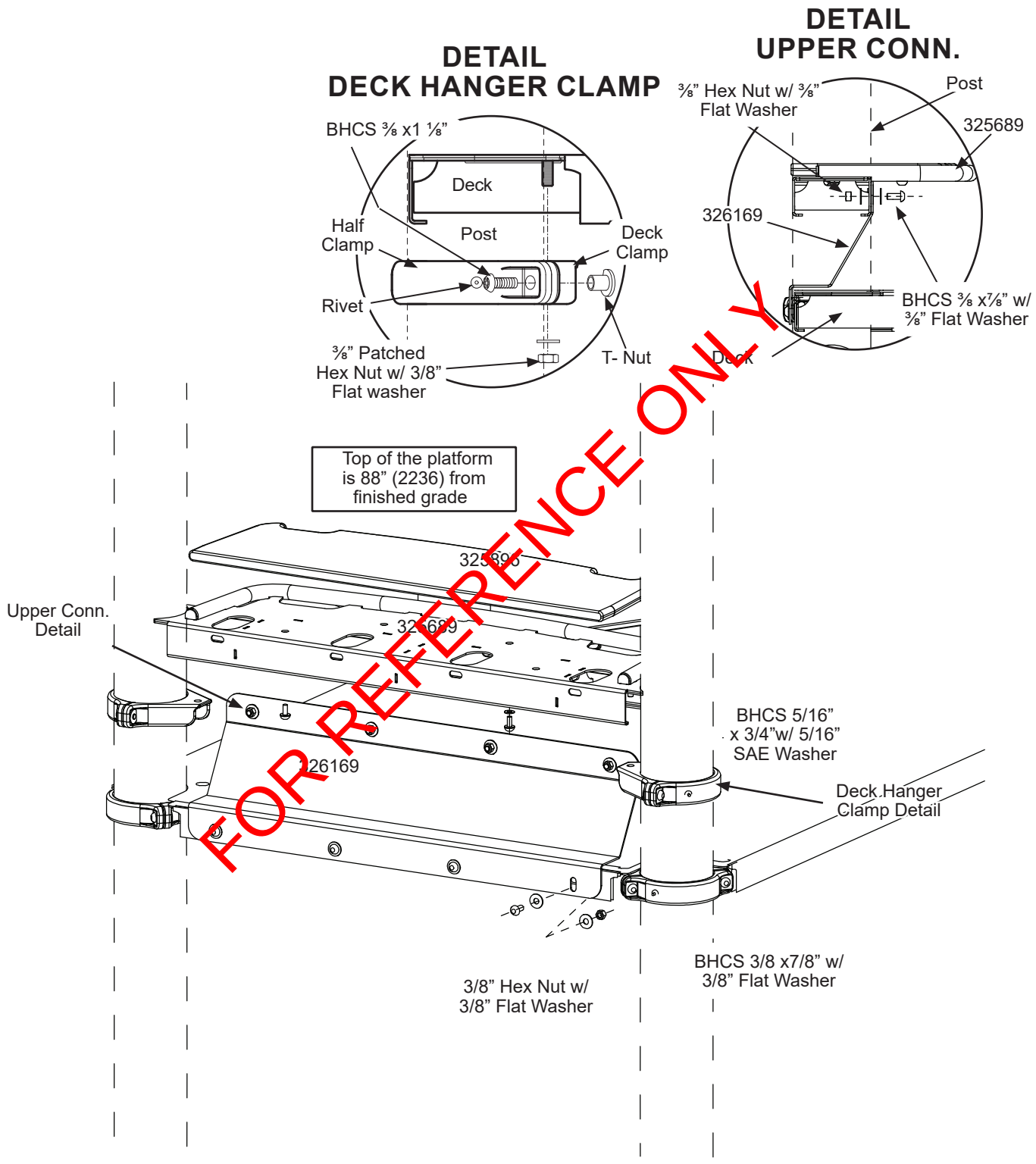


DETAIL LOWER HOOD



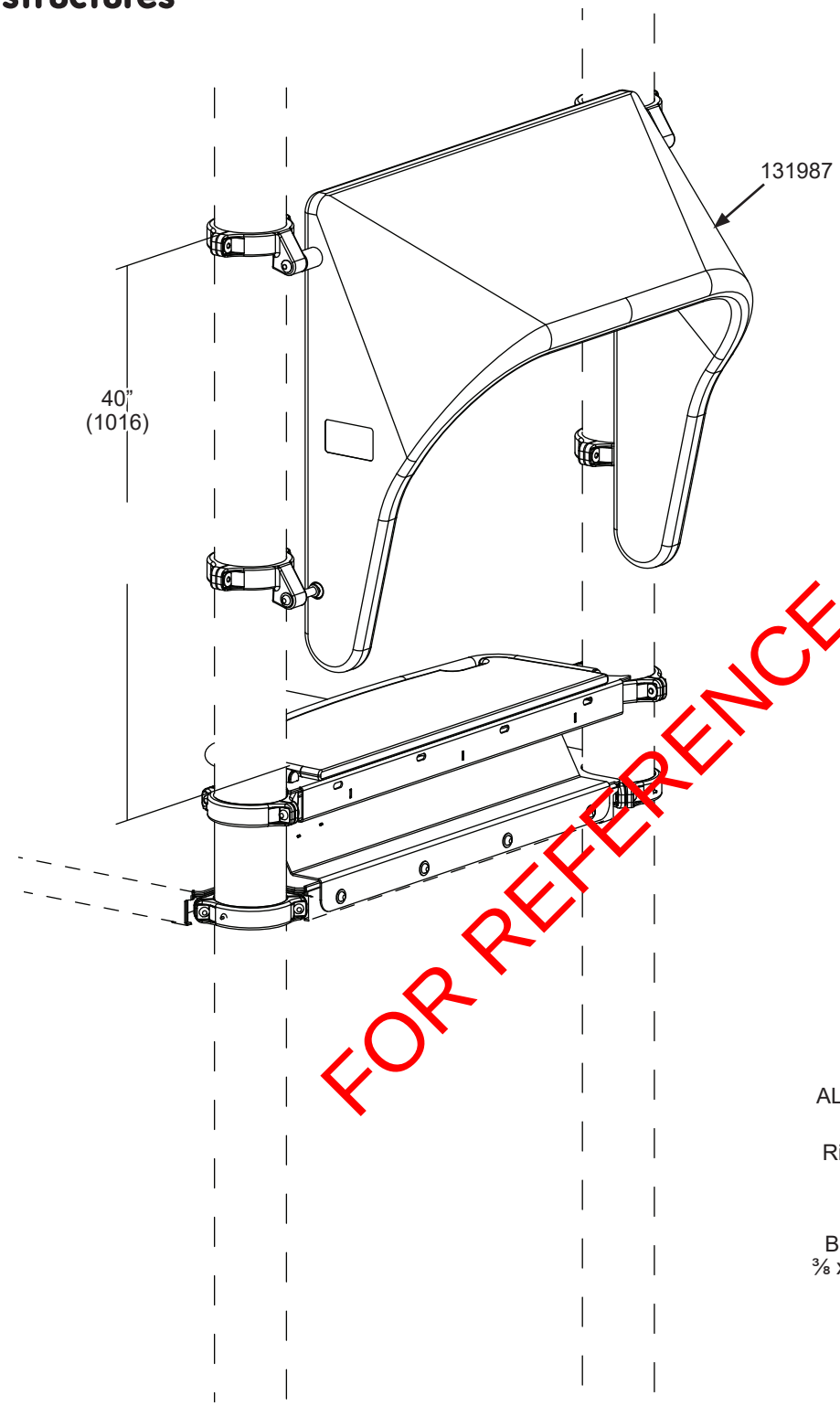
FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.



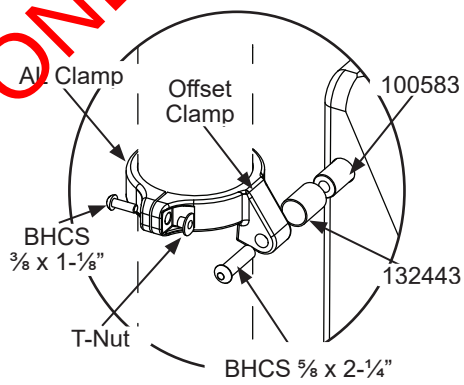
FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

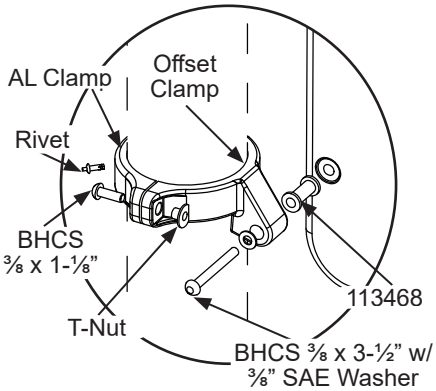


FOR REFERENCE ONLY

DETAIL RAIL CLAMP

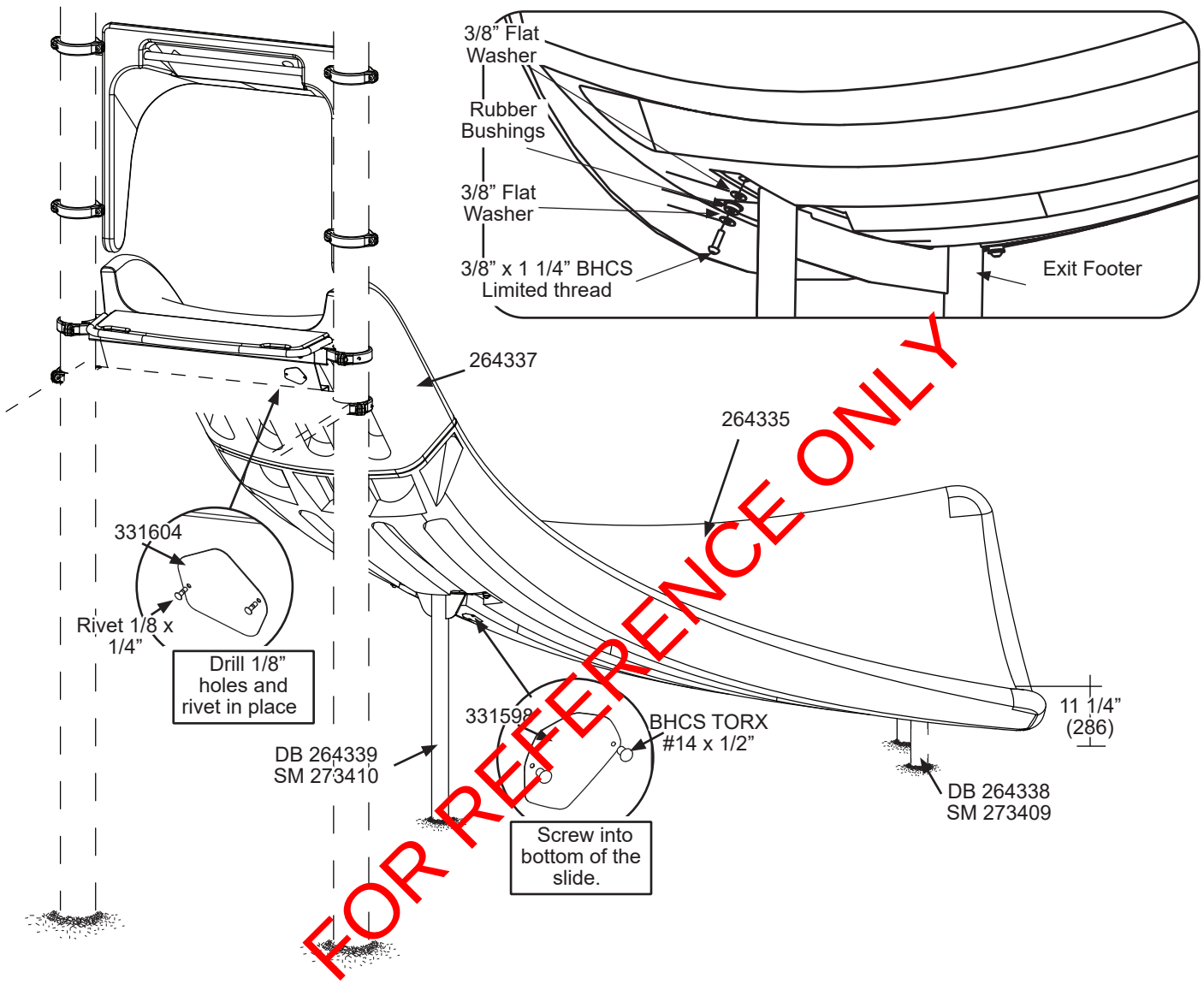


DETAIL LOWER HOOD



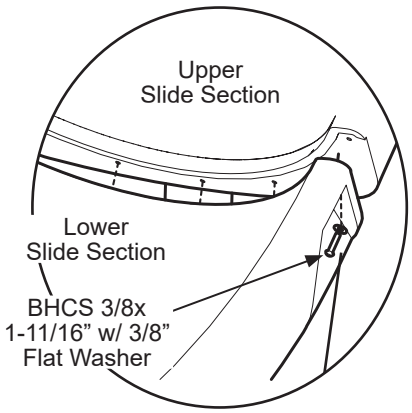
© 2024 By Landscape Structures. All rights reserved.

DETAIL
ALPINE EXIT FOOTER

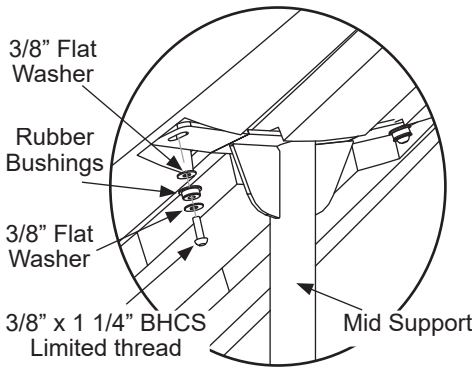


FOR REFERENCE ONLY

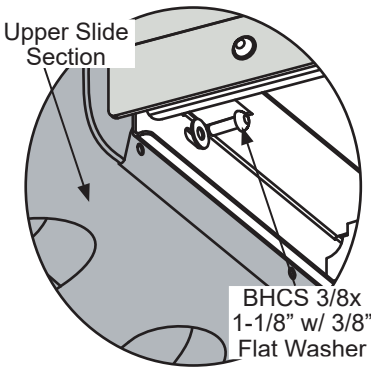
DETAIL
SLIDE CONN.



DETAIL
MID SUPPORT



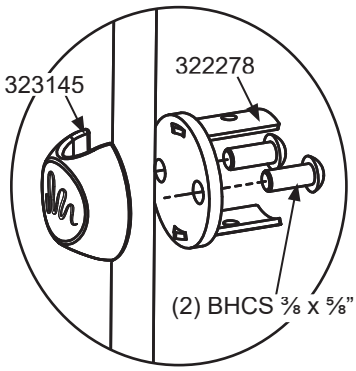
DETAIL
SLIDE DECK CONN.



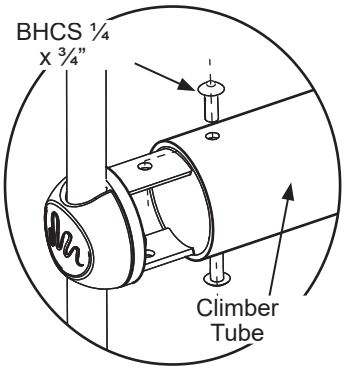
© 2024 By Landscape Structures. All rights reserved.

RUNG CLIMBER

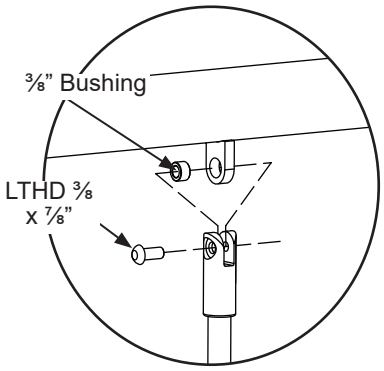
DETAIL RUNG STEP 1

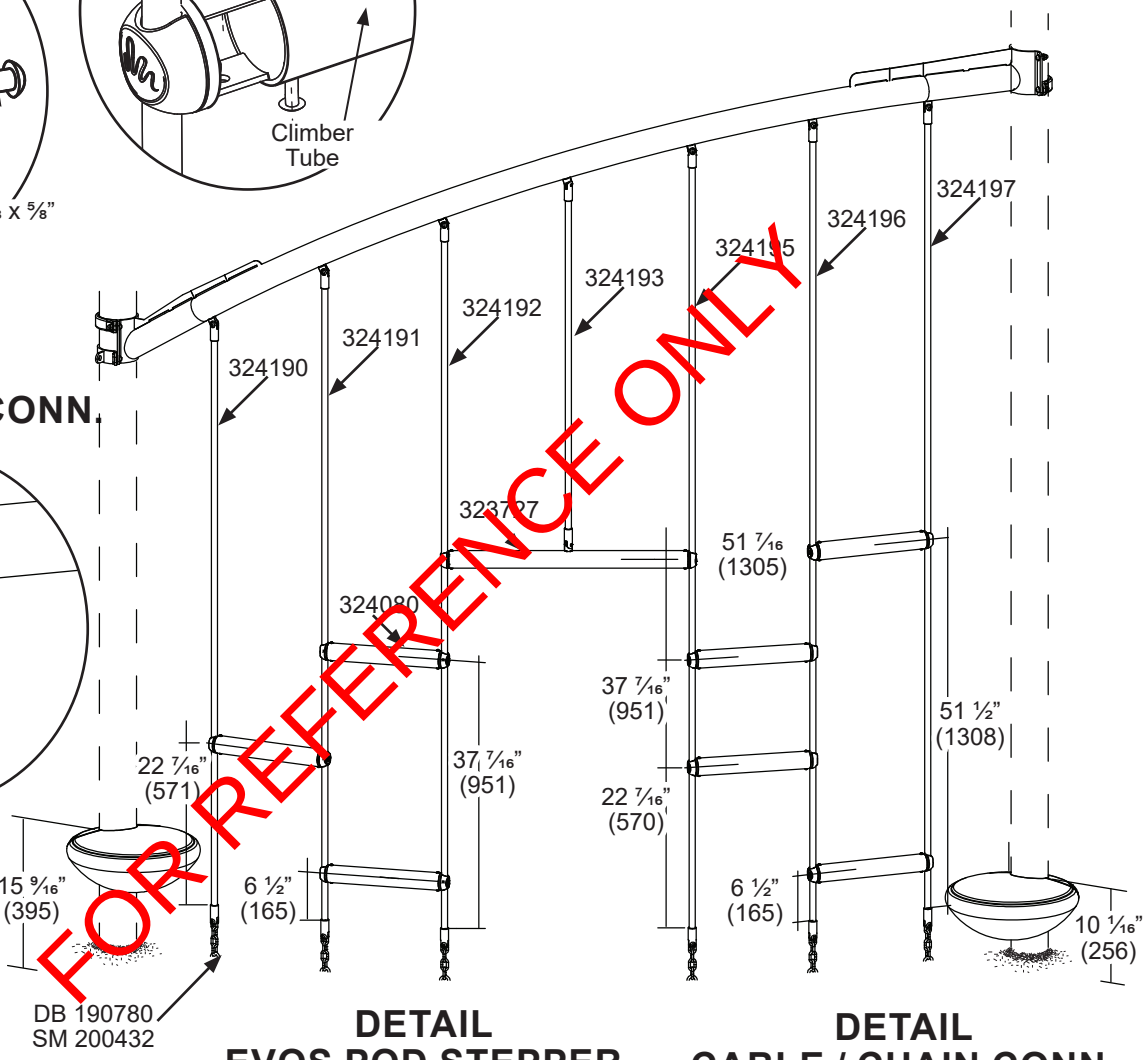


DETAIL RUNG STEP 2



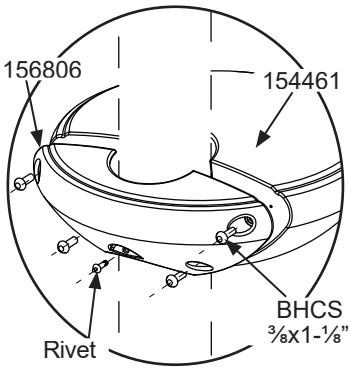
DETAIL CABLE TAB CONN.



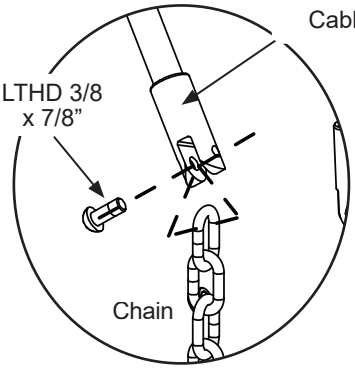


FOR REFERENCE ONLY

DETAIL EVOS POD STEPPER



DETAIL CABLE / CHAIN CONN.

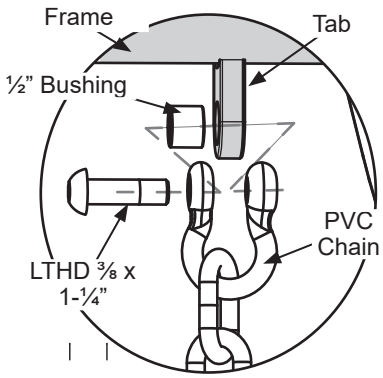


Cable #	Approx. Length
324190	84 1/8”
324191	93 5/8”
324192	101 3/8”
324193	51 5/8”
324195	111 5/8”
324196	114 1/4”
324197	115”

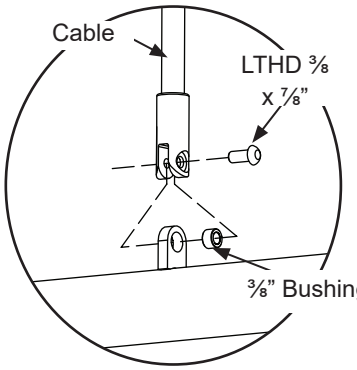
© 2024 By Landscape Structures. All rights reserved.

PENTAGON CLIMBER

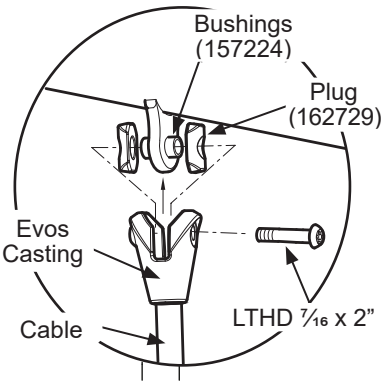
DETAIL PVC CHAIN CONN.

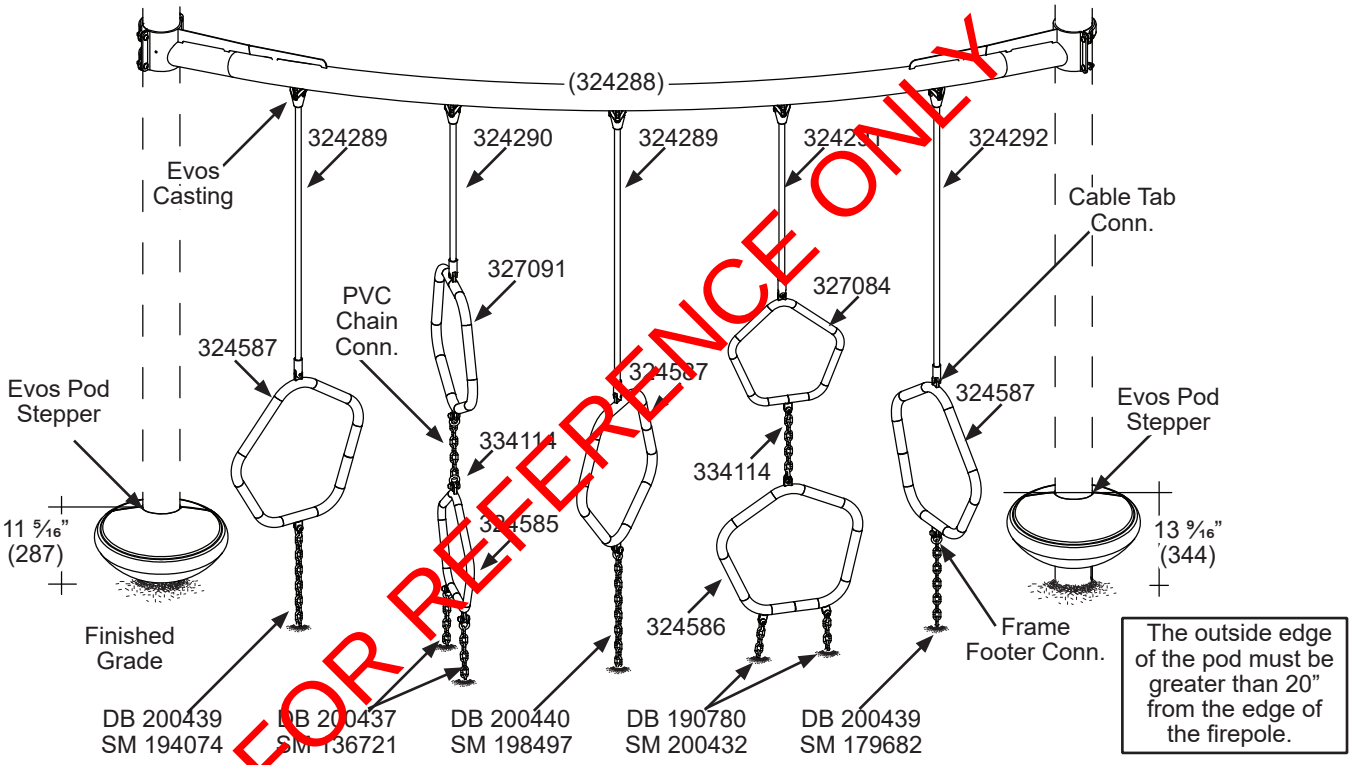


DETAIL CABLE TAB CONN.



DETAIL EVOS CASTING

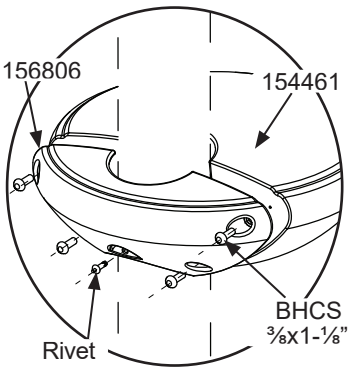




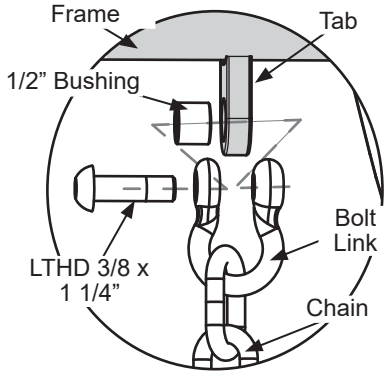
The outside edge of the pod must be greater than 20" from the edge of the firepole.

FOR REFERENCE ONLY

DETAIL EVOS POD STEPPER



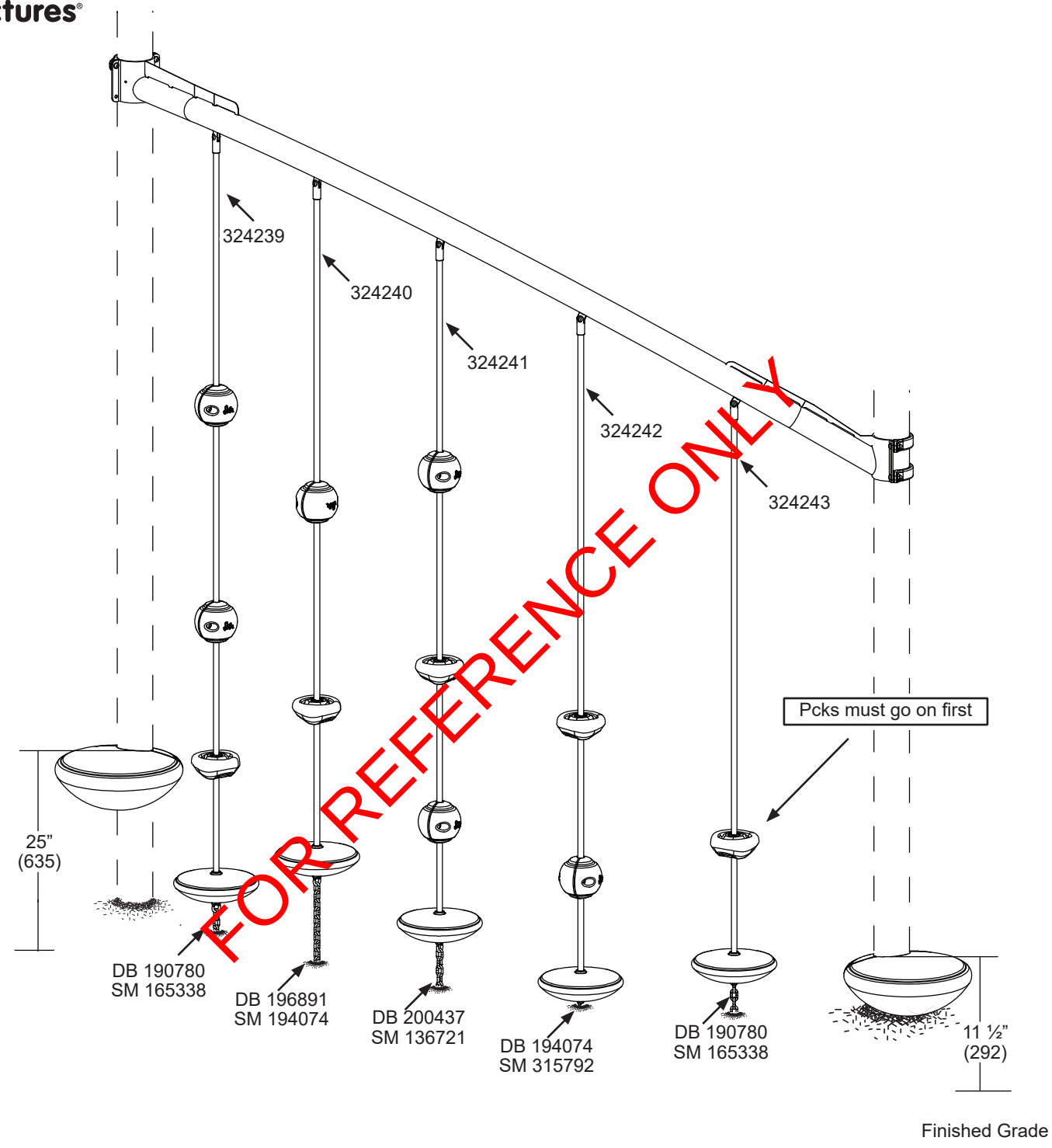
DETAIL FRAME FOOTER CONN.



Cable #	Approx. Length
324289	45"
324292	46"
324291	30"
324290	27"

© 2024 By Landscape Structures. All rights reserved.

SWIGGLE KNOTS BRIDGE



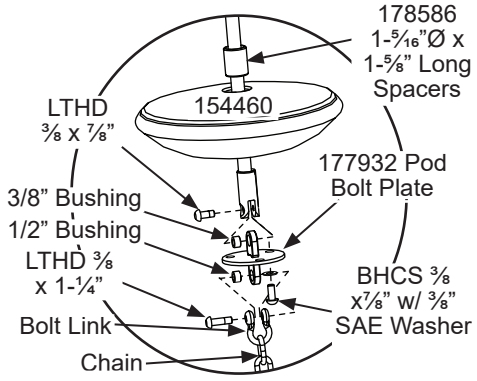
FOR REFERENCE ONLY

Cable #	Approx. Length
324239	110 1/4”
324240	99 5/8”
324241	100 3/8”
324242	98 1/8”
324243	83 1/8”

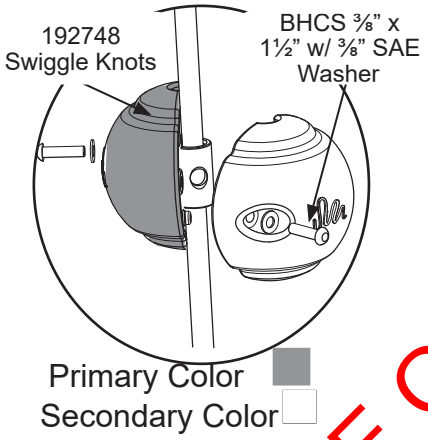
© 2024 By Landscape Structures. All rights reserved.

SWIGGLE KNOTS BRIDGE

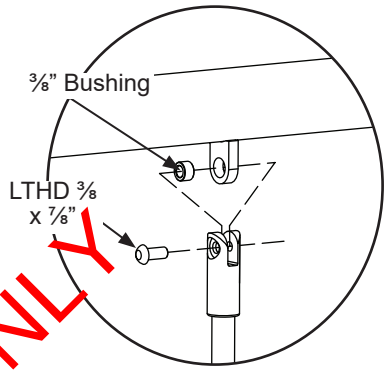
DETAIL SWIGGLE POD ASM.



DETAIL BALL KNOT CONN.

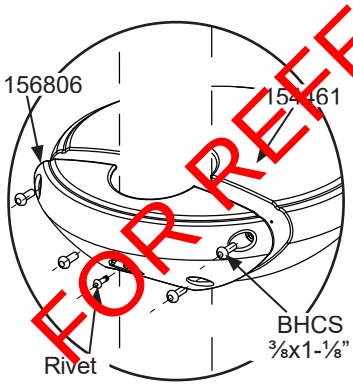


DETAIL CABLE TAB CONN.

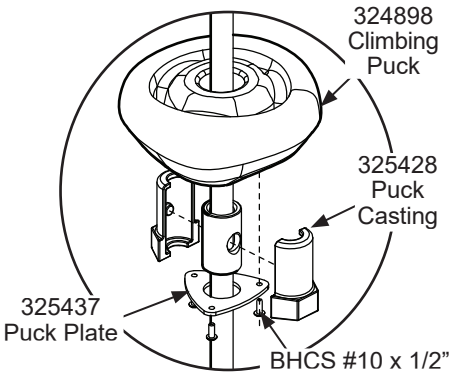


FOR REFERENCE ONLY

DETAIL EVOS POD STEPPER



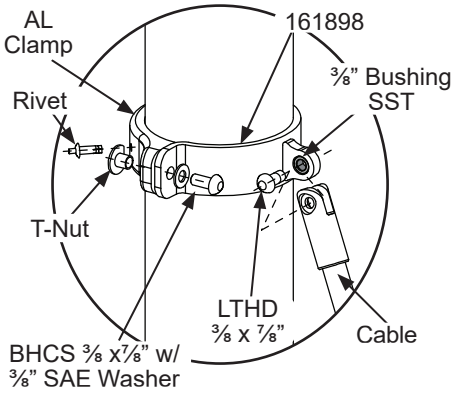
DETAIL PUCK ASM.

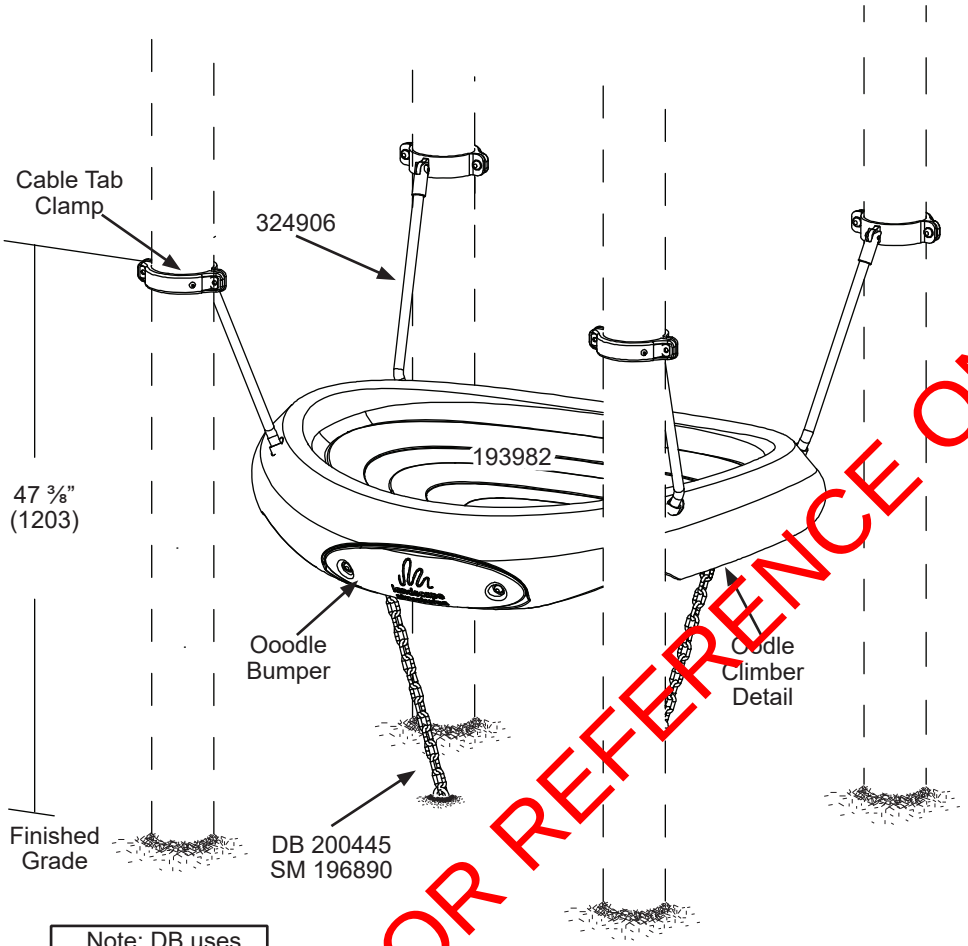


© 2024 By Landscape Structures. All rights reserved.

OODLE SEAT CLIMBER

DETAIL CABLE TAB CLAMP

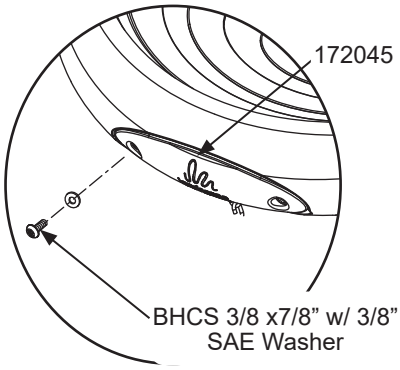




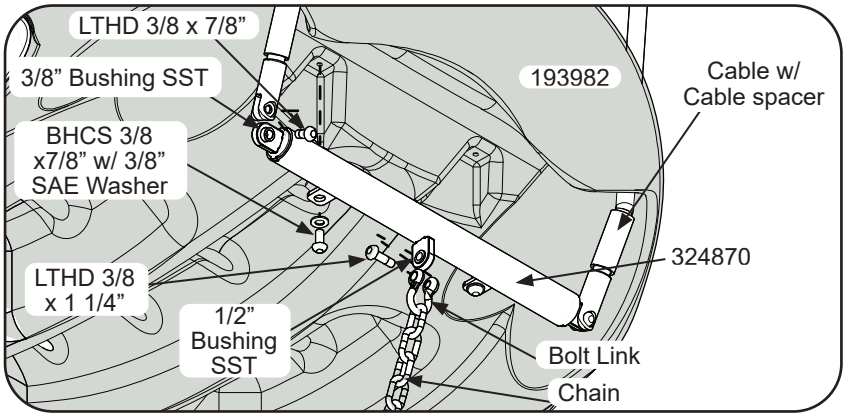
Note: DB uses 282264 footer.

FOR REFERENCE ONLY

DETAIL OODLE BUMPER



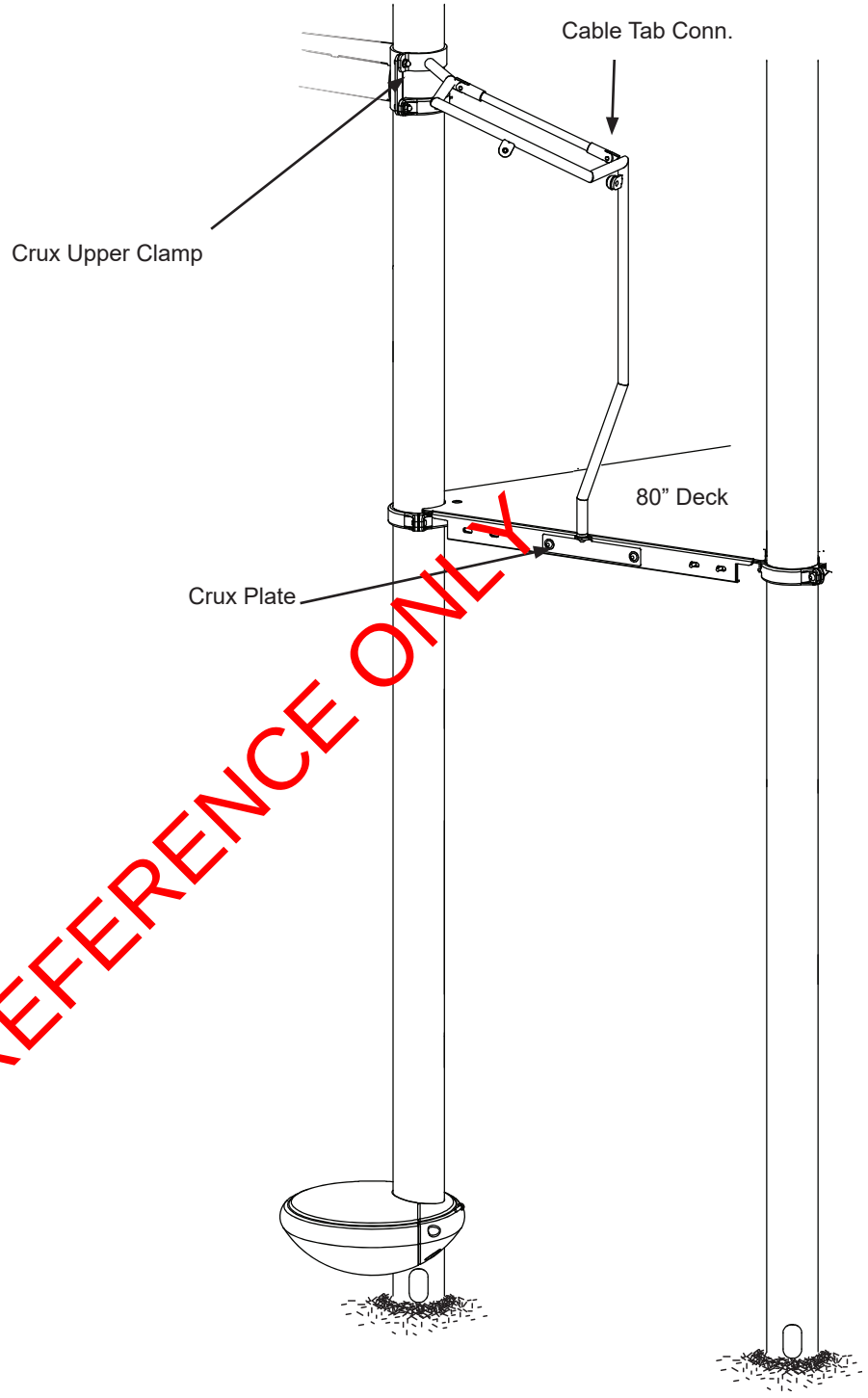
DETAIL OODLE CLIMBER



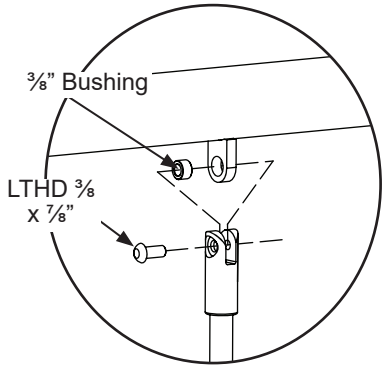
Cable #	Approx.Total Length
324906	24 3/8

© 2024 By Landscape Structures. All rights reserved.

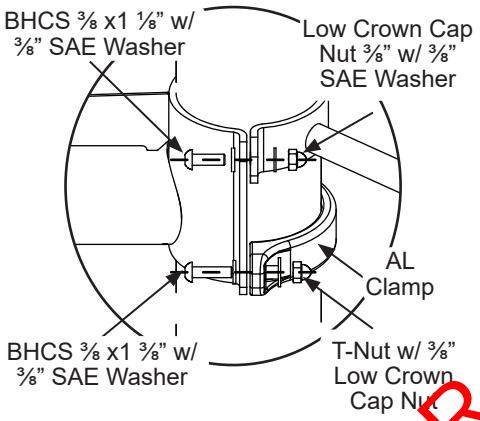
80” CRUX CLIMBER



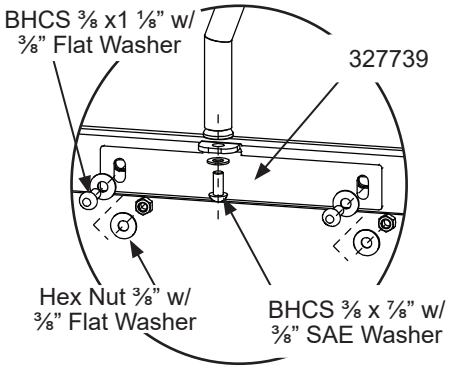
DETAIL CABLE TAB CONN.



DETAIL CRUX UPPER CLAMP



DETAIL CRUX PLATE

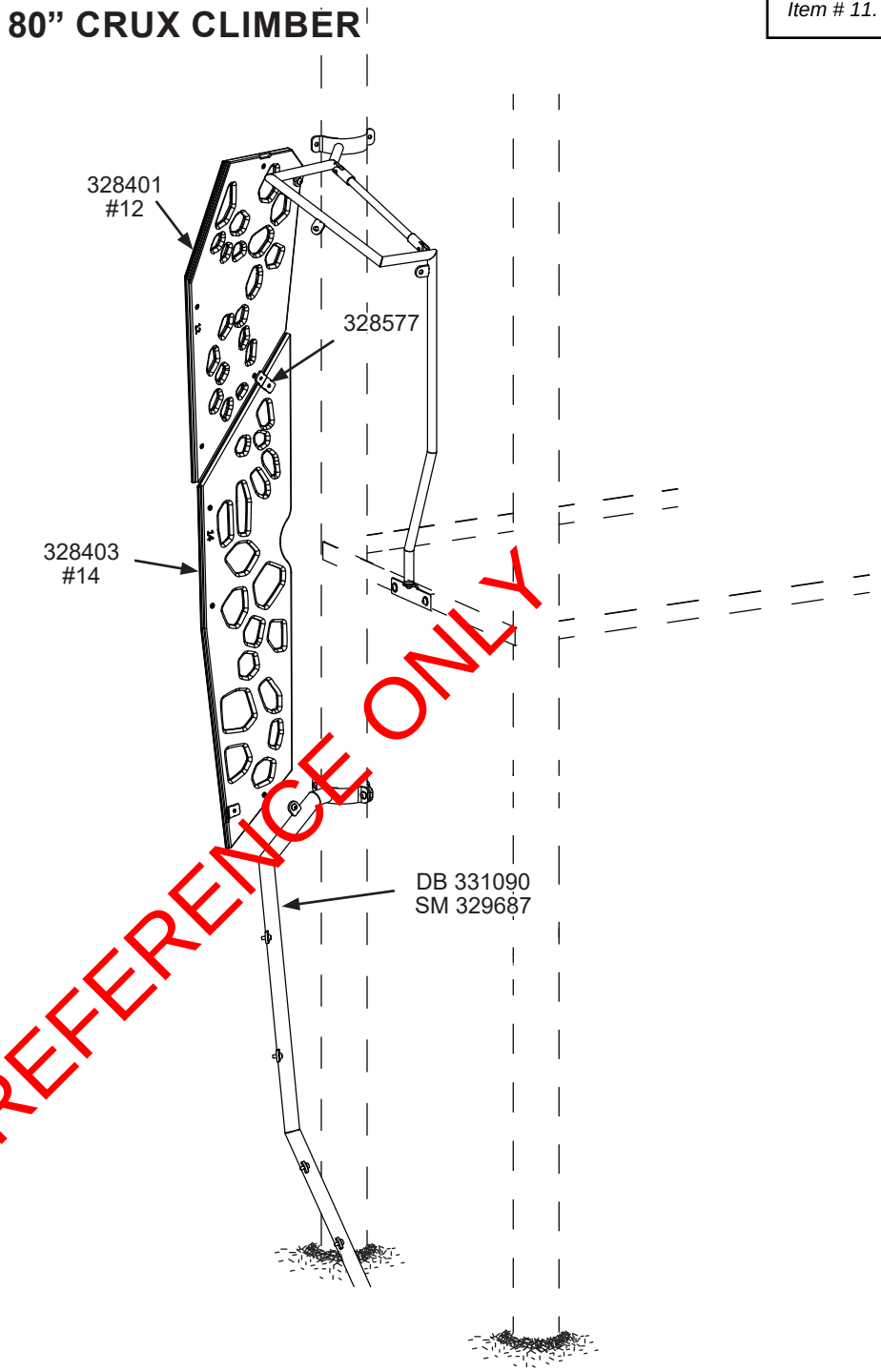


FOR REFERENCE ONLY

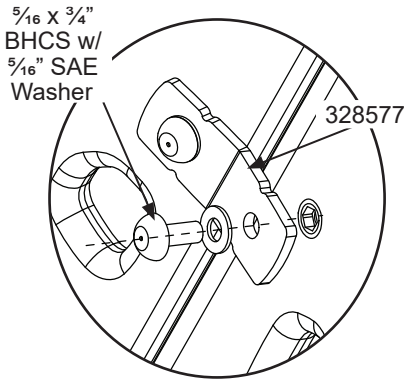
© 2024 By Landscape Structures. All rights reserved.

landscape structures®

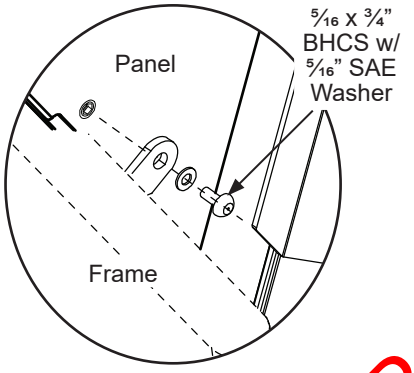
80” CRUX CLIMBER



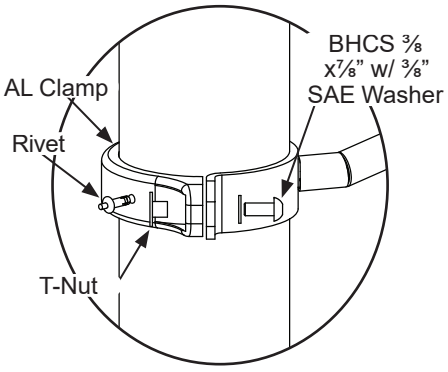
DETAIL 328577



DETAIL CRUX FRAME



DETAIL CRUX CLAMP CONN.



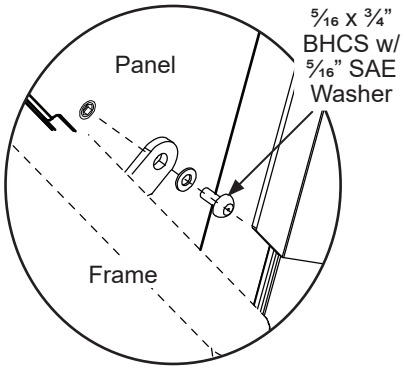
FOR REFERENCE ONLY

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185

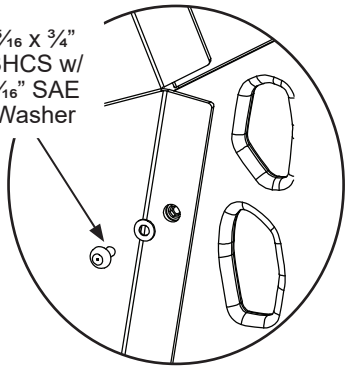
© 2024 By Landscape Structures. All rights reserved.

80” CRUX CLIMBER

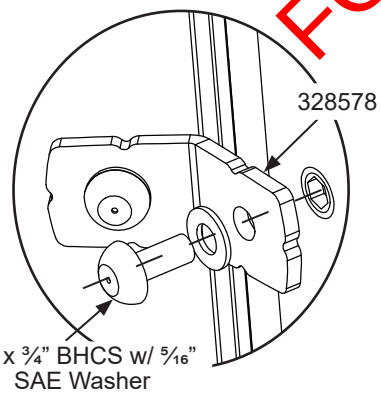
DETAIL CRUX FRAME

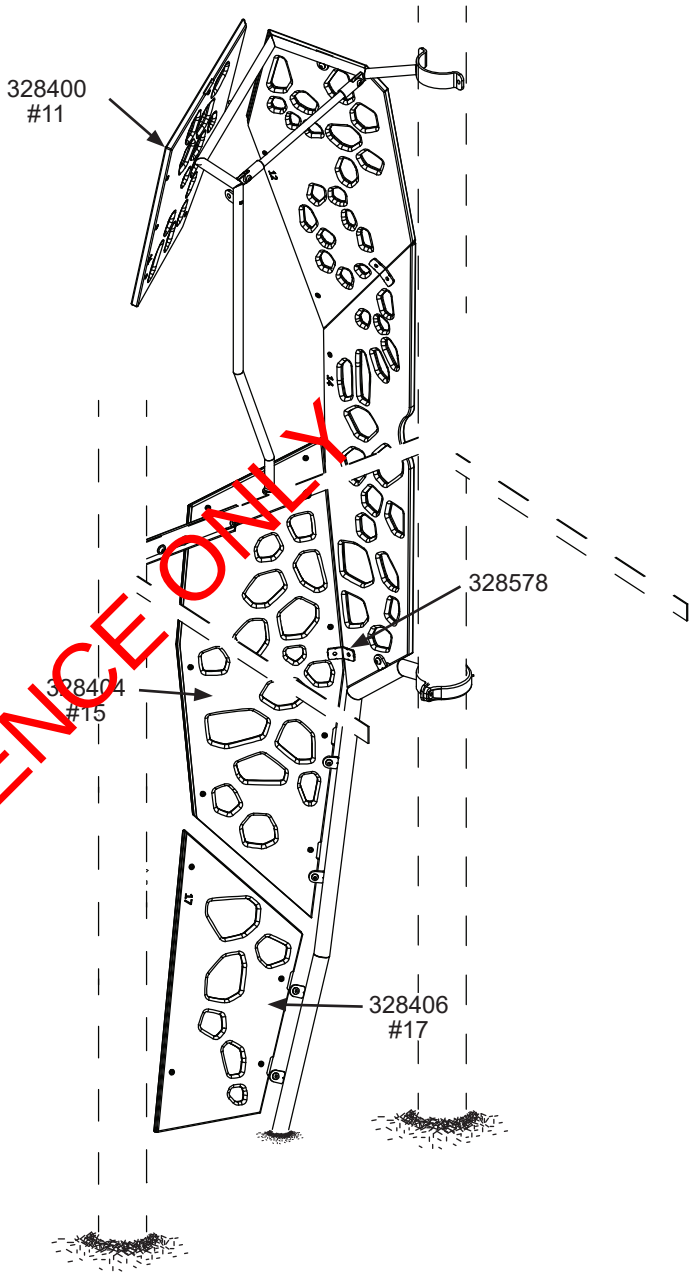


DETAIL ANGLE CONN.



DETAIL 328578



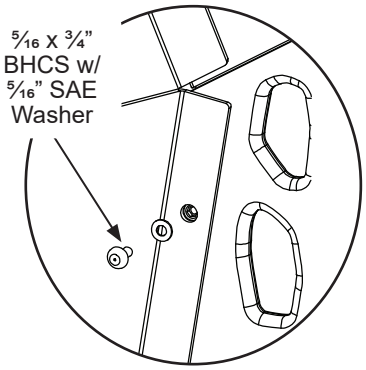


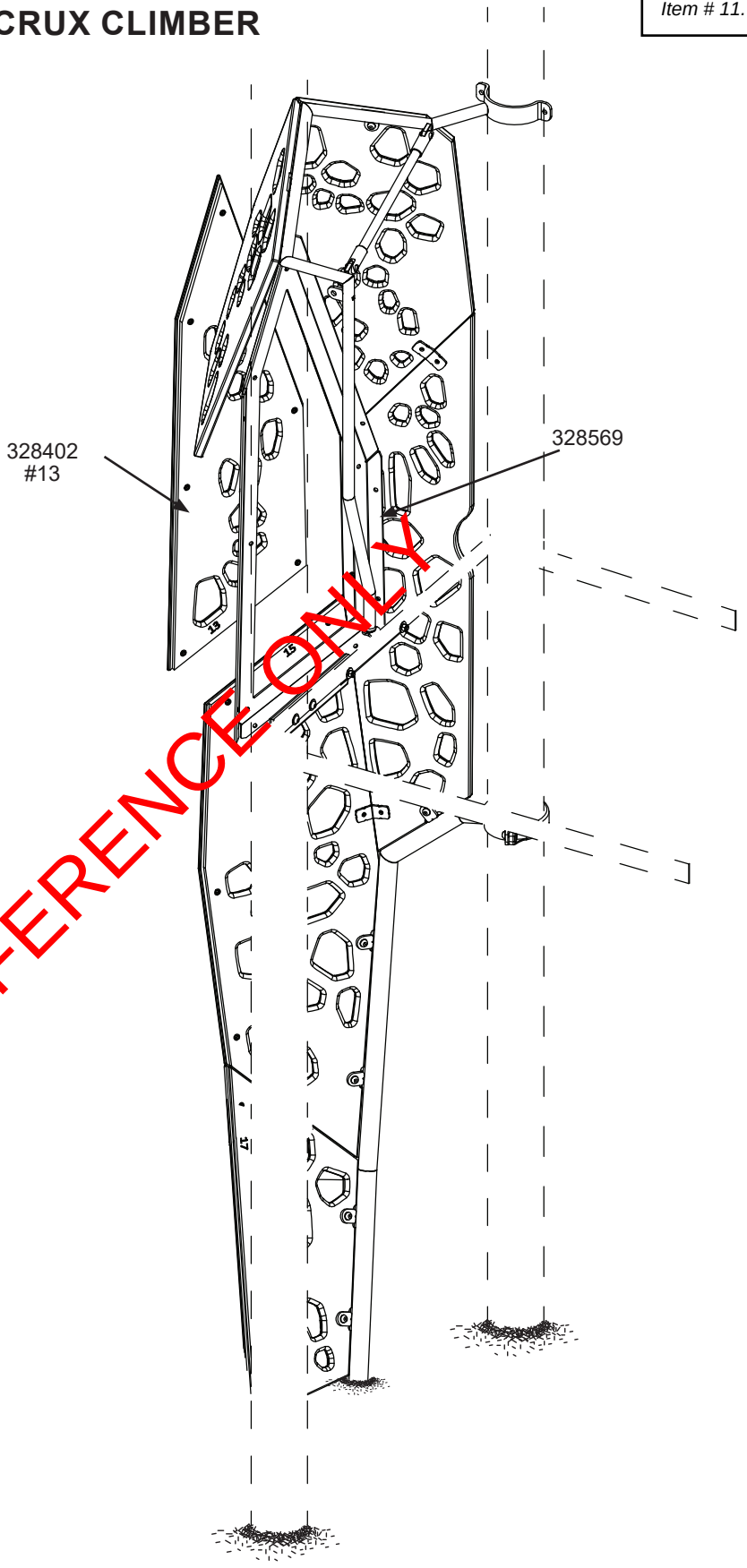
FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

80” CRUX CLIMBER

DETAIL ANGLE CONN.



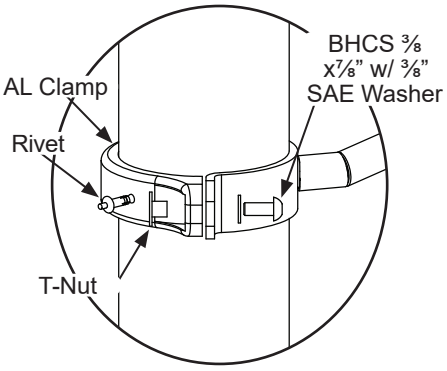


FOR REFERENCE ONLY

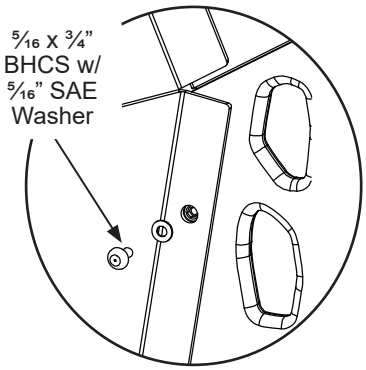
© 2024 By Landscape Structures. All rights reserved.

80” CRUX CLIMBER

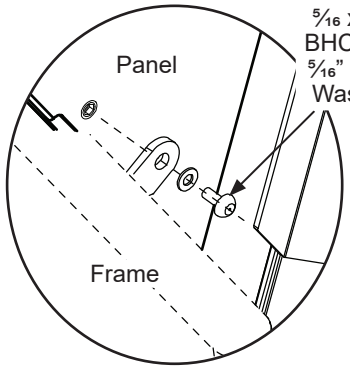
DETAIL CRUX CLAMP CONN.

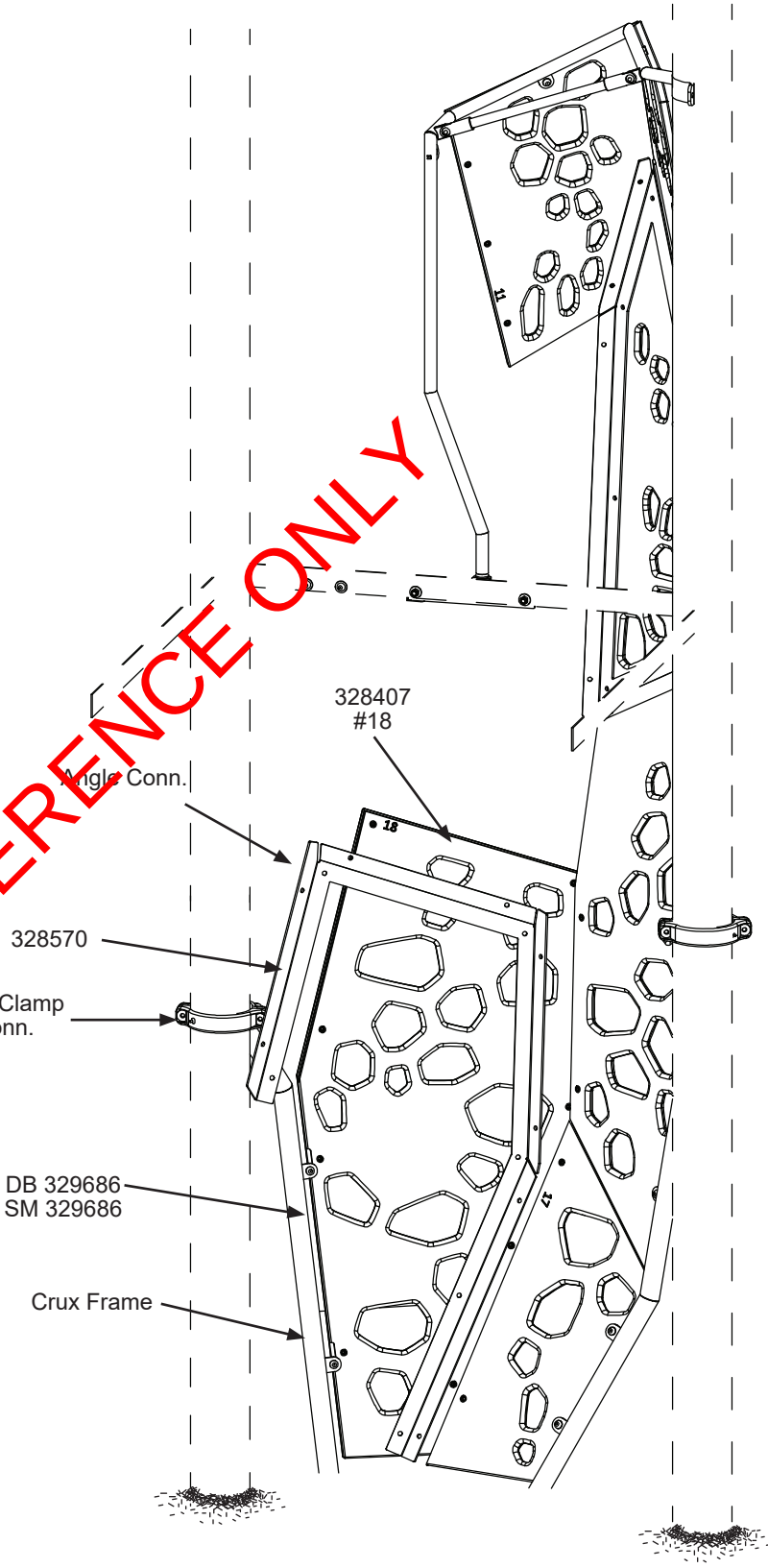


DETAIL ANGLE CONN.



DETAIL CRUX FRAME



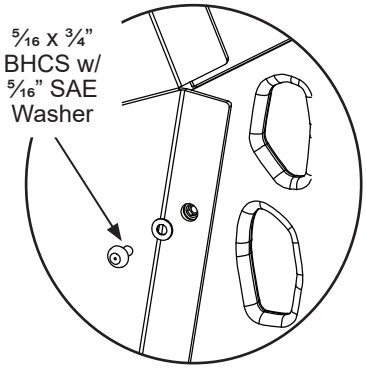


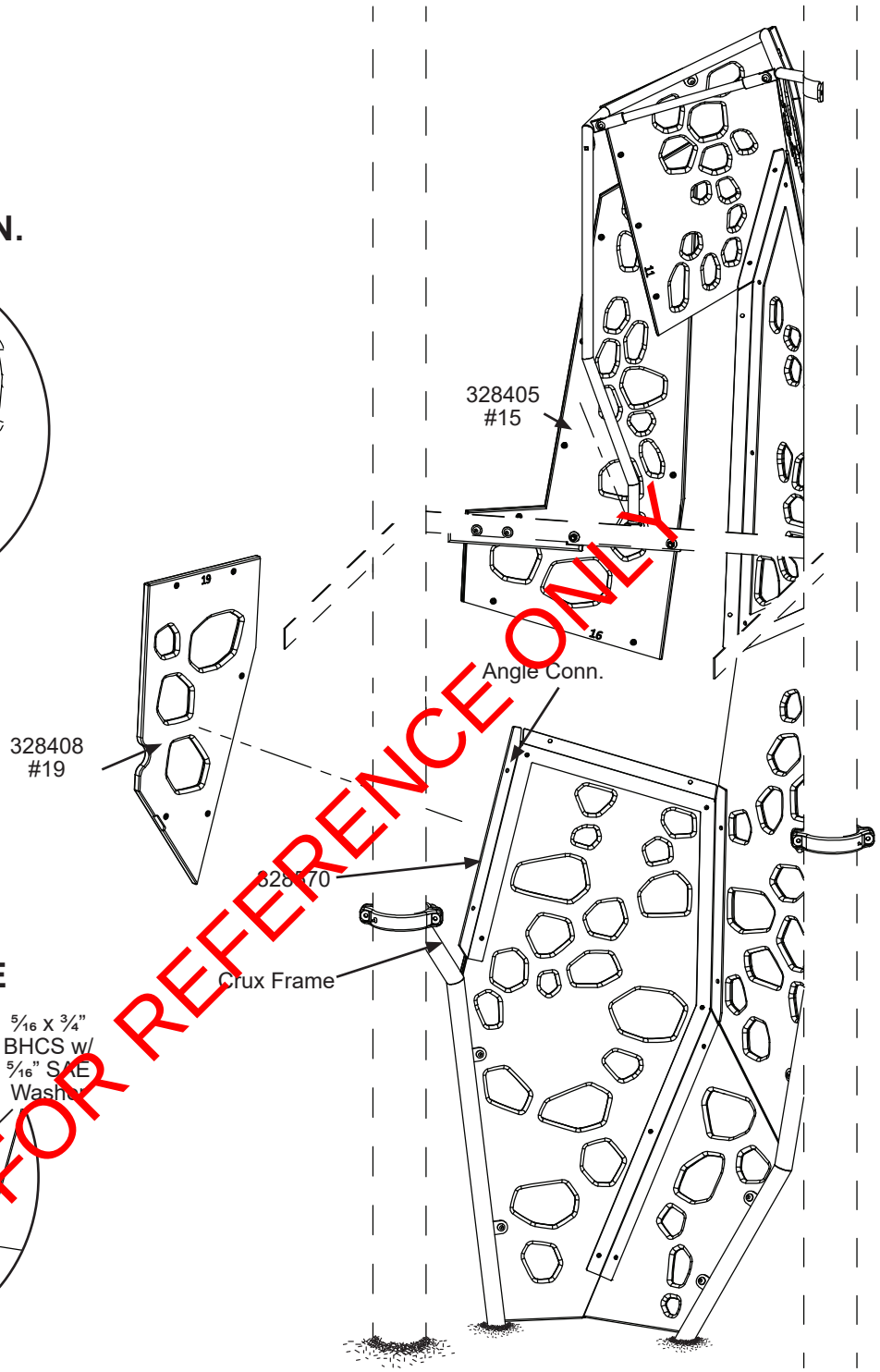
FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

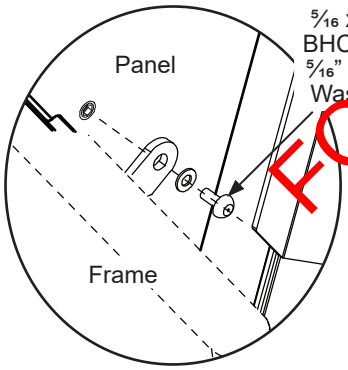
80” CRUX CLIMBER

DETAIL ANGLE CONN.





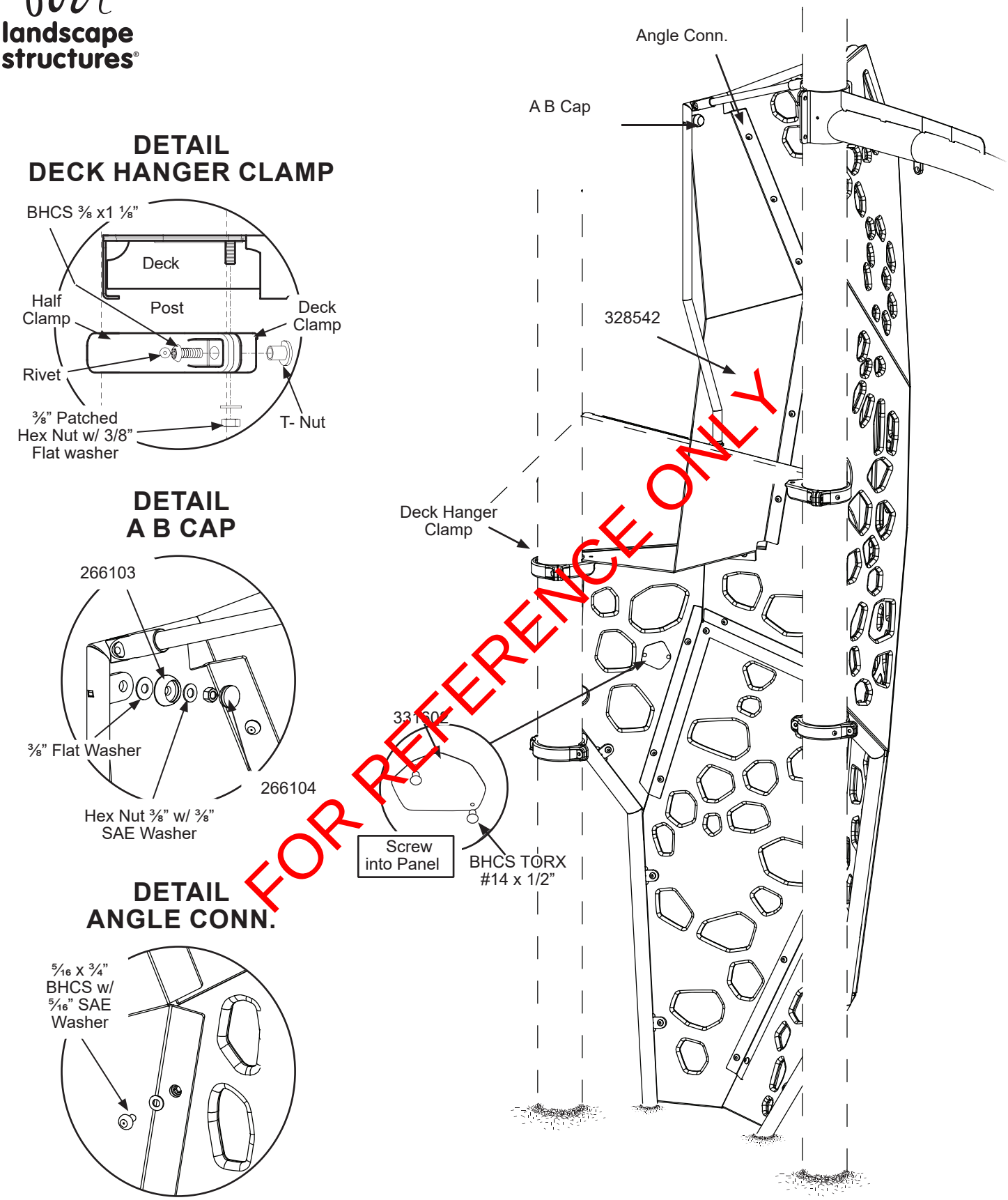
DETAIL CRUX FRAME



FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

80” CRUX CLIMBER



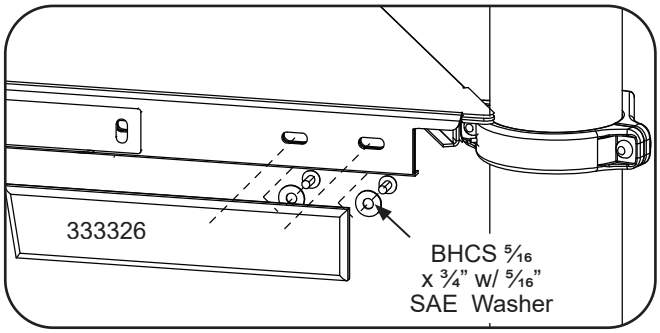
DETAIL DECK HANGER CLAMP

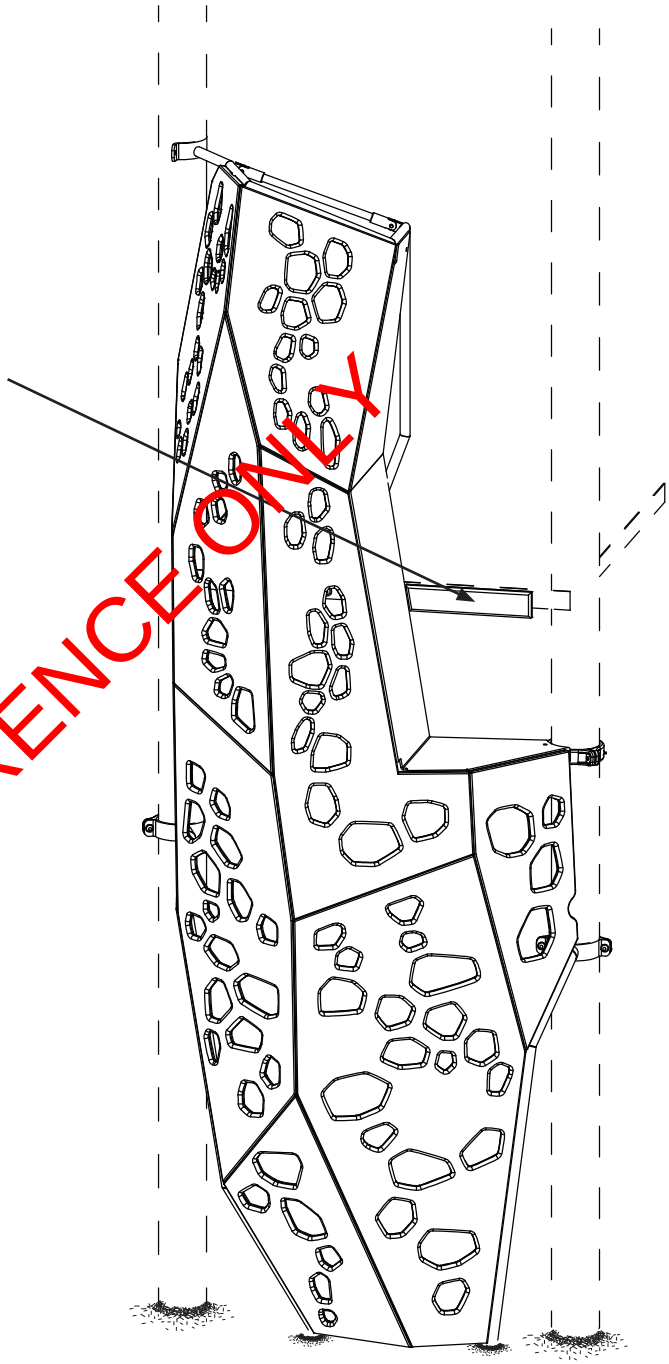
DETAIL A B CAP

DETAIL ANGLE CONN.

© 2024 By Landscape Structures. All rights reserved.

DETAIL
DECK CRUX CONNECTION

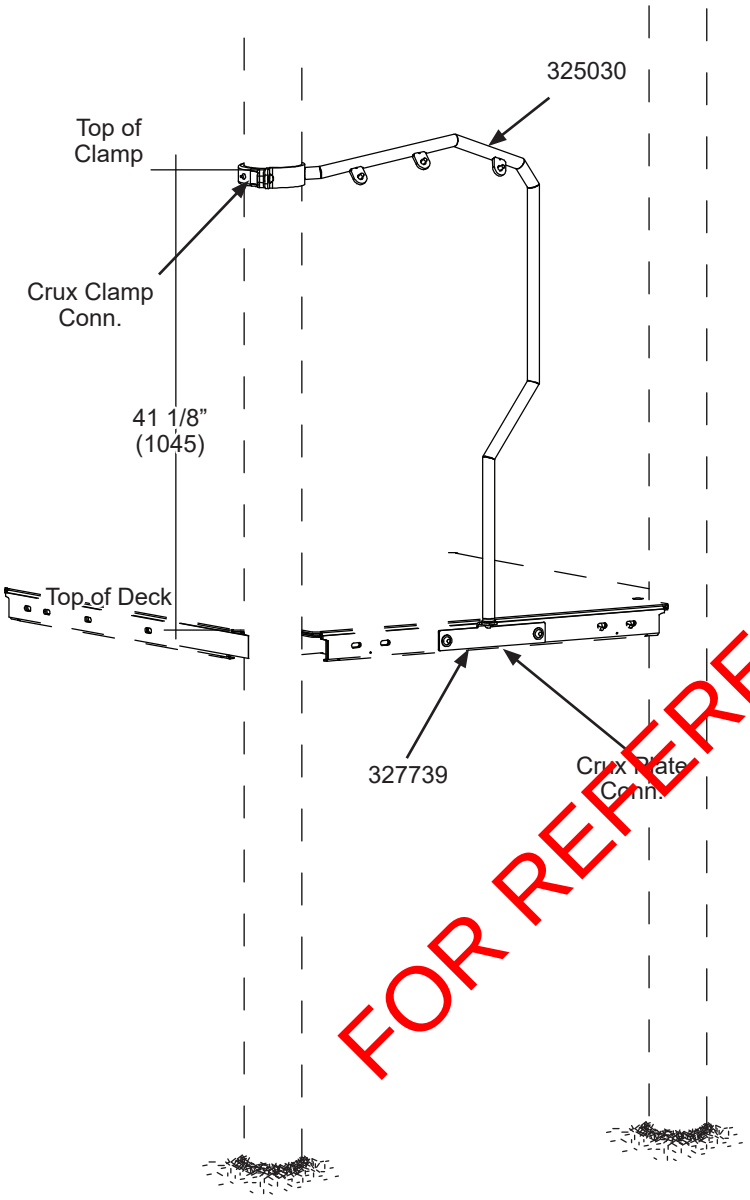




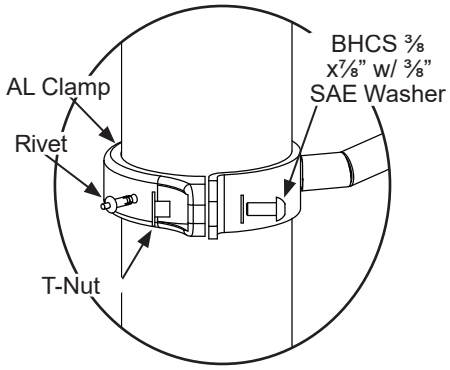
FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

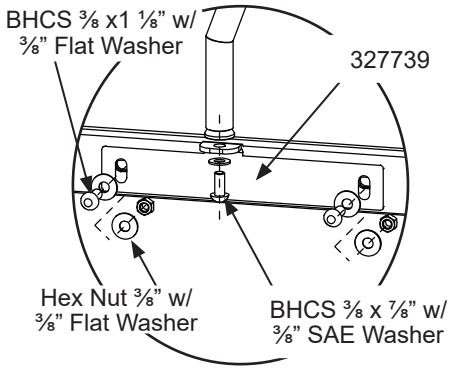
48” CRUX CLIMBER



DETAIL CRUX CLAMP CONN.



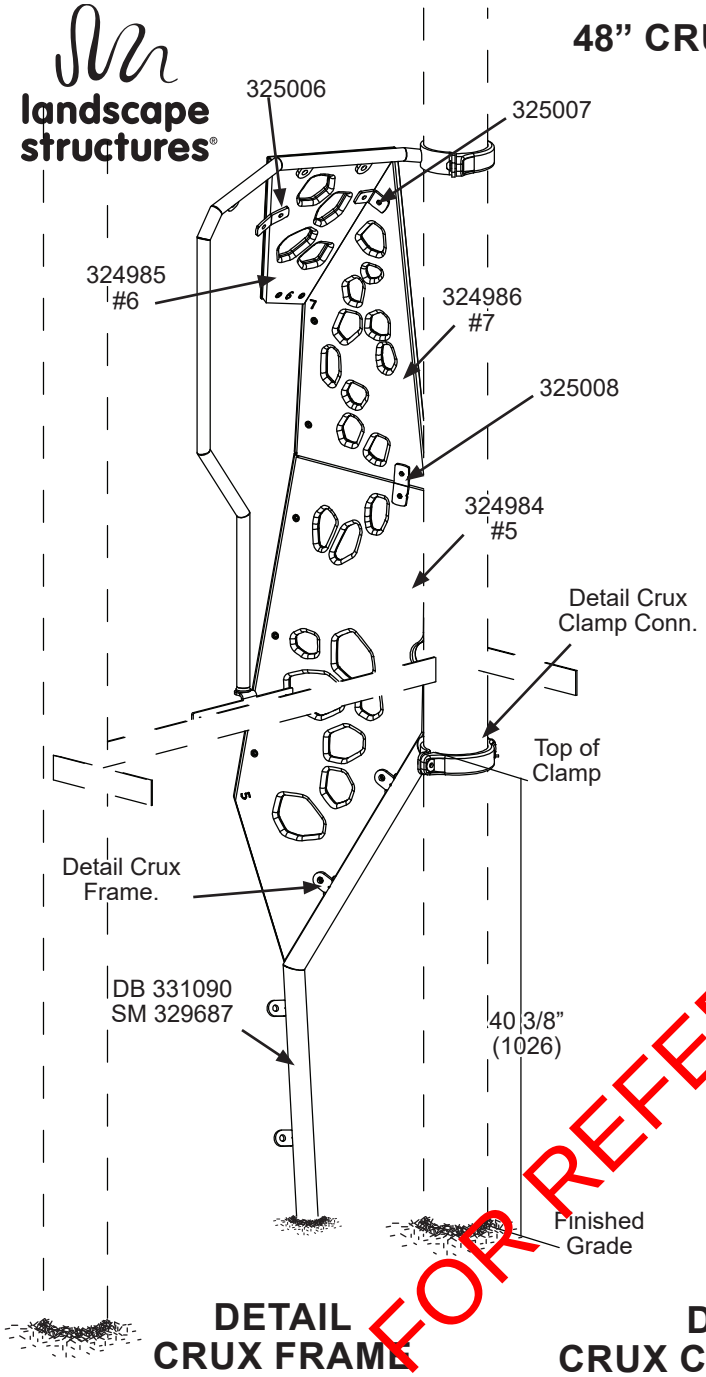
DETAIL CRUX PLATE



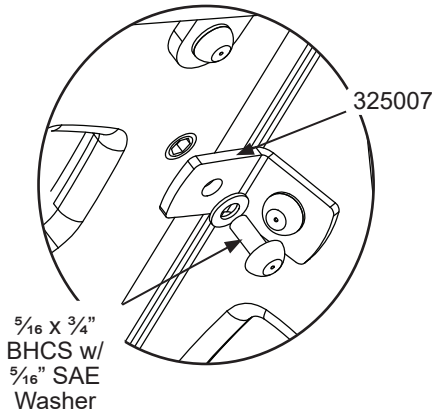
FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

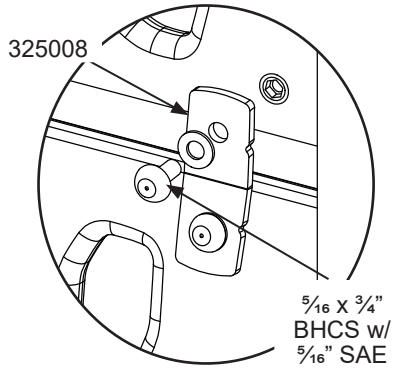
48” CRUX CLIMBER



DETAIL 325007

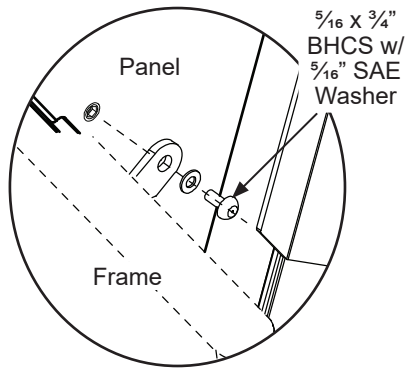


DETAIL 325008

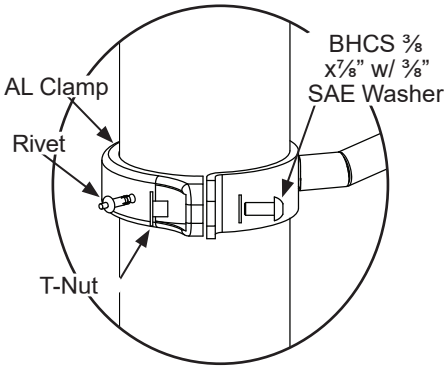


FOR REFERENCE ONLY

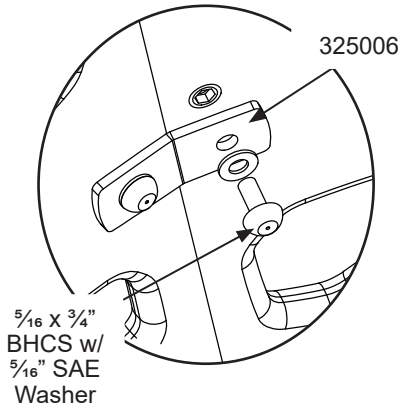
DETAIL CRUX FRAME



DETAIL CRUX CLAMP CONN.

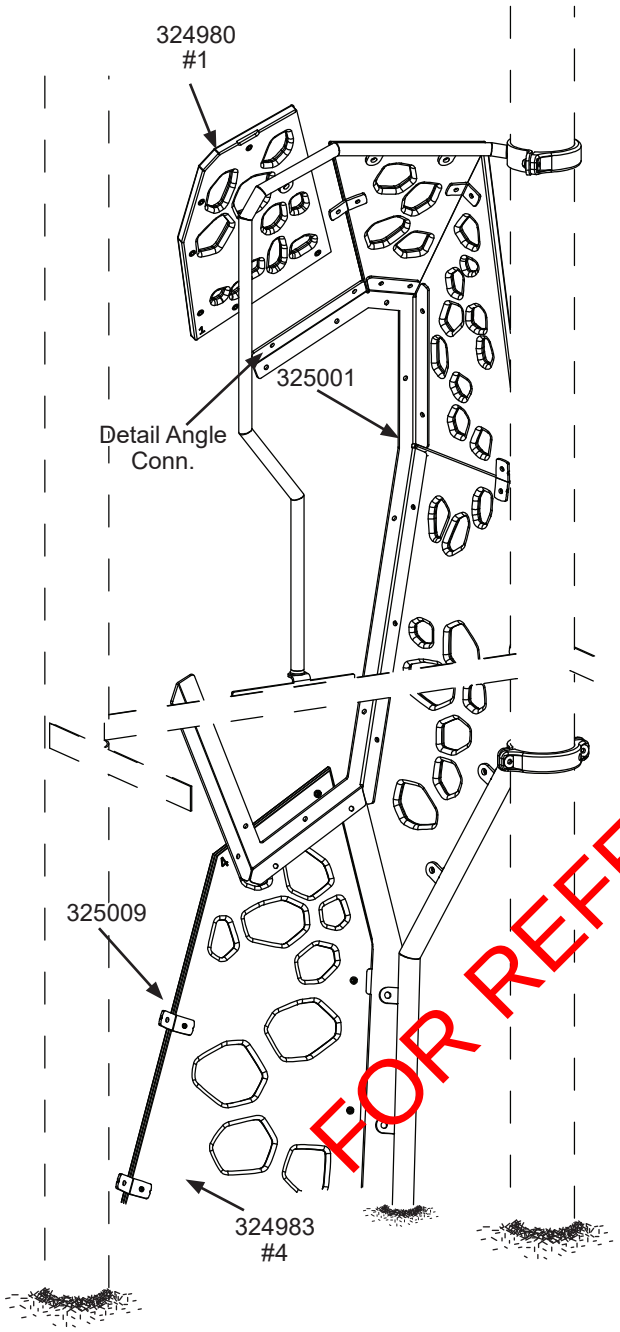


DETAIL 325006

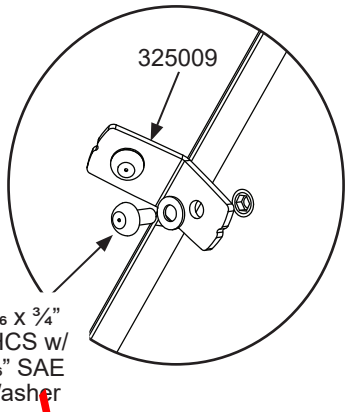


© 2024 By Landscape Structures. All rights reserved.

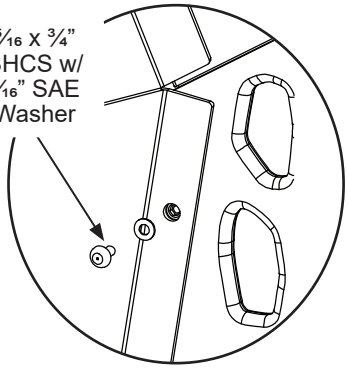
48” CRUX CLIMBER



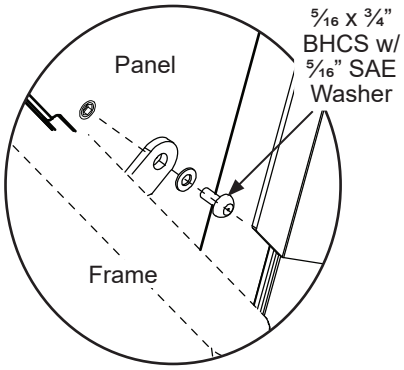
DETAIL 325009



DETAIL ANGLE CONN.



DETAIL CRUX FRAME

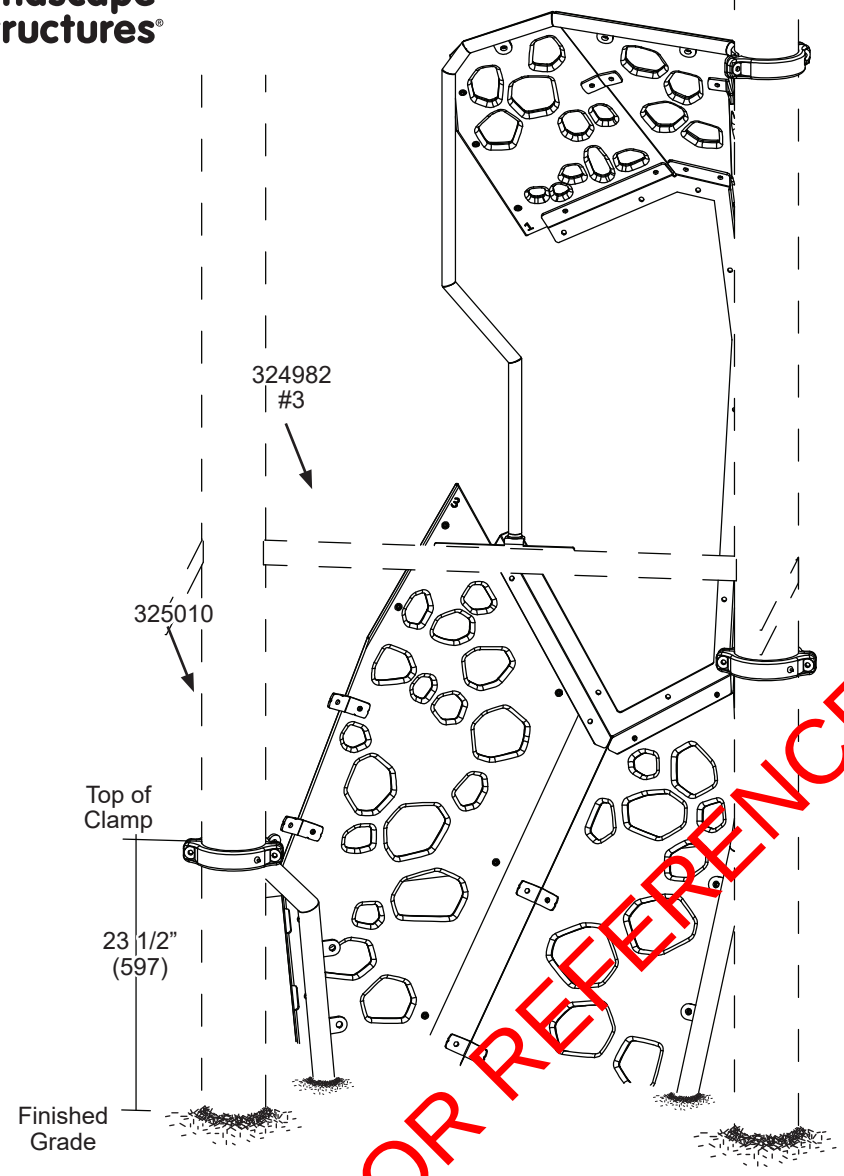


FOR REFERENCE ONLY

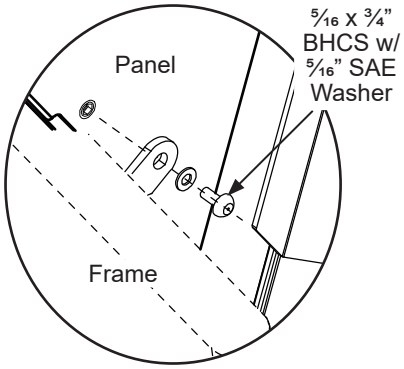
© 2024 By Landscape Structures. All rights reserved.

landscape structures®

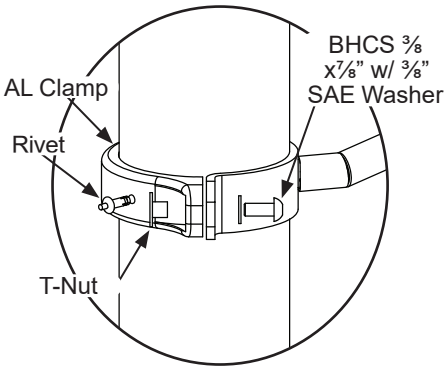
48” CRUX CLIMBER



DETAIL CRUX FRAME

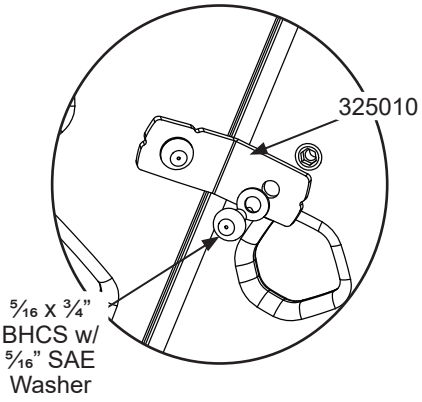


DETAIL CRUX CLAMP CONN.

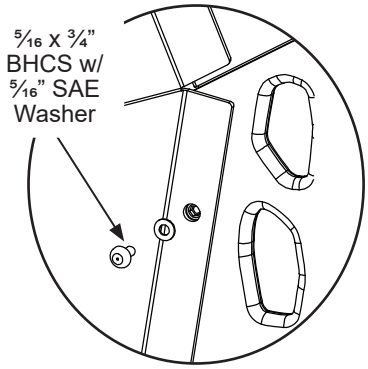


FOR REFERENCE ONLY

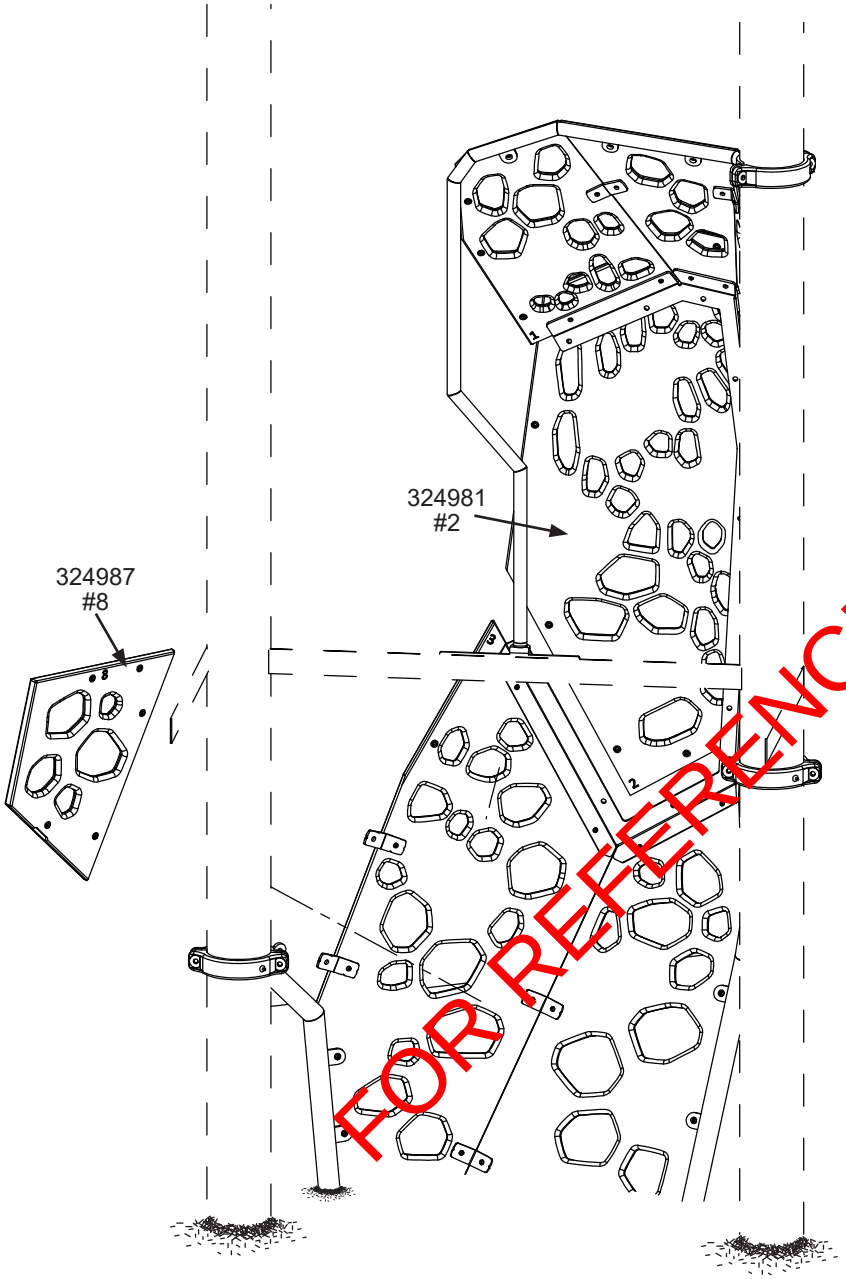
DETAIL 325010



DETAIL ANGLE CONN.

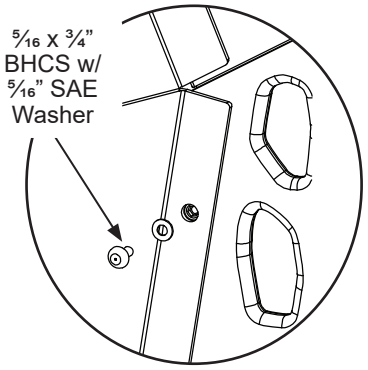


© 2024 By Landscape Structures. All rights reserved.

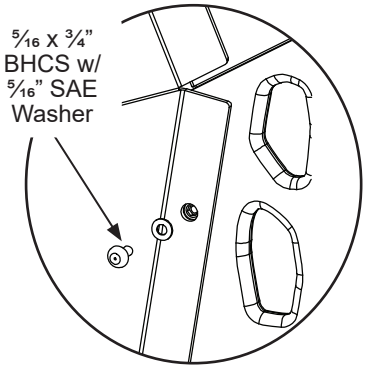


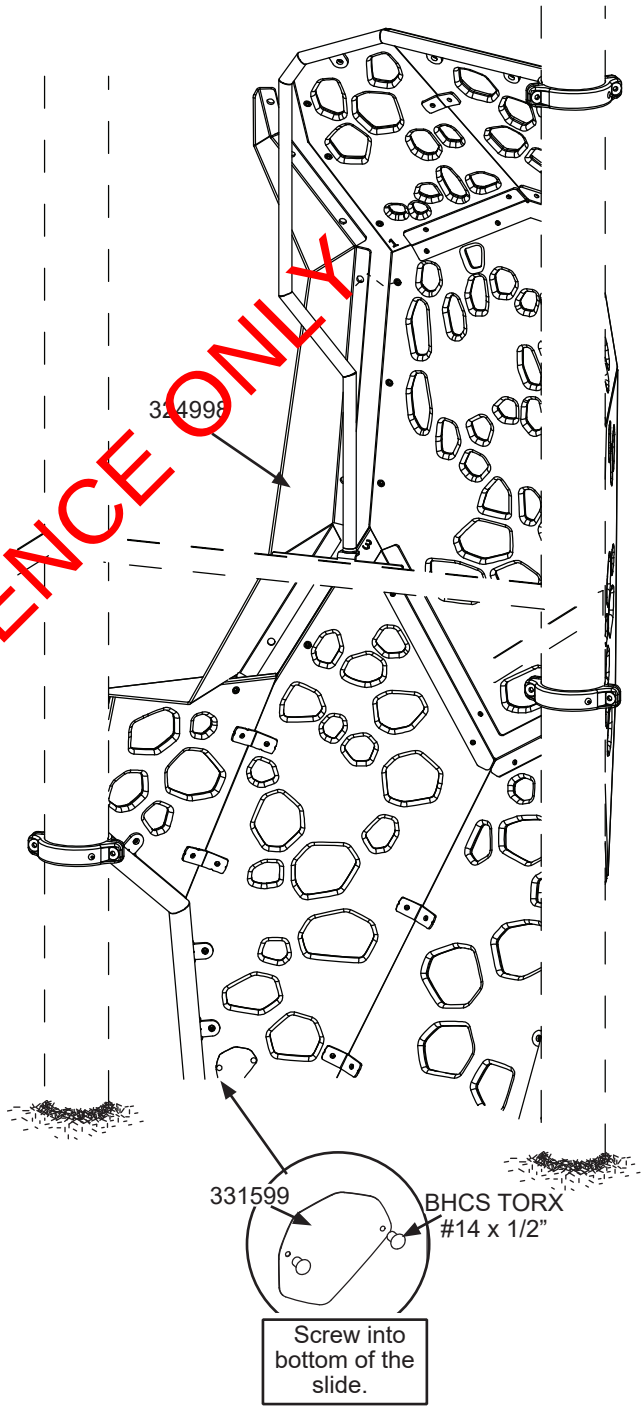
FOR REFERENCE ONLY

DETAIL ANGLE CONN.



© 2024 By Landscape Structures. All rights reserved.

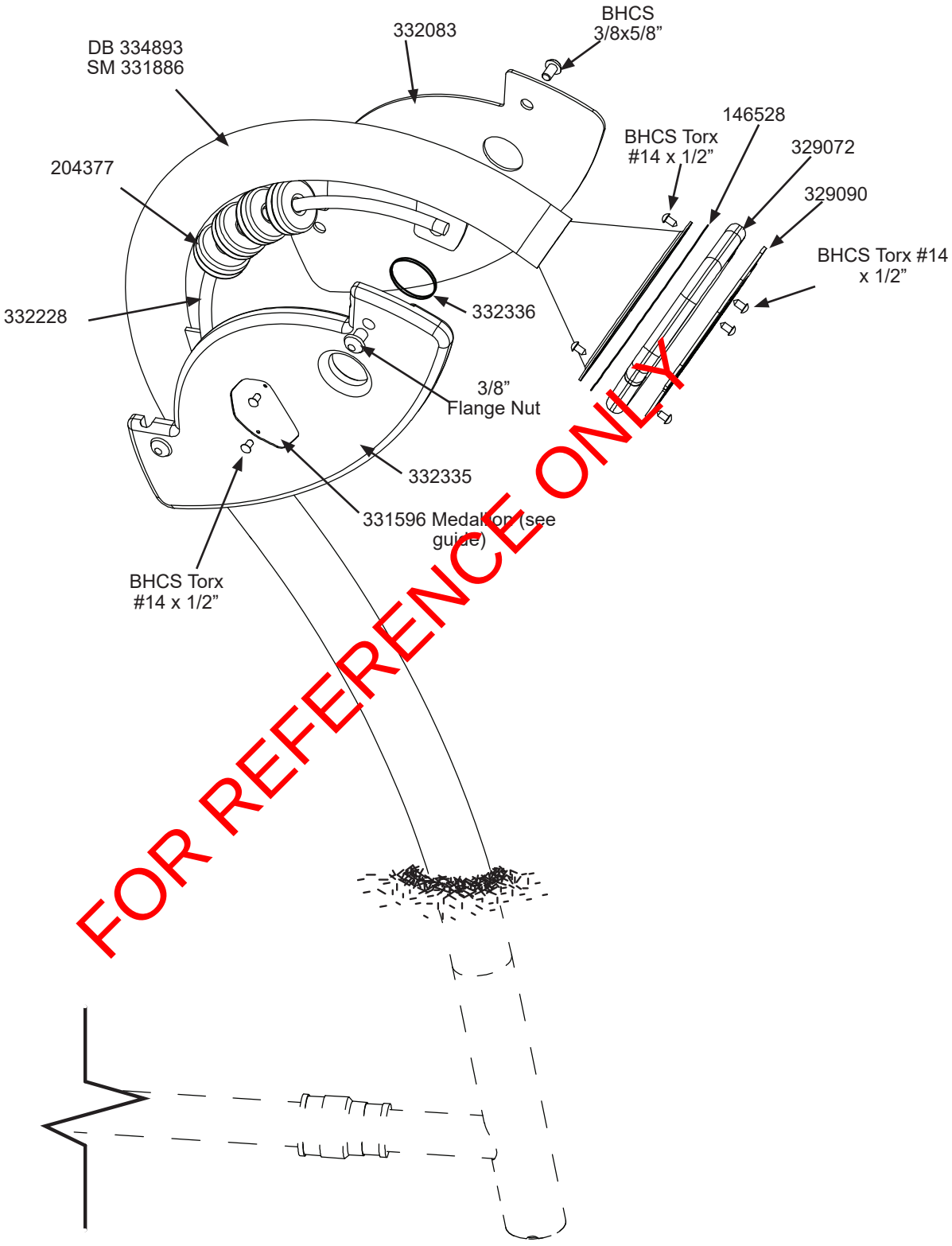




FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

TALK TUBE SIGN

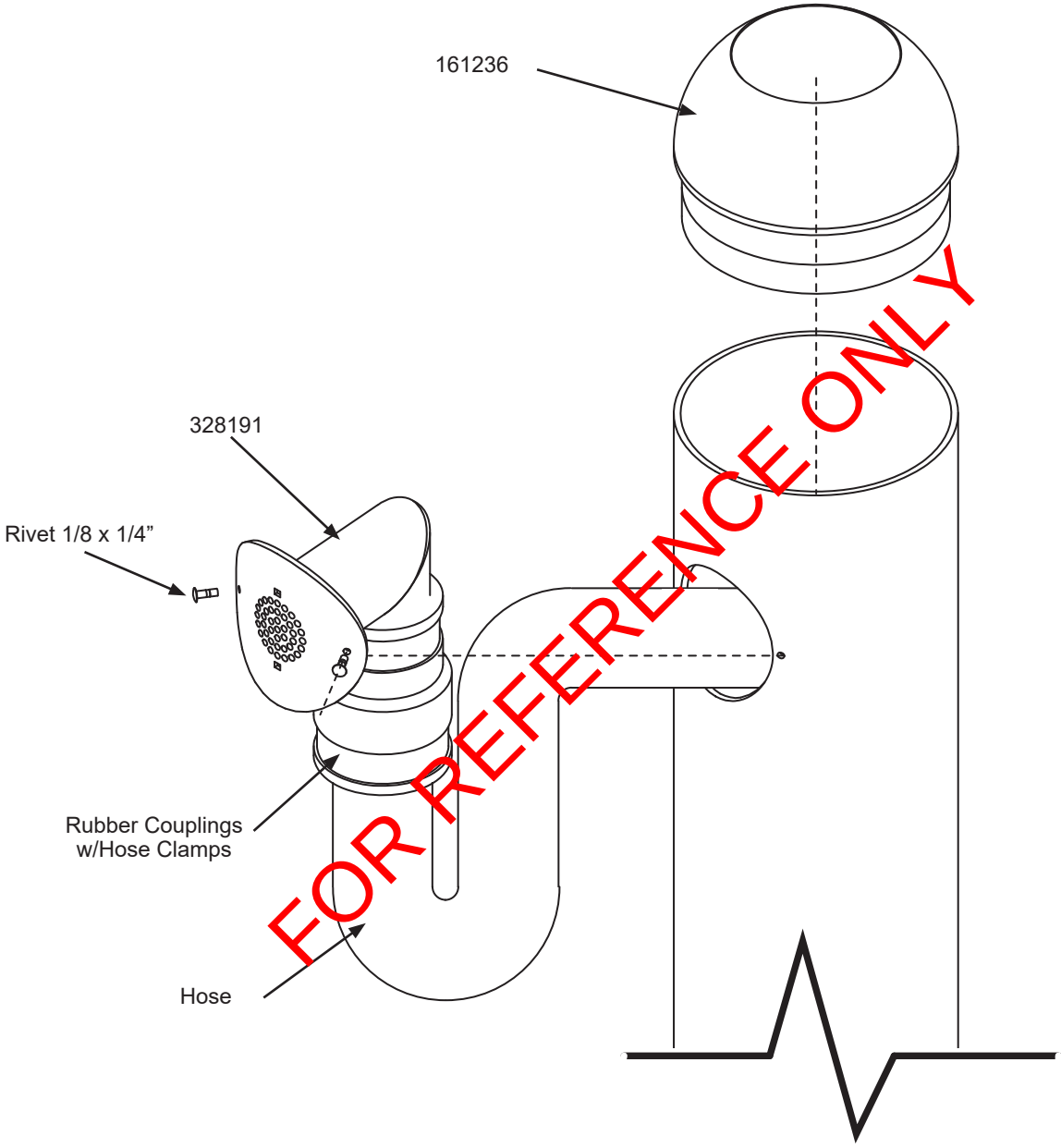


FOR REFERENCE ONLY

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185

© 2024 By Landscape Structures. All rights reserved.

TALK TUBE POST



FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

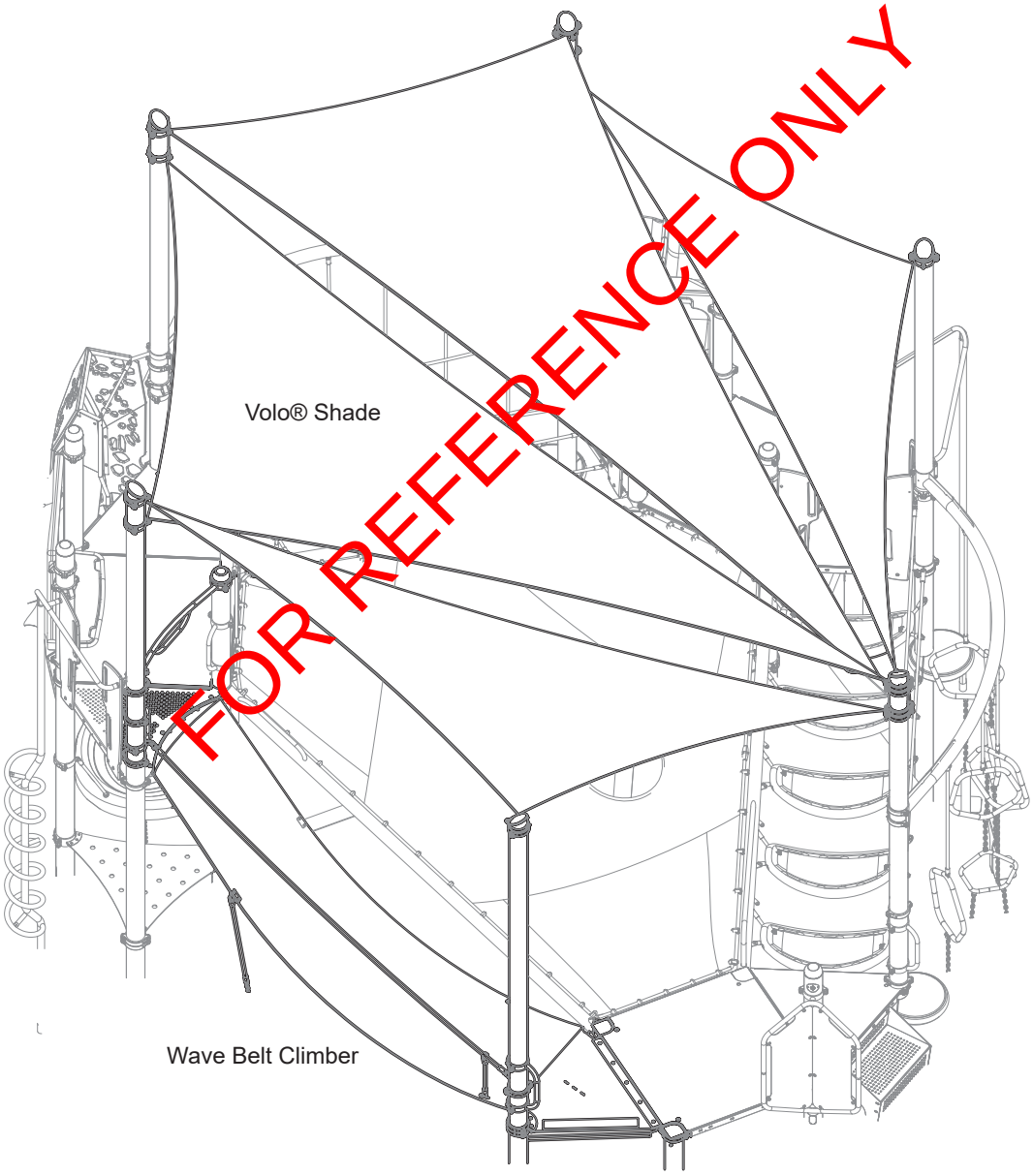
landscape structures®

FOR DIRECT BURY

POUR CONCRETE TO SECURE POST AND COMPONENTS. THE WAVE BELT CLIMBER AND SHADE (IF INCLUDED) MUST BE INSTALLED AFTER POSTS ARE SET IN CONCRETE. HOLE LOCATION A44 WILL BE SECURED AFTER THE WAVE BELT CLIMBER IS INSTALLED.

FOR SURFACE MOUNT

POST MUST BE ANCHORED IN PLACE BEFORE INSTALLING THE WAVE BELT CLIMBER. THE FOOTERS AT LOCATION A49 AND A50 WILL BE ANCHORED AFTER THE WAVE BELT CLIMBER IS SECURED.

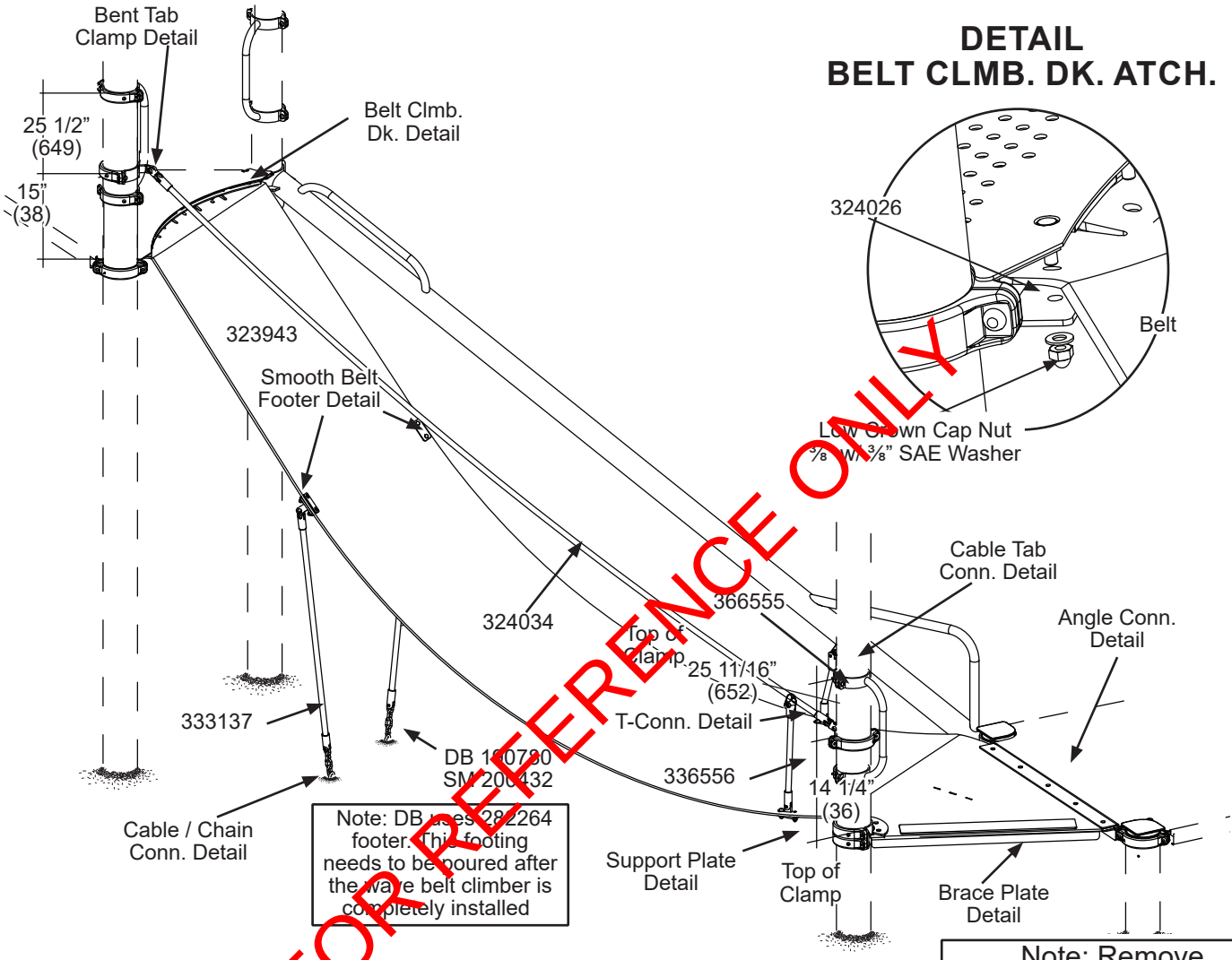


FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

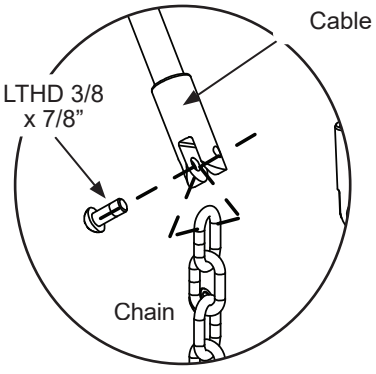
landscape structures®

WAVE BELT CLIMBER

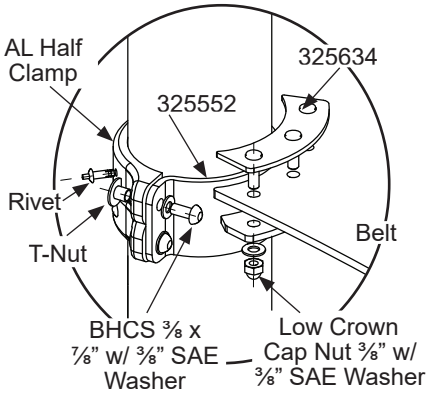


FOR REFERENCE ONLY

DETAIL CABLE / CHAIN CONN.



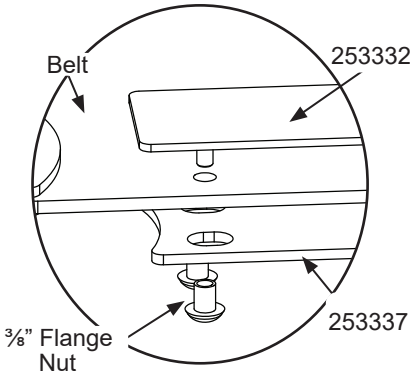
DETAIL PINCH PLATE CORNER



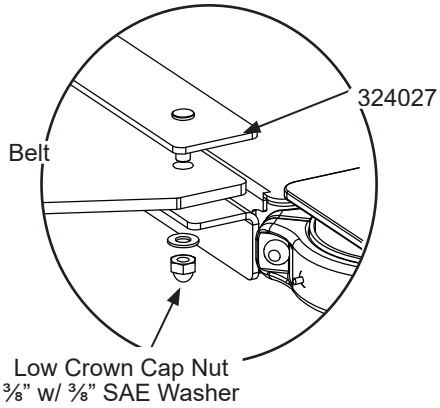
Cable #	Approx. Length
324034	131-5/8"
336556	14-15/16"
336555	10-7/8"
329875	117-7/16"
333137	40-7/8"

© 2024 By Landscape Structures. All rights reserved.

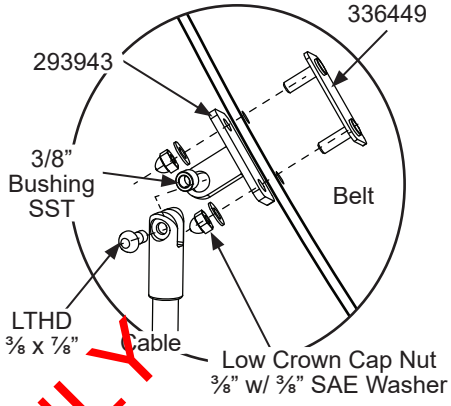
DETAIL BRACE PLATE



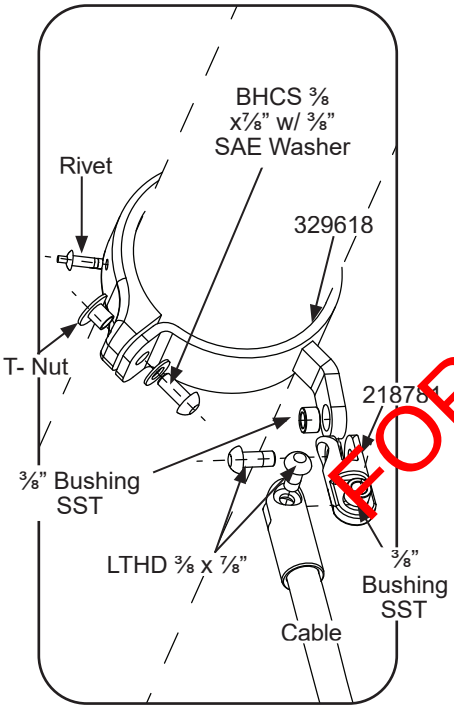
DETAIL ANGLE CONN.



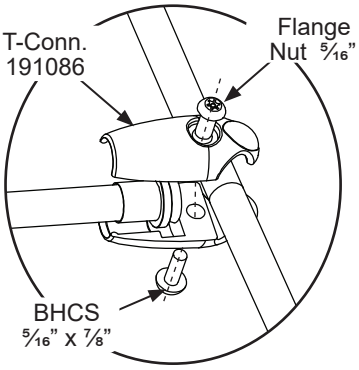
DETAIL SMOOTH BELT FTR.



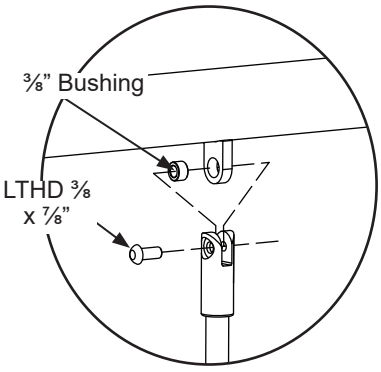
DETAIL BENT TAB CLAMP



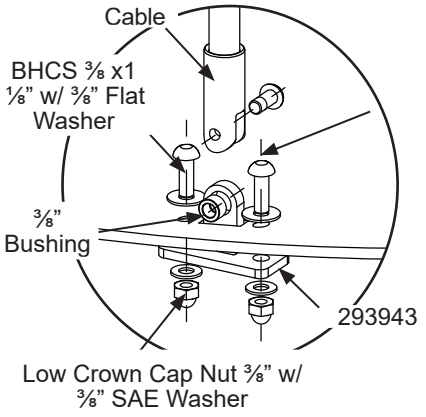
DETAIL T-CONN.



DETAIL CABLE TAB CONN.



DETAIL SUPPORT PLATE



FOR REFERENCE ONLY

© 2024 By Landscape Structures. All rights reserved.

landscape structures®

Smart Play ® 323659 V

Parts List

Number	Product Name	QTY. SM	QTY. DB
324080	16.75i RUNG TUBE	7	7
325634	16i BELT CLAMP 2 PVC	1	1
324027	16i BELT CLAMP PVC	1	1
324029	16i BELT MOUNTING BRACKET	1	1
144696	1-STEP PVC	1	1
323727	33.375i RUNG TUBE W/CENTER TAB	1	1
326166	60i TALK TUBE POST SM	1	0
324026	80i BELT CLAMP	1	1
336555	80i BELT CLIMBER BEAM ROPE	1	1
333740	80i BELT CLIMBER DECK PVC	1	1
336556	80i BELT CLIMBER POST ROPE	1	1
324034	80i BELT CLIMBER ROPE	1	1
323943	80i CLIMBER BELT	1	1
333137	80i CLIMBER BELT ROPE	2	2
336449	80i CLIMBER BELT TOP PLATE PVC	2	2
335983	80i CLIMBER POST INSTALL BRACKET	1	1
325552	80i POST BELT CLAMP	1	1
329920	92i TALK TUBE POST DB	0	1
273409	ALPINE SLIDE EXIT SUPPORT 72i PB SM	1	0
264338	ALPINE SLIDE EXIT SUPPORT DB	0	1
264335	ALPINE SLIDE LOWER	1	1
273410	ALPINE SLIDE MID SUPPORT 72i PB SM	1	0
264339	ALPINE SLIDE MID SUPPORT DB	0	1
264337	ALPINE SLIDE UPPER 96i PB	1	1
324731	BELT CLAMP PLATE PVC	3	3
324730	BELT POST CLAMP	3	3
326037	BELT SUPPORT	2	2
326039	BELT TRI DECK	2	2
326114	BELT TRI DECK 2	1	1
253337	BELTING MENDING PLATE PVC	1	1
192748	Cable Ball Knot Half	12	12
161236	CAP POST LOGO PNT (POST)	1	1
108592	CAP STD FLSH MNT POST PVC	3	3
154460	CLIMB ACROSS POD	5	5
324898	CLIMBING PUCK	5	5
325437	CLIMBING PUCK MOUNTING PLATE	5	5
325428	CLIMBING PUCK ROPE CASTING	10	10
106022	CLMP DK HGR	20	20
105327	CLMP HALF 5i AL	102	102
113729	CLMP OFFSET 5i RAIL HGR	17	17
328477	CORKSCREW 80iDK 2iSM PNT	1	0
334437	CORKSCREW 80iDK/DB PNT	0	1
323801	CROSS POD PLT PNT	6	6
325044	CROSS POD ROTO	6	6
332536	Crux 48i Climber Perm Bumper	1	1
331084	Crux 48i Climber Tube Weld Stl 1 DB	0	1
331085	Crux 48i Climber Tube Weld Stl 2 DB	0	1
325001	Crux 48in Climber Corner Stl 1	1	1
324998	Crux 48in Climber Entrance Stl PVC	1	1
324980	Crux 48in Climber Panel 1	1	1
324981	Crux 48in Climber Panel 2	1	1
324982	Crux 48in Climber Panel 3	1	1
324983	Crux 48in Climber Panel 4	1	1
324984	Crux 48in Climber Panel 5	1	1
324985	Crux 48in Climber Panel 6	1	1
324986	Crux 48in Climber Panel 7	1	1
324987	Crux 48in Climber Panel 8	1	1
325028	Crux 48in Climber Tube Stl 1 SM	1	0
325029	Crux 48in Climber Tube Stl 2 SM	1	0
325030	Crux 48in Climber Tube Stl 3	1	1
328569	Crux 80i Climber Bracing Stl 1	1	1
328570	Crux 80i Climber Bracing Stl 2	1	1
328542	Crux 80i Climber Entrance Stl PVC	1	1
328400	Crux 80i Climber Panel 1	1	1
328401	Crux 80i Climber Panel 2	1	1
328402	Crux 80i Climber Panel 3	1	1
328403	Crux 80i Climber Panel 4	1	1
328404	Crux 80i Climber Panel 5	1	1
328405	Crux 80i Climber Panel 6	1	1
328406	Crux 80i Climber Panel 7	1	1
328407	Crux 80i Climber Panel 8	1	1
328408	Crux 80i Climber Panel 9	1	1
333326	Crux 80i Climber Perm Bumper	1	1
331088	Crux 80i Climber Tube Weld Stl 1 DB	0	1
331090	Crux 80i Climber Tube Weld Stl 2 DB	0	1
329099	Crux 80i Rope Hold	1	1
329686	Crux 80in Climber Tube Weld Stl 1 SM	1	0
329687	Crux 80in Climber Tube Weld Stl 2 SM	1	0
329688	Crux 80in Climber Tube Weld Stl 3	1	1
165338	CUST CHN 1/4i P70 6-3/4i	2	0
184271	CUST FTR SM PNT	22	0
130716	DBL POLY WAVE SLD 48/56	1	1
171211	DK TO BRDG CONN WELDT	2	2
325740	ENTRANCE HANDHOLD FRAME	1	1
156806	EVOS POST POD CASTING PNT	6	6
147958	FIREPOLE 48iDK DB PNT	0	1
147964	FIREPOLE 48iDK SM PNT	1	0
302950	FLEXMESH CAST HOOK COVER	50	50
334893	GOOSE NECK TALK TB SM	1	0
332335	GOOSE NECK TALK TB PERM	1	1
327467	GRAB BAR W/5i CLAMPS PNT	6	6
131987	HOOD DBL SLD 34i X 37i	2	2
324032	INCLINED CURVED RUNG LADDER BEAM	1	1
324023	INCLINED CURVED SWIGGLE STIX BEAM	1	1
324587	LARGE LOOP	3	3
324288	LOOP CLIMBER BEAM	1	1
334114	LOOP CLIMBER CHAIN PVC	2	2
324289	LOOP CLIMBER ROPE 1	2	2
324290	LOOP CLIMBER ROPE 2	1	1
324291	LOOP CLIMBER ROPE 3	1	1
324292	LOOP CLIMBER ROPE 4	1	1
326272	LOWER BELT CLAMP 1 PVC	2	2
326275	LOWER BELT CLAMP 2 PVC	1	1
335881	LOWER BELT CROSS BOTTOM CLAMP PVC	1	1
335872	LOWER BELT CROSS CLAMP PVC	1	1
326112	LOWER BELT POST CLAMP	4	4
326127	LOWER BELT POST CLAMP 2	1	1
326269	LOWER POST BELT CLAMP PVC	4	4
323654	LSI FLEXX BEAM 1	1	1
323655	LSI FLEXX BEAM 2	1	1
323656	LSI FLEXX BEAM 3	1	1
323664	LSI FLEXX DECK PLATE	3	3
207750	MAGNET HOLDER ASM	4	4
332228	MAGNET ROD 11.625i R	1	1
332336	MAGNIFYING LENS	1	1
324586	MEDIUM LOOP	1	1
327091	MEDIUM LOOP 2	1	1
116917	MID SPRT 54i DB	0	1
116908	MID SPRT 64i DB	0	1
134567	MID SUPT 19-1/4i SM	1	0
134565	MID SUPT 29i SM	1	0
327187	MODIFIED ROPE CLAMP PNT	2	2
327343	NET CLAMP WITH BENT TAB PNT	2	2
324906	OODLE HANGOUT ROPE	4	4
172045	OODLE SWING BUMPER	2	2
282264	OODLE SWING FOOTER PLATE PNT	0	6
193982	OODLE SWING SEAT	1	1
100583	PBOLT 40-7/16i AL PNT	2	2
328290	PENTAGON SLIDER	3	3
327388	PERIMETER CABLE 203i	1	1
177932	POD BOLT PLATE	5	5
107447	POST FLSH 17-3/8i STL SM	3	0
107492	POST FLSH 49-3/8i STL DB	0	3
107525	POST W/CAP PB 124i STL DB	0	8
107484	POST W/CAP PB 126i STL SM	2	0
112369	POST W/CAP PB 134i STL SM	4	0
142125	POST W/CAP PB 156i STL DB	0	2
124091	POST W/CAP PB 164i STL DB	0	4

FOR REFERENCE ONLY

107472	POST W/CAP PB 92i STL SM	8	0
161898	PROPRIETARY NET CLMP	8	8
329618	ROPE CLAMP WITH BENT TAB	6	6
218781	ROPE SWIVEL TAB	8	8
154461	ROTO POST E-POD	6	6
293943	RPL ROPE CONN PL PNT	4	4
173611	RUBBER RDCR CPLG W/2CLMPS	2	2
324190	RUNG LADDER ROPE #1	1	1
324191	RUNG LADDER ROPE #2	1	1
324192	RUNG LADDER ROPE #3	1	1
324193	RUNG LADDER ROPE #4	1	1
324195	RUNG LADDER ROPE #5	1	1
324196	RUNG LADDER ROPE #6	1	1
324197	RUNG LADDER ROPE #7	1	1
325094	SADDLE ROPE	5	5
329321	SADDLE ROPE 2	5	5
329347	SADDLE ROPE 3	1	1
329875	SADDLE ROPE 4	2	2
326105	SADDLE ROTO POD	5	5
331886	SAY HELLO TO A FRIEND TALK TUBE	0	1
247871	SINGLE ROPE FOOTER HDG	0	10
325896	SLIDE DECK GRIPX	1	1
326169	SLIDE DECK KICK PLATE PNT	1	1
325689	SLIDE DECK PVC	1	1
324585	SMALL LOOP	1	1
327084	SMALL LOOP 2	1	1
331471	Smart Play BK Pod Net Asm	1	1
327784	SMART SHADE FIREPOLE HANDHOLD	4	4
327782	SMART SHADE STANDARD HANDHOLD	6	6
255135	SPARE PARTS KIT PB	1	1
324870	SPRT CROSS BAR OODLE HANGOUT	2	2
151013	SPRT DBL POLY SM 4-1/2i	2	0
150941	SPRT POLY SLD DB PNT ASM	0	2
181376	SPRT XFR SM STEP ANG PNT	1	0
181374	SPRT XFR STEP DB PNT	0	3
145656	SQ DECK PB	3	3
325265	STL HOOD CLAMP W/TAB 30 DEG	1	1
253332	STUD MENDING PLATE PVC	1	1
324239	SWIGGLE KNOTS ROPE #1	1	1
324240	SWIGGLE KNOTS ROPE #2	1	1
324241	SWIGGLE KNOTS ROPE #3	1	1
324242	SWIGGLE KNOTS ROPE #4	1	1
324243	SWIGGLE KNOTS ROPE #5	1	1
329072	TALK TUBE COVER DIGIFUSE PRM	1	1
328191	TALK TUBE RECEIVER	1	1
191086	T-CONNECTOR	30	30
145663	TRI DECK EXT	4	4
322278	TUBE RUNG CAP CAST	16	16
324733	UNDER BELT 1	1	1
324736	UNDER BELT 2	1	1
326116	UNDER BELT 3	1	1
327469	UPPER CROSSBAR WITH GRAB BAR PNT	1	1
326440	VERTICAL CABLE 37-1/2i ASM	2	2
334879	VOLO™ FLEXX NET	1	1
331599	BLUEJAY DGI	1	1
331602	EASTERN BLUEBIRD DGI	1	1
331603	NORTHERN CARDINAL DGI	1	1
331637	ROUTE AND BIRD FIND PANEL 1 DGI	1	1
331638	ROUTE AND BIRD FIND PANEL 2 DGI	1	1
329090	TALK TUBE DGI AL PL	1	1
332083	TALK TUBE MAGNET PANEL DGI	1	1
331604	AMERICAN GOLDFINCH DGI	1	1
331596	HUMMINGBIRD DGI	1	1
331598	KINGFISHER DGI	1	1
331600	LILAC BREASTED ROLLER DGI	1	1
200437	CHAIN 20i	0	3
200439	CHAIN 25i	0	2
200440	CHAIN 27.5i	0	1
200445	CHAIN 40i	0	2
200432	CHAIN 5i	10	0
179682	CHN 1/4i P70 13i	1	0
194074	CHN 1/4i P70 14i LG	2	1
198497	CHN 1/4i P70 17-5/16i LONG	1	2
190780	CHN 1/4i P70 18-9/16i	0	10
196890	CHN 1/4i P70 24-1/4i	2	0
196891	CHN 1/4i P70 25-1/2i	0	1
315792	CHN 1/4i P70 3i	1	0
136721	CHN 1/4i P70 9-1/4i	3	0
326126	.1875 BRACKET 120 DEG PNT	2	2
100292	BHCS 6L LTHD 3/8x1-1/4SST	54	54
237639	BHCS 6LP #10 x 1/2i SST W/O PATCH	39	39
162374	BHCS 6LP 1/4 X 3/4i SST	32	32
100171	BHCS 6LP 3/8x1-1/2iSSTPAT	12	12
100198	BHCS 6LP 3/8x1-1/8i SST	148	148
123224	BHCS 6LP 3/8x1-11/16i SST	7	7
113027	BHCS 6LP 3/8x1-3/8i SST	30	30
100199	BHCS 6LP 3/8x2-1/4i SST	3	3
100200	BHCS 6LP 3/8x3-1/2i SST	4	4
124460	BHCS 6LP 3/8x3-3/4i SST	6	6
100195	BHCS 6LP 3/8x5/8i SST	34	34
100196	BHCS 6LP 3/8x7/8i SST	247	247
223807	BHCS 6LP 5/16i -18 X 3/4i SST	168	168
132626	BHCS 6LP 5/16x7/8i SST	15	15
100201	BHCS 6LP 5/8x1-1/2i SST	1	1
100203	BHCS 6LP 5/8x2-1/4i SST	3	3
100290	BHCS 6LP LTHD 3/8x7/8iSST	80	80
157704	BHCS 6LP LTHD 7/16x2i SST	5	5
129671	BHCS TORX #14 x 1/2 SST	16	16
127463	BIT HEX TPP T27 (TORX)	2	2
266103	BOLT CAP BOT PART A CARBON	1	1
266104	BOLT CAP TOP PART B CARBON	1	1
136515	BOLT LINK SST	36	36
157234	BSHG .439i ID X 1.156 SST	5	5
111442	BUSH RUBBER #871	12	12
106962	BUSHING 5/8 OD X 1/2 LG SST	40	40
127179	BUSHING 5/8 OD X 3/8 LG SST	74	74
162729	CONN PLUG HALF ABS	10	10
327739	Crux 48i Deck Mount Bracket	2	2
325006	Crux 48in Climber Bracket Stl 1	1	1
325007	Crux 48in Climber Bracket Stl 2	1	1
325008	Crux 48in Climber Bracket Stl 3	1	1
325009	Crux 48in Climber Bracket Stl 4	2	2
325010	Crux 48in Climber Bracket Stl 5	2	2
328577	Crux 80i Climber Bracket Stl 1	1	1
328578	Crux 80i Climber Bracket Stl 2	1	1
176046	EXP ANCHOR 1/2x3-3/4i ZP	148	0
148686	FHCS 6LP 3/8x3/4i SST PAT	4	4
100353	FLG NUT 6LP 3/8-16 SST	44	44
175006	FLG NUT 6LP 5/16-18 SST	65	65
172311	HDW PB FLUSH PST CAP ATCH	3	3
336012	HDW PKG INSTALL BRACKET	1	1
100321	NUT HEX PATCH 3/8-16 SST	21	21
100322	NUT HEX STD 1/2-13 SST	148	0
100327	NUT HEX STD 3/8-16 SST	62	62
100349	NUT L/C CAP 3/8-16 SST	110	110
100351	NUT MOD-T 3/8-16 SST	218	218
100611	RIVET 1/4X3/8i DRV AS	3	3
100610	RIVET 1/4X5/8i Drive AS	108	108
100605	RIVET 1/8X1/4i BLIND AA	6	6
323145	RUNG ROPE CLAMP CAST	18	18
326679	SADDLE ROPE CLAMP PLATE	10	10
146528	SCREEN BUG TALK TUBE	1	1
178586	SPACER 1.315 OD 1-5/8 AL	5	5
334488	SPACER SST 1.315iOD X 3/8i LG PNT	2	2
188102	T25 TORX BIT ANTI THEFT	2	2
148081	THD ROD 3/8X4 1/2 SST	2	2
279062	THD ROD 3/8x4-3/4 SST PAT	2	2
132443	TUBE 1-3/8ODX1-11/16 PNT	4	4
113468	TUBE 7/8iOD X 1-11/16i AL/PNT	14	14
173612	TUBE PLAST 1.500ID	50	50
100363	WASHER FLAT 1/2i SST	148	0
100362	WASHER FLAT 3/8i SST	154	154

FOR REFERENCE ONLY

100365	WASHER FLAT SAE 3/8i SST	423 .. 423
223956	WASHER FLAT SAE 5/16i SST	114 .. 114
129500	WASHER FLAT SAE 5/8i SST	1 1
332593	WASHER SAE #10 SST	24 24

Specifications

Installation Time: DB - 96 Hours

SM - 96 Hours

Concrete Req.: DB - 73 Cubic Feet

Weight: DB - 5570 lbs

SM - 5305 lbs

Fall Height: DB - 88" (2, 24 m)

:

Ball Knot: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Bug Screen: Weave .011 (0,28 mm) Ga. charcoal fiberglass screen.

Bumper: Molded from U.V. stabilized black EPDM rubber encapsulating 11 GA (.120") (3,04 mm) HRPO steel sheet.

Cable Assy.: (Cable) Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core. (Cable Connectors) 6063-T6 aluminum.

Net: Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core, color specified. Connector fabricated from 1.250" O.D. 6063-T6 aluminum.

Chain: Steel 1/4" (6,35 mm) straight link chain, 3,150 lb (1428,82 kilograms). working load limit. Finish: ProGuard.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Corkscrew: Weldment comprised of 1.900" (48,26 mm) O.D. RS-20 (.090"-.100") (2,28 mm-2,54 mm) galvanized steel tubing, and 1.315" (33,40 mm) O.D. RS-20 (.080"-.090") (2,03 mm-2,28 mm) galvanized steel tubing. Finish: ProShield, color specified.

Cable: Made from 1/4" (6,35 mm) 7-19 galvanized steel cable and fastened with galvanized steel cable clamp.

Magnet Rod: 1/2" (12,7 mm) diameter stainless steel.

Exit Support: Weldment comprised of 2.375" (60,33 mm) O.D. RS-20 (.095" - .105") (2,41 mm x 2,66 mm) galvanized steel tubing and 1/4" x 3" (6,35 mm x 76 mm) mounting plate. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Firepole: Weldment comprised of 1.900" (48,26 mm) O.D. RS-20 (.090"-.100") (2,28 mm-2,54 mm) galvanized steel tubing, and 1.315" (33,40 mm) O.D. RS-20 (.080"-.090") (2,03 mm-2,28 mm) galvanized steel tubing. Finish: ProShield, color specified.

Handhold Panel: Recycled Permalene, color specified.

Panels: Recycled Permalene, color specified.

Magnet Holder: Comprised of aluminum housing with ceramic magnet.

Net Clamp: Weldment comprised of 1/4" x 1 3/4" (6,35 mm x 44,45 mm) HRPO flat steel and .375" (9,53 mm) stainless steel sheet. Finish: ProShield, color specified.

Net Face Plate: Fabricated from 1/4" (6,35 mm) HRPO sheet steel. Finish: ProShield, color specified.

Swing Seat Brkt: Weldment comprised of 1.66" (42,16 mm) O.D. RS-40 (.108" - .132") (2,74 mm-3,35 mm) wall galvanized steel tube, 1.000" (25,4 mm) O.D. x .750" (19,05 mm) I.D. 1018 steel tube and 7GA (.179") (4,55 mm) HRPO steel sheet. Finish: ProShield®, color specified.

Footer (DB): Weldment comprised of 1.660" (42,16 mm) O.D. RS20 (.085" - .095") (2,16 mm-2,41 mm) galvanized steel tubing and 3/16" (4,75 mm) HRPO sheet steel. Finish: ProShield, color specified.

Belt: Made from .315" (8,00 mm) thick mini rough top 3-ply rubber belting with polyester fabric plys, black in color.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Deck Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Flush Mount Cap: Weldment comprised of 4.675" (118,75 mm) O.D. x 4" (102 mm) long aluminum sleeve and 3/16" (4,75 mm) thick x 4.875" (123,83 mm) top cap. Finish: Tendertuff, color specified.

Grab Bar: Weldment comprised of formed 7/8" (22,23 mm) O.D. x 11 GA (.120") (3,04 mm) and 1/4" x 1 3/4" (6,35 mm x (44,45 mm) stainless steel half clamps. Finish: TenderTuff,color specified.

Rail: Extruded from 1.125" ((28,58 mm) O.D. x .312" (7,92 mm) wall. 6005-T5 aluminum. Finish: ProShield, color specified.

Post: See PlayBooster (PB) General Specifications.

Slide Hood: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Square Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 47" x 47" (66,68 mm x 1194 mm x 1194 mm). Finish: TenderTuff, color specified.

Triangular Deck Extension: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size of two of the three sides measures 2 5/8" x 37 7/8" (66,68 mm x 962,03 mm) on the face of the deck and the other side measures 2 5/8" x 43 3/4" (66,68 mm x 1111,25 mm). Finish: TenderTuff, color specified.

Handhold Panel: Permalene, color specified.

Permalene Panels: Recycled Permalene, color specified.

E-Pod: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

FOR REFERENCE ONLY

Pod Bolt Plate: Weldment consists of 3/16" (4,75 mm) HRPO steel plate and 3/8" (9,53 mm) thick HRPO steel plate. Finish: ProShield, color specified.

Pod: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Rail Spacer: Fabricated from 1.312" (33,32 mm) O.D. x 16 Ga. (.065") (1,65 mm) steel tubing. Finish: ProShield, color specified.

Rope Tab Swivel: Made from 6061-T6 aluminum.

Exit Support: Weldment comprised of 2.375" (60,32 mm) O.D. RS-20 (.095" - .105") (2,41 mm-2,66 mm) galvanized steel tubing and 1/4" x 4" x 11 3/4" (6,35 mm x 102 mm x 298,45 mm) mounting plate. Finish: ProShield, color specified.

Attachment Block: U.V. stabilized high-density polyethylene, tan in color.

Mid-Support: Weldment comprised of 1.660" (42,16 mm) O.D. RS-20 (.085" - .095") (2,16 mm-2,41 mm) galvanized steel tubing and 1/4" x 3" (6,35 mm x 76 mm) zinc plated flat steel. Finish: ProShield, color specified.

Rail: 1 1/8" (28,58 mm) O.D. 6061-T6 aluminum extrusion with 5/16" (7,92 mm) walls. Finish: ProShield, color specified.

Slide Sections: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Slide: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Spacer: One-color Permalene, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 11/16" (42,85 mm). Finish: ProShield, color specified.

Beam: Weldment comprised of 2.375" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm-2,67 mm) wall galvanized steel tubing, 3/8" (9,53 mm) thick stainless steel plate, and 1/4" (6,35 mm) HRPO flat steel. Finish: ProShield, color specified.

Step Support: Weldment comprised of 1.660" (42,16 mm) O.D. RS-20 (.080" - .095") (2,03 mm-2,41 mm) galvanized steel tubing and 1 3/4" x 1 3/4" x 1/8" (44,45 mm x 44,45 mm x 3,17 mm) HR angle. Finish: ProShield, color specified.

Clear Cover: Drape formed .177" x 30" x 47 3/8" (4,50 mm x 762 mm x 1203 mm) clear polycarbonate.

Step: Formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Finish: TenderTuff,color specified.

Mid-Support: Weldment comprised of 1.900" (48,26 mm) O.D. RS-20 (.090" - .100") (2,28 mm-2,54 mm) galvanized steel tubing and 3/16" x 1 1/4" (4,75 mm x 31,75 mm) zinc plated steel strap. Finish: ProShield, color specified.

Cable: Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core. (Cable Connectors) 6061-T6 aluminum.

Footers: Comprised of HRPO steel sheet 0.250" thick. Finish: Hot Dip Galvanized.

Saddle: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Upper Beam: Weldment/assembly consisting of galvanized steel tube 3.5iOD .165W (RS40), Sheet HRPO .1046 (12ga) (Rib), SST sheet 3/8" (Tabs), zinc plated steel .25" (clamp), Finish: ProShield, color Specified.

Medium & large Pentagon: Weldment/assembly consists of galvanized Steel Tube 1.315iOD .083W (RS20), SST sheet 3/8" (Tabs), Finish: ProShield, color Specified.

Small Pentagon: Weldment/assembly consists of galvanized Steel Tube 1.029iOD .083W (RS20), SST sheet 3/8" (Tabs), Finish: ProShield, color Specified.

TenderTuff Chain: Steel 1/4" straight link chain, 3,150 lb. working load limit. Finish: TenderTuff, Gray in color.

Frame: Weldment/assembly consisting of galvanized steel tube 1.660iOD .0955W (RS20), Sheet HRPO 1/4" (Tabs), zinc plated steel .25" (clamp), Finish: ProShield, color Specified.

Mounting Clamps/Plates: Weldment /Assembly consist of Sheet HRPO .179" (7ga), Sheet HRPO 1/4", zinc plated steel .25" (clamp), Finish: ProShield, color Specified.

Pinch Plates: Weldment/Assembly consist of Sheet HRPO .179" (7ga), Pem Stud 3/8"OD, Finish: TenderTuff, Gray in color.

Pentagon Sliders: Recycled Core Permalene®, color specified

Rungs: Comprised of galvanized steel tube 2.375iOD .109W (RS20), End caps: Cast aluminum. Finish: ProShield, color specified.

Belt: Made from .315" thick smooth (non-textured) 3-ply rubber belting with polyester fabric plys, Black in color.

LSI Flexx™: 6.6 mm cable comprised of braided polyester strands reinforced with a 2.5 mm galvanized steel cable for strength and vandal resistance. The cable has a minimum breaking load of 771.6 lbs.

Permitter Cable: (Cable) Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a steel core. (Cable Connectors) 6063-T6 aluminum

Net Face Plate: Fabricated from 3/8" HRPO sheet steel, 1/2" HRPO sheet steel, Finish: ProShield®, color specified.

Hook Cover: Cast Aluminum 356-T6

Post: Comprised of 5" O.D. x 1/4"W galvanized steel tubing, Finish: ProShield, color specified.

Post Cap: Weldment/assembly comprised of galvanized steel tube 5iOD .120W (11ga), Sheet HRPO .179" (7ga), Finish: ProShield, Color Specified.

Sit-down/Grab Bars: Weldment/assembly consists of galvanized steel tube 1.125iOD .120W(11ga), zinc plated steel .25" (clamp), Finish: ProShield, color Specified.

Digi Panels: Sheet 5052-H32 Aluminum .190". Dye sublimation printed digital artwork is fused onto the powdercoated substrate.

Frame: Weldment/assembly consisting of galvanized steel tube 2.375iOD .109W (RS20), galvanized steel tube 1.660iOD .095W (RS20), Sheet HRPO .179" 7ga, Finish: ProShield, color Specified.

Frame: Weldment/assembly consisting of galvanized steel tube 1.315iOD .083W (RS20), Sheet HRPO .1196" 11ga (Tabs), zinc plated steel .25" (clamp), Finish: ProShield, color Specified.

Talk Tube Cover: Solid color Permalene®, Black in color.

FOR REFERENCE ONLY

landscape structures®

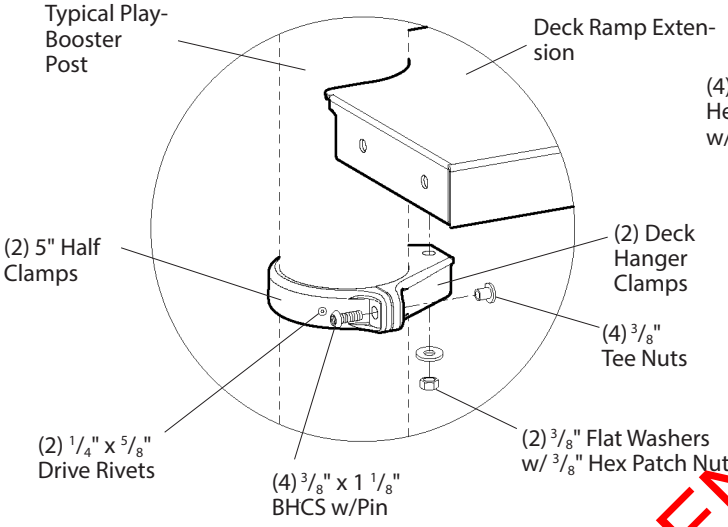
ISO 14001 CERTIFIED

ISO 9001 Certified

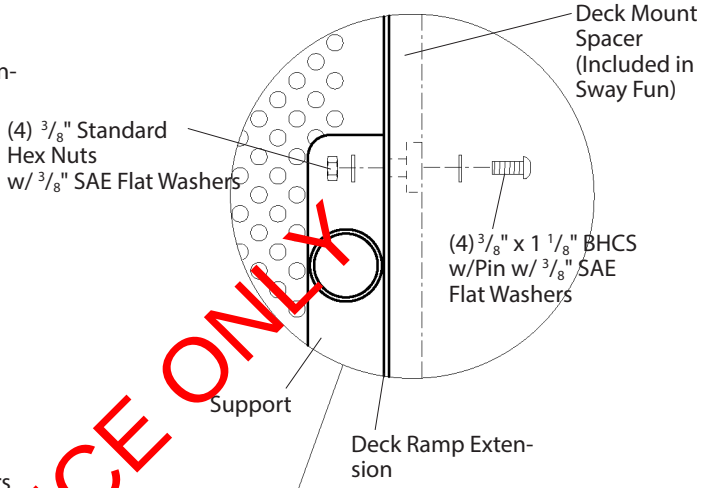
SAFETY
Choose a protective surfa
a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

18278300

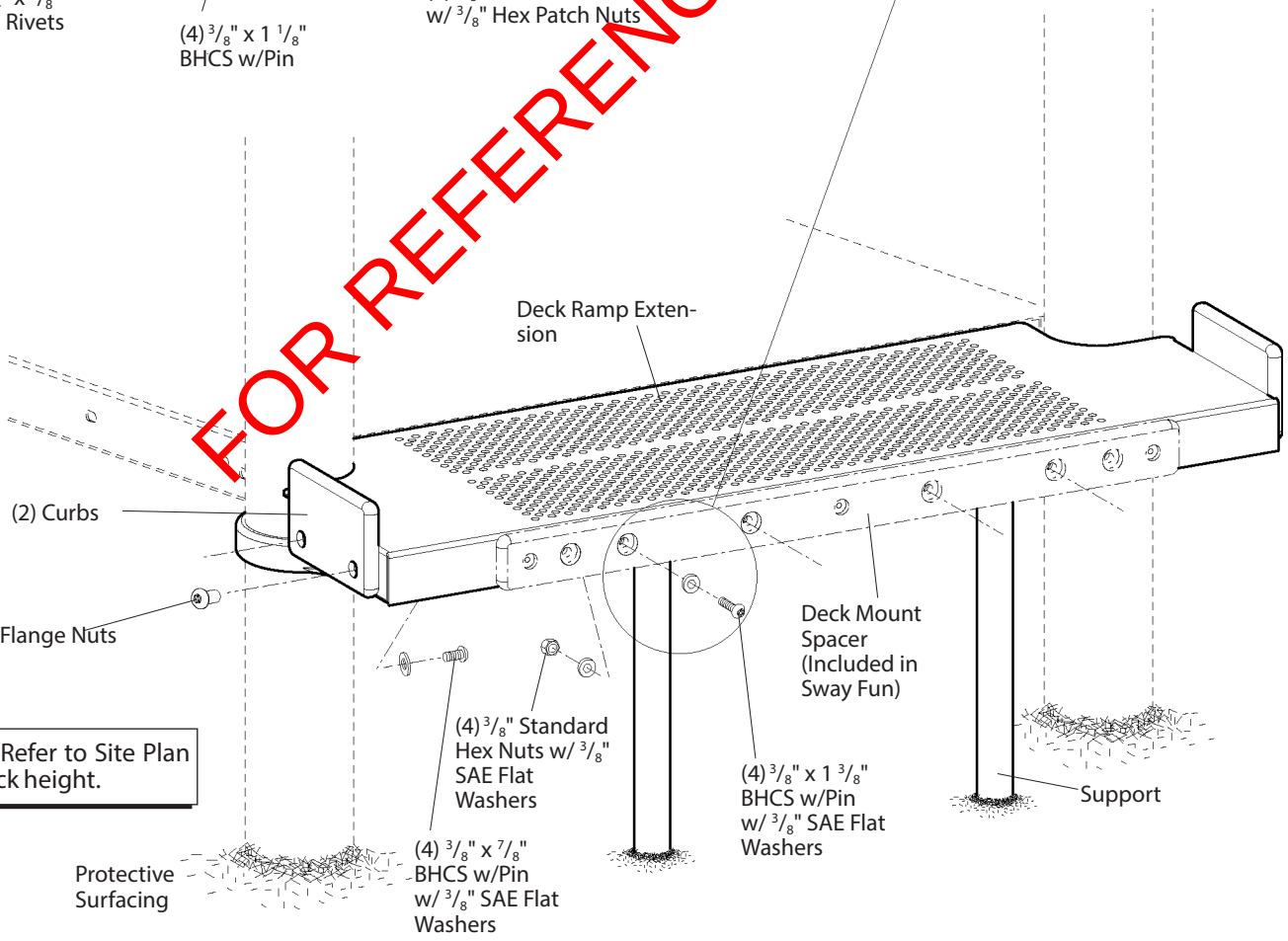
DETAIL
DECK ATTACHMENT



DETAIL
(BOTTOM VIEW)



FOR REFERENCE ONLY



NOTE: Refer to Site Plan for deck height.

PlayBooster®

171539 Deck Ramp Extension

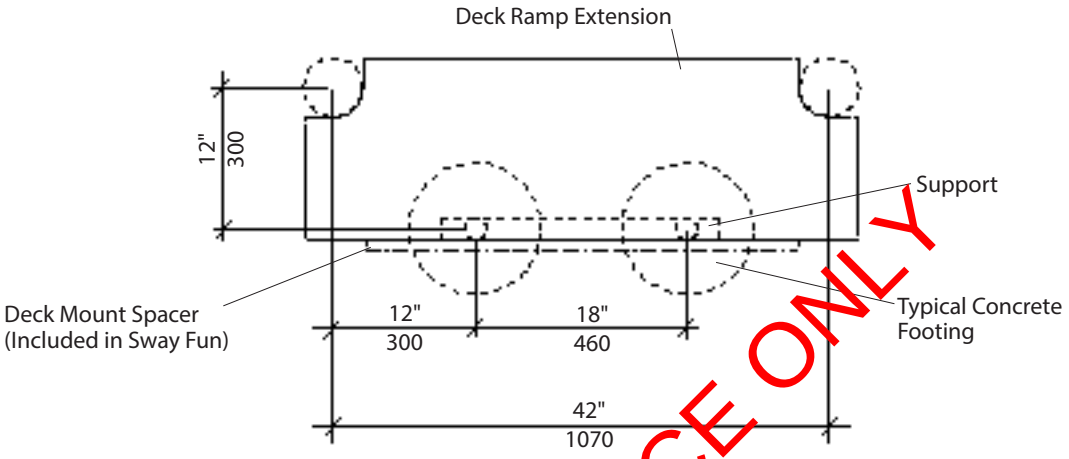
601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 (763) 972-3391 1-888-LSI-INST (1-888-574-4678) FAX (763) 972-3185

© 2012 by Landscape Structures. All rights reserved.

SAFETY
Choose a protective surfa
a Critical Height Value of at least the height of
the Highest Accessible Part/Fall Height of the
adjacent equipment. (Ref. ASTM F1487.)

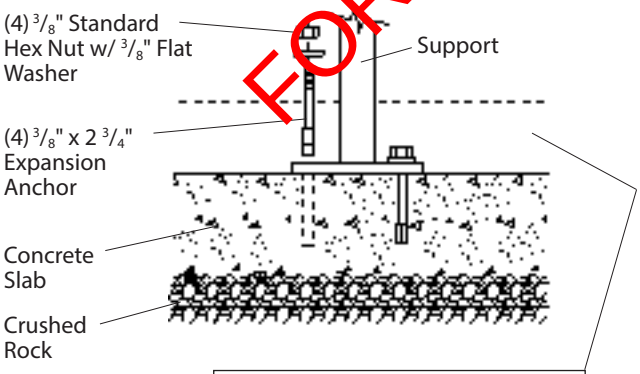
171541a

PLAN VIEW/FOOTING LAYOUT



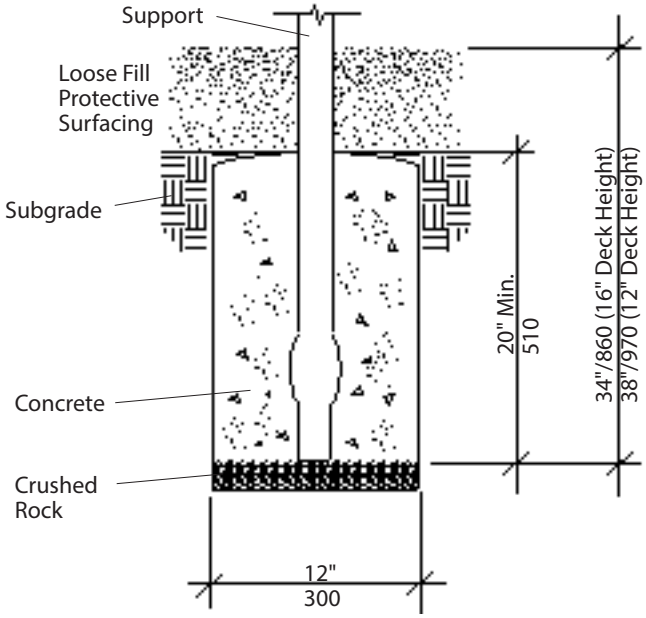
FOR REFERENCE ONLY

DETAIL
SURFACE MOUNT



NOTE: Sufficient protective surfacing must cover hardware to satisfy fall height requirements.

DETAIL
DIRECT BURY



© 2012 by Landscape Structures. All rights reserved.

PlayBooster 171539 Deck Ramp Extens

J:\SPECS\182\24598500.P65

Parts

Part#	Description	Qty.
105327-01	5" Half Clamp, Specify Color	2
106022-00	Deck Hanger Clamp, Specify Color	2
182781-00	Curb, Specify Color	2
163641-00	Deck Ramp Extension, Specify Color	1
181399-00	Support, DB, Specify Color	1
181402-00	Support, 2" SM (12" Deck), Specify Color	1
181400-00	Support, 2" SM (16" Deck), Specify Color	1
100610-00	1/4" x 5/8" Drive Rivet, AL/SST	2
245986-00	**Deck Ramp Extension Hardware Package**	1
113027-00	3/8" x 1 3/8" BHCS w/Pin, SST	8
100321-00	3/8" Hex Patch Nut, SST	2
100327-00	3/8" Standard Hex Nut, SST	4
100351-00	3/8" Tee Nut, SST	4
100362-00	3/8" Flat Washer, SST	2
100365-00	3/8" SAE Flat Washer, SST	12
100196-00	3/8" x 7/8" BHCS w/Pin, SST	4
100353-00	3/8" Flange Nuts w/Pin, SST	4
111394-00	**4 Hole (SM) Hardware Package**	1
100263-00	3/8" x 2 3/4" Expansion Anchor	4
100327-00	3/8" Standard Hex Nut, SST	4
100362-00	3/8" Flat Washer, SST	4

SM = Surface Mount
DB = Direct Bury

Specifications

Deck Ramp Ext.: Flange formed from 11 GA (.120") sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 15 3/4" x 48". Finish: TenderTuff, color specified.

Support (DB): Weldment comprised of 1.660" O.D. RS20 (.085"-.095" wall) galvanized steel tubing and 1 3/4" x 1 3/4" x 1/8" HR angle. Finish: ProShield, color specified.

Curb: Permalene, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Time: Approx. 1 3/4 man hours (DB)
Approx. 1 1/2 man hours (SM)

Weight: 50 lbs. (DB)
44 lbs. (SM) 12" Deck
45 lbs. (SM) 16" Deck

Concrete: 2.62 cu. ft. (DB)

Fall Height: Deck Height

Installation Instructions

1) **(Direct Bury)** Dig footings as shown. Refer to the Plan View/Footing Layout.

2) Fasten hanger clamp assemblies to posts. Refer to Site Plan for deck height.

3) Lift deck ramp extension into position, lining up studs underneath deck ramp extension with deck hanger clamps as shown. Attach with 3/8" flat washers and 3/8" hex patch nuts.

4) Attach curbs to deck ramp extension, using 3/8" x 7/8" BHCS w/pin with 3/8" SAE flat washers and 3/8" flange nuts w/pin.

5) Attach deck mount spacer and support to deck ramp extension, using 3/8" x 1 3/8" BHCS w/pin with 3/8" SAE flat washers and 3/8" standard hex nuts with 3/8" SAE flat washers. Refer to Detail.

6) Level deck and plumb posts. Install 1/4" x 5/8" drive rivets in all 5" half clamps. Refer to the Typical Offset Hanger Clamp Spec Sheet.

7) **(Direct Bury)** Pour concrete footings per the Direct Bury Detail. Allow concrete footings to cure a minimum of 72 hours before users are allowed to play on the structure.

   (Surface Mount) With support plumb, drill 3" deep holes into concrete slab through holes in support plates, use a 3/8" masonry bit and 3/8" hammer drill. Tap 3/8" x 2 3/4" expansion anchors into holes and secure using 3/8" standard hex nuts with 3/8" flat washers. Refer to the Surface Mount Detail.

8) Install protective surfacing before users are allowed to play on the structure.

FOR REFERENCE ONLY

Eco #0101346 Document 24598500 replaces 18278300. Longer screws added to hardware package.

landscape structures®

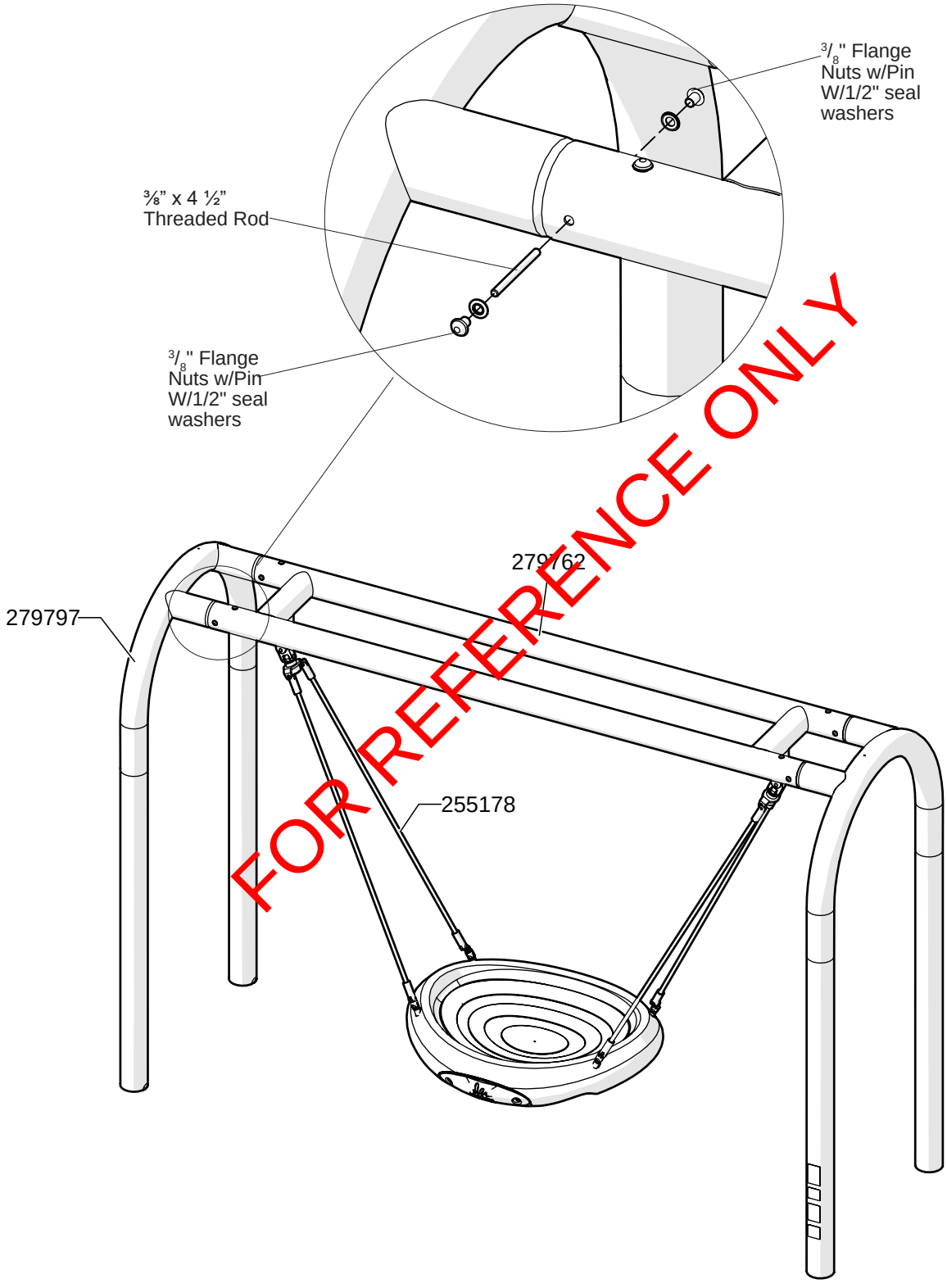
ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing m
has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. *ASTM F1487*.)

DETAIL
ARCH ATTACHMENT



FOR REFERENCE ONLY

Custom 5" Steel Arch Oodle Swing

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-318

© 2021 by Landscape Structures. All rights reserved.

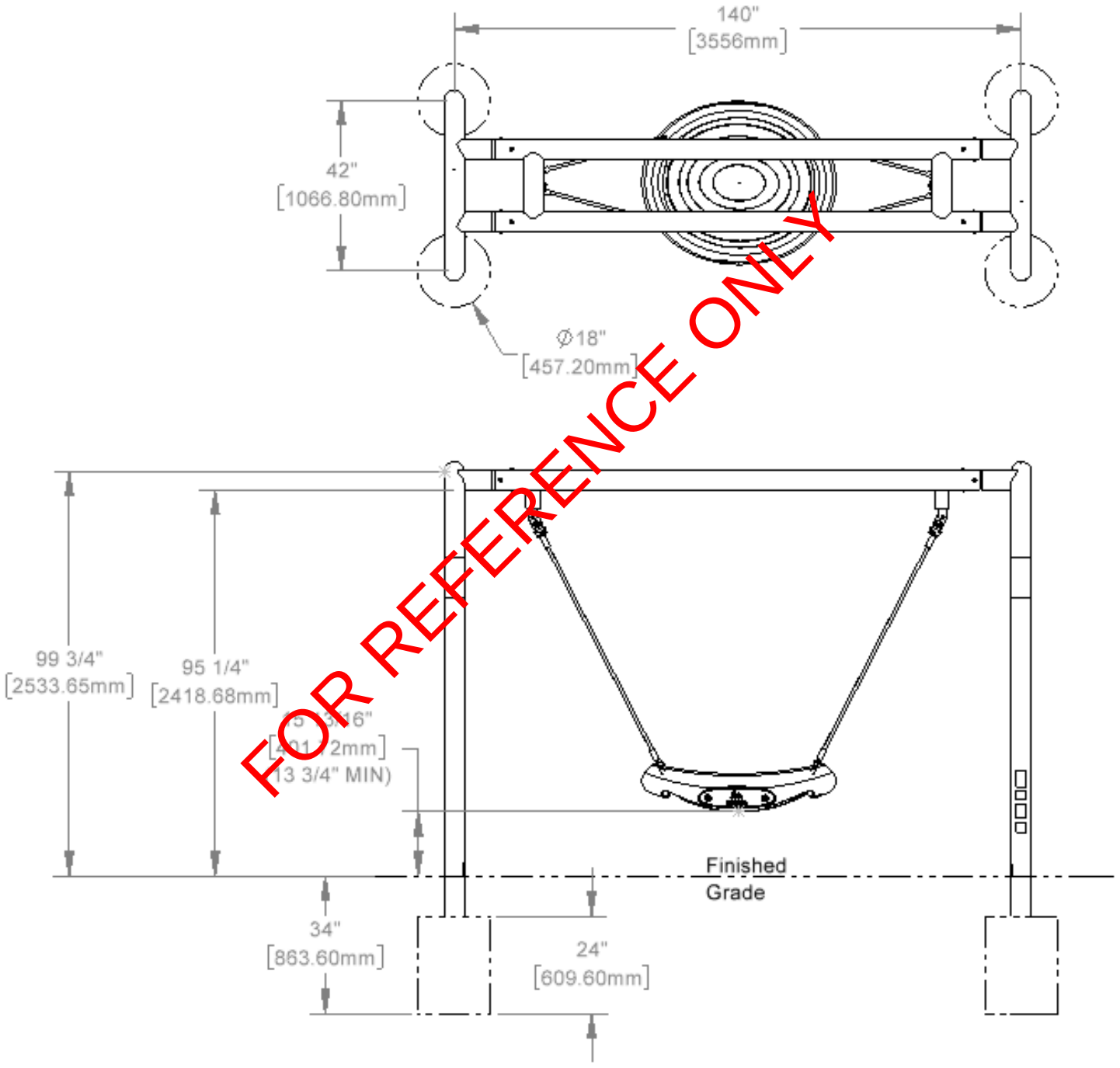
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing m
has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. *ASTM F1487*.)



FOR REFERENCE ONLY

Custom 5” Steel Arch Oodle Swing

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-318

© 2021 by Landscape Structures. All rights reserved.

landscape structures®

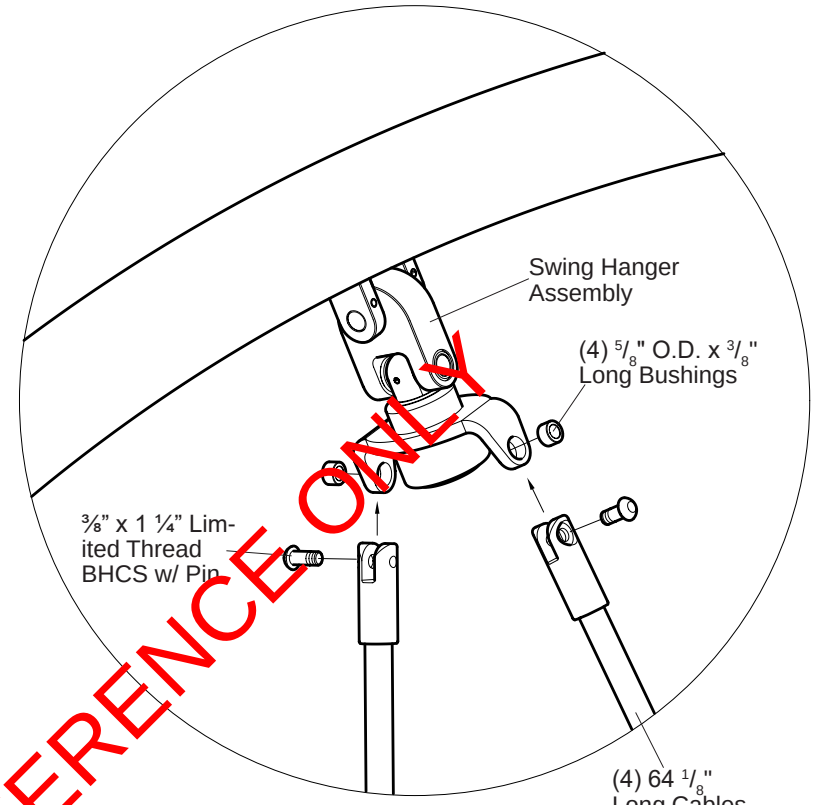
ISO 14001 CERTIFIED

ISO 9001 Certified

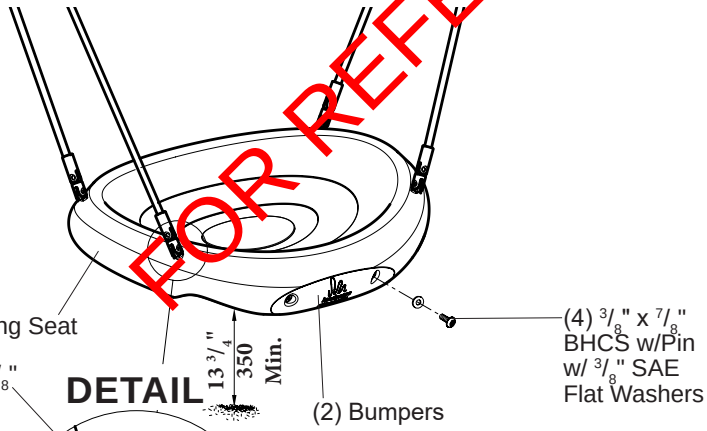
SAFETY NOTE

Choose a protective surfacing m has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. *ASTM F1487*.)

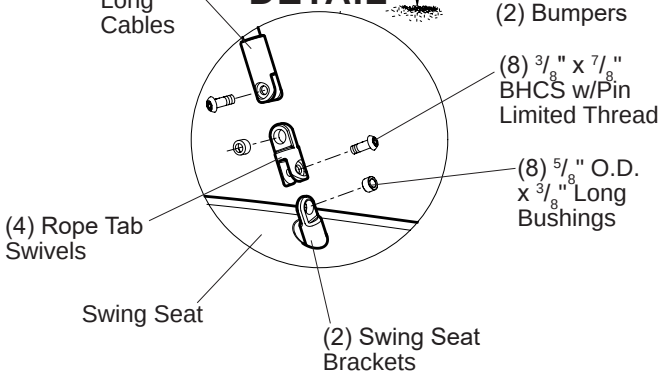
DETAIL
CABLE ATTACHMENT



FOR REFERENCE ONLY



DETAIL



Custom 5” Steel Arch Oodle Swing

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-318

© 2021 by Landscape Structures. All rights reserved.

Document # 28830900

landscape structures®

ISO 14001 CERTIFIED

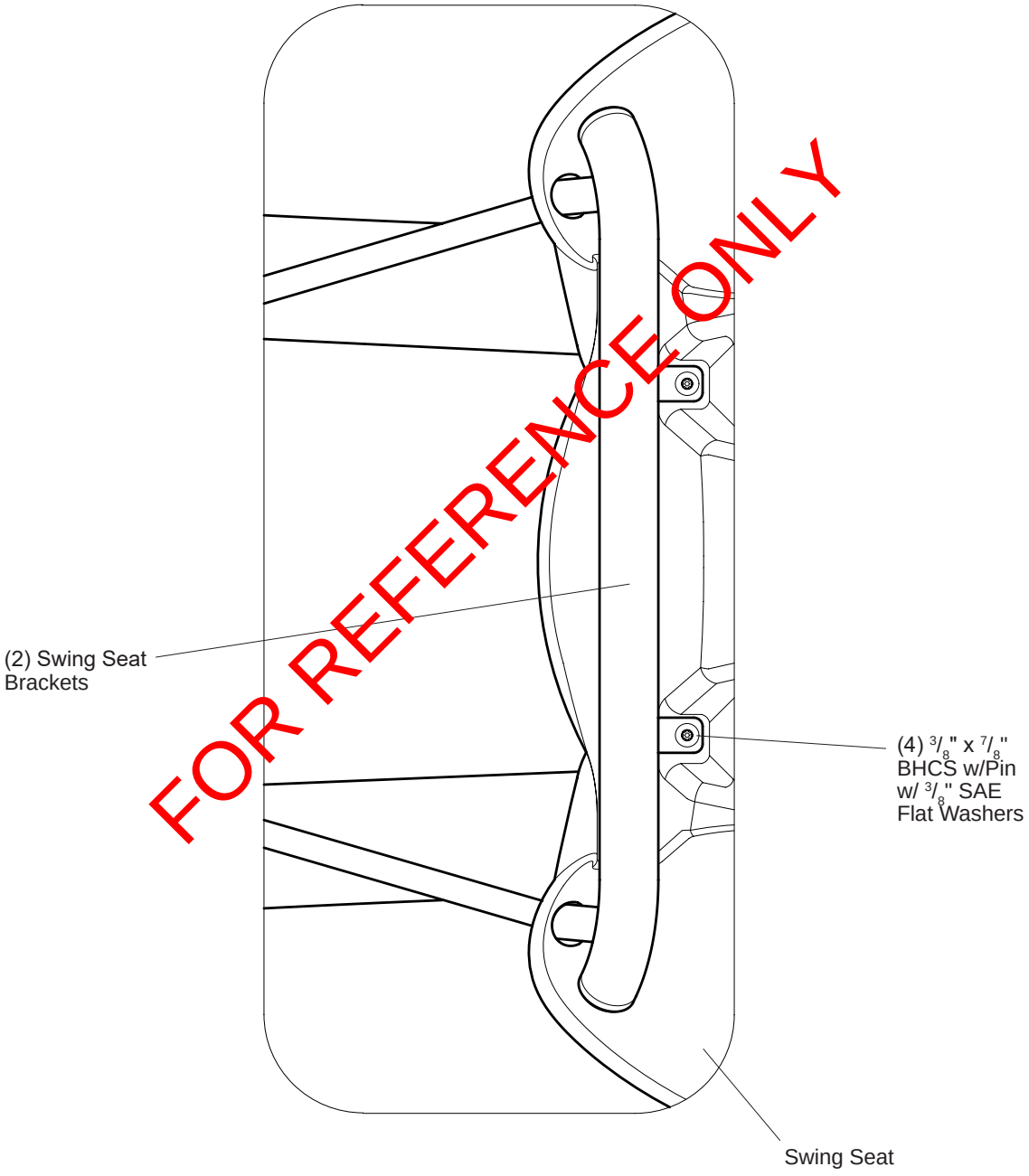
ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing m
has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. *ASTM F1487*.)

DETAIL
SWING SEAT ATTACHMENT

Bottom View



FOR REFERENCE ONLY

Custom 5” Steel Arch Oodle Swing

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-318

© 2021 by Landscape Structures. All rights reserved.

landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing m
has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. *ASTM F1487*.)

Parts List

PART NUMBER	DESCRIPTION	QTY.
288309	CUST 5i STL ARCH OODLE SWING INST	1
279797	CUST 2 SLEEVE CONN 112-3/4i STL ARCH PNT	2
279762	CUST 5i ARCH OODLE SWING BEAM ASY	1
255178	CABLE 64 1/8i LG	4
255160	Large Rope Swivel Tab	4
223098	Master Seal Washer 1/2i ID x 1i OD	16
193982	OODLE SWING SEAT	1
189148	SPRT CROSS ARM OODLE SWG	2
182213	LABEL HOT SURFACE WARNING	1
182212	LABEL ENTANGLEMENT WARNING	1
172045	OODLE SWING BUMPER	2
156847	LABEL WELCOME 5-12 YRS	1
148081	THD ROD 3/8X4 1/2 SST	8
127179	BUSH 5/8OD X 3/8 LG SST	12
115176	LABEL SQ WARNING ASTM	1
100365	WASHER FLAT SAE 3/8i SST	8
100353	FLG NUT 6LP 3/8-16 SST	16
100292	BHCS 6LP LTHD 3/8X1 1/4i SST	12
100196	BHCS 6LP 3/8x7/8i SST	8

FOR REFERENCE ONLY

Installation Instructions

1) Assemble structure following steps and details shown. Use 2D layout as a reference.

   Direct Bury - With structure square, plumb and level, pour concrete footings. Allow concrete to cure a minimum of 72 hours before users are allowed to play on the structure.

2) Install protective surfacing before users are allowed to play on the structure.

© 2021 by Landscape Structures. All rights reserved.

landscape structures®

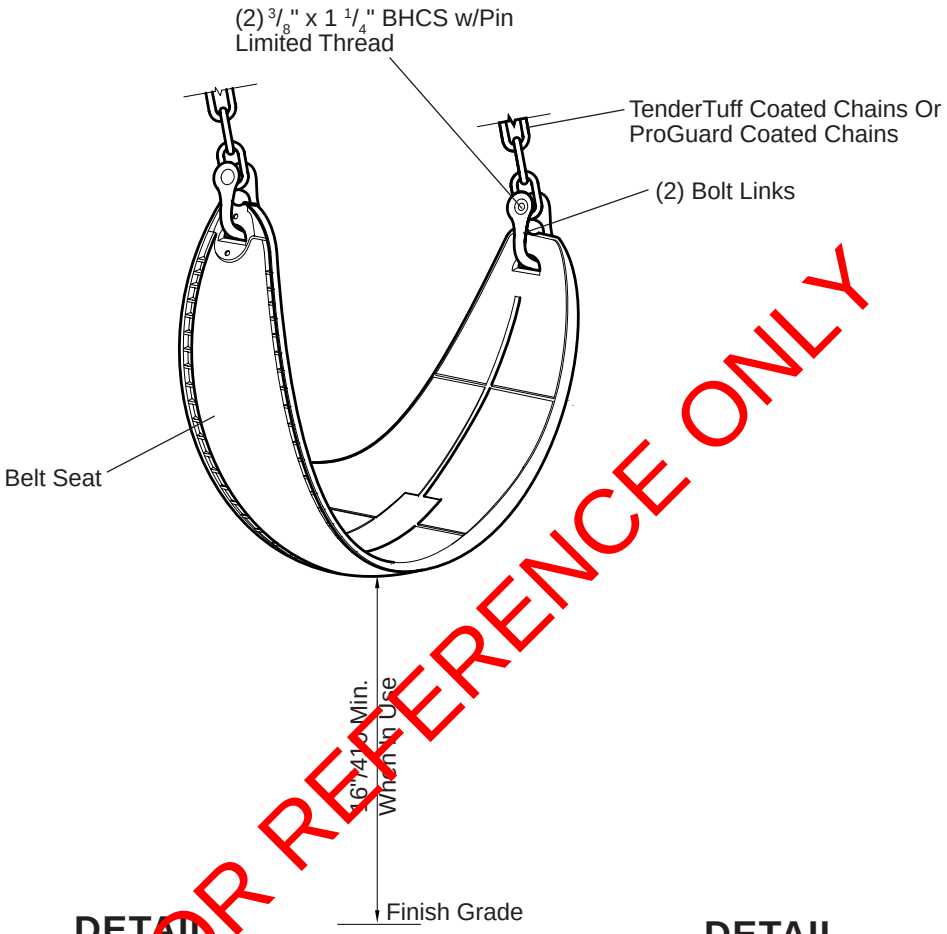
ISO 14001 CERTIFIED

ISO 9001 Certified

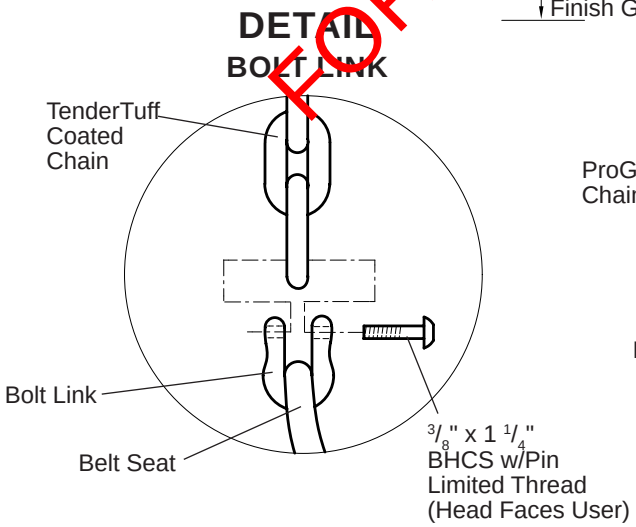
SAFETY

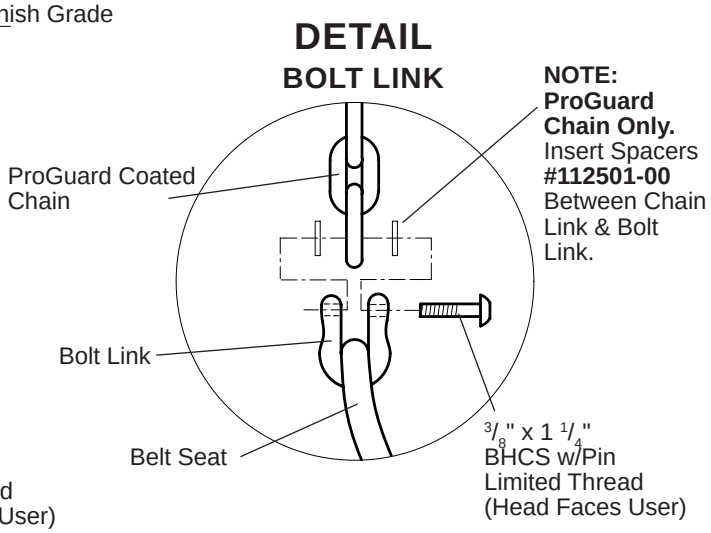
Choose a protective su[illegible] has a Critical Height [illegible] height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. *ASTM F1487*.)

17745700



FOR REFERENCE ONLY





Swings

174018 Belt Seat

Sheet

© 2015 by Landscape Structures. All rights reserved.

Document #21059100

Parts List

Part #	Description	Qty.
	7 Ft. High Beam	
128842	Belt Swing Seat, Black	1
178679	57 7/16" Chain, TenderTuff, Specify Color	2
175251	57 7/16" Chain, ProGuard	2
132672	**Bolt Link w/Bolt & Spacers**	1
100292	3/8" x 1 1/4" BHCS w/Pin Ltd. Thread, SST	2
138915	Bolt Link, SST	2
112501	Chain Spacer	4
132635	**Bolt Link w/Bolt Hardware Package**	1
100292-00	3/8" x 1 1/4" BHCS w/Pin Ltd. Thread, SST	2
138915	Bolt Link, SST	2
	8 Ft. High Beam	
128842	Belt Swing Seat, Black	1
152050	67 7/8" Chain, TenderTuff, Specify Color	2
174404	67 7/8" Chain, ProGuard	2
132672	**Bolt Link w/Bolt & Spacers**	1
100292	3/8" x 1 1/4" BHCS w/Pin Ltd. Thread, SST	2
138915	Bolt Link, SST	2
112501	Chain Spacer	4
132635	**Bolt Link w/Bolt Hardware Package**	1
100292	3/8" x 1 1/4" BHCS w/Pin Ltd. Thread, SST	2
138915	Bolt Link, SST	2
	10 Ft. High Beam	
128842	Belt Swing Seat, Black	1
152052	90 11/16" Chain, TenderTuff, Specify Color	2
174884	90 11/16" Chain, ProGuard	2
132672	**Bolt Link w/Bolt & Spacers**	1
100292	3/8" x 1 1/4" BHCS w/Pin Ltd. Thread, SST	2
138915	Bolt Link, SST	2
112501	Chain Spacer	4
132635	**Bolt Link w/Bolt Hardware Package**	1
100292	3/8" x 1 1/4" BHCS w/Pin Ltd. Thread, SST	2
138915	Bolt Link, SST	2

Specifications

Chain Spacer: Made from white nylon measuring .080" x .785" O.D.

Chain/ProGuard: Steel 3/16" straight link chain, 800 lb. working load limit. Finish: ProGuard.

Chain/Coated: Steel 3/16" straight link chain, 800 lb. working load limit. Finish: TenderTuff®, color specified.

Belt Seats: Molded from U.V. stabilized black EPDM rubber encapsulating a weldment comprised of a 22 GA (.029") spring stainless steel sheet, and (4) .105" thick stainless steel washers. The belt seat elliptical shape measures 7" wide x 26" long x .700" thick.

Bolt Link: Stainless Steel.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Time: 1/4 man hour per seat

Weight: 8 lbs. (7 Ft. Beam w/ProGuard Chains)
9 lbs. (7 Ft. Beam w/TenderTuff Chains
8 lbs. (8 Ft. Beam w/ProGuard Chains)
9 lbs. (8 Ft. Beam w/TenderTuff Chains)
10 lbs. (10 Ft. Beam w/ProGuard Chains)
11 lbs. (10 Ft. Beam w/TenderTuff Chains)

Installation

Swing Hangers With Double Clevis

1) Attach chains to double clevis using 3/8" x 1 1/4" BHCS w/pin limited thread, as shown.
2) Attach chains to belt seat using bolt links with 3/8" x 1 1/4" BHCS w/ pin limited thread. Be sure bolt heads face user. **NOTE:** *Use chain spacers as shown when installing ProGuard chains.*
3) Install protective surfacing before users are allowed to play on the structure.

Anti-wrap Swing Hangers

1) Attach chains to aluminum clevis using 3/8" x 7/8" BHCS w/pin limited thread, as shown.
2) Attach chains to belt seat using bolt links with 3/8" x 1 1/4" BHCS w/ pin limited thread. Be sure bolt heads face user. **NOTE:** *Use chain spacers as shown when installing ProGuard chains.*
3) Install protective surfacing before users are allowed to play on the structure.

FOR REFERENCE ONLY

landscape structures®

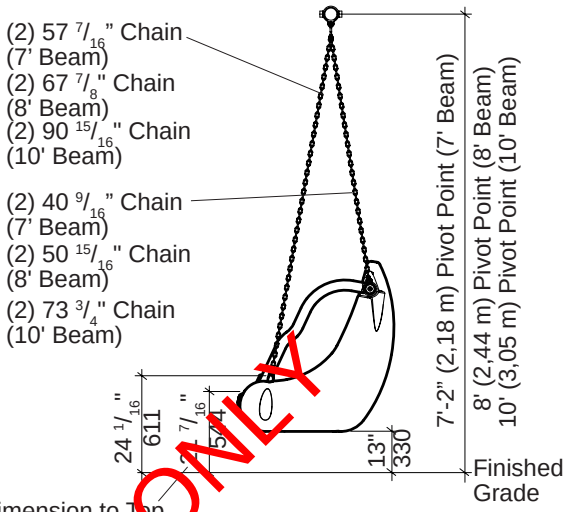
ISO 14001 CERTIFIED

ISO 9001 Certified

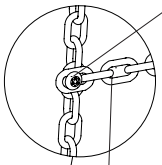
SAFETY
Choose a protective su… has a Critical Height V… height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. *ASTM F1487*.)

225544

ELEVATION

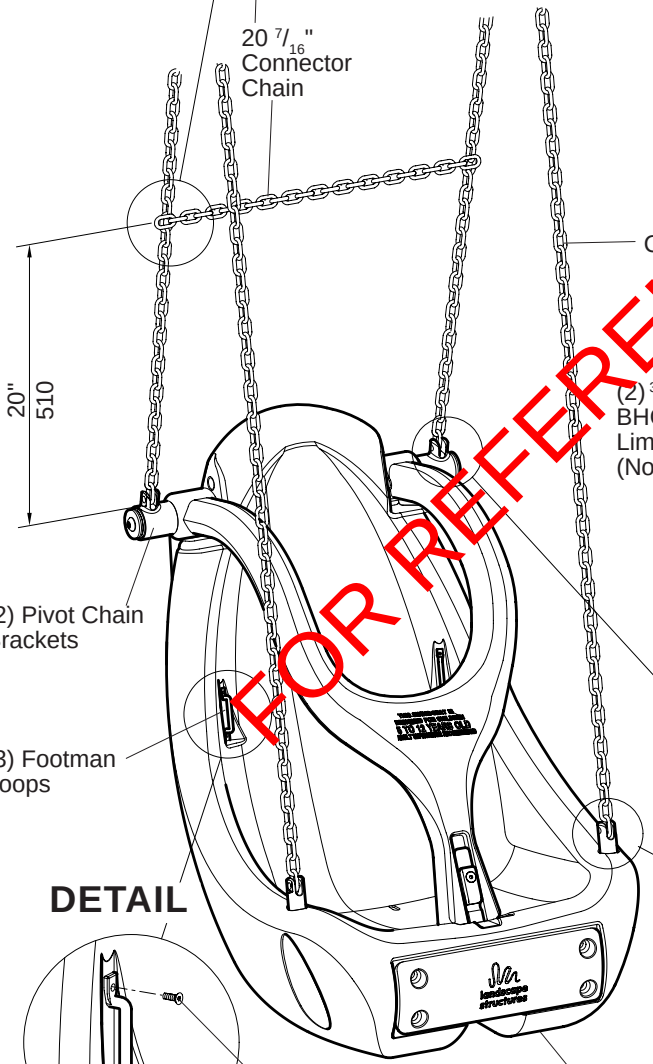


DETAIL

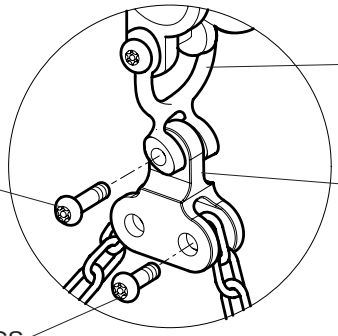


(ProGuard Chain)
(2) 3/8" x 7/8" BHCS w/Pin & 3/8" Hex Jam Nuts

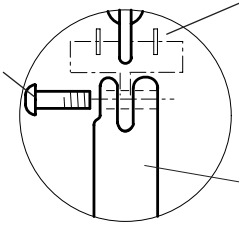
(TenderTuff Chain)
(2) 3/8" x 1 1/8" BHCS w/Pin & 3/8" Standard Hex Nuts w/ 3/8" SAE Flat Washers



DETAIL
HANGER ASSEMBLY

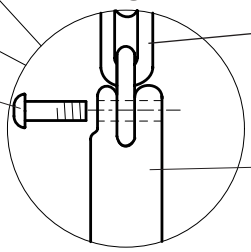


DETAIL
BRACKET

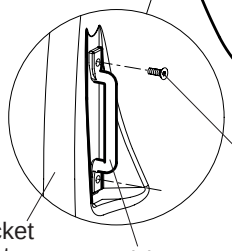


NOTE: For ProGuard chain, insert (8) nylon spacers between chain links & brackets

DETAIL
BRACKET



DETAIL



FOR REFERENCE ONLY

Swings

177351 Molded Bucket Seat, w/Harness

© 2019 by Landscape Structures. All rights reserved.

Swings 177351 Molded Bucket Seat, w/Harn

Parts List

Part#	Description	Qty.
259433	Molded Bucket Seat Assembly, Specify Color	1
	7 Ft. High Beam - ProGuard Finished Chains	
175251	57 7/16" Long, (Front)	2
193869	40 9/16" Long, (Back)	2
175653	20 7/16" Long, (Connector)	1
	8 Ft. High Beam - ProGuard Finished Chains	
174404	67 7/8" Long, (Front)	2
175619	50 15/16" Long, (Back)	2
175653	20 7/16" Long, (Connector)	1
	10 Ft. High Beam - ProGuard Finished Chains	
174884	90 11/16" Long, (Front)	2
175623	73 3/4" Long, (Back)	2
175653	20 7/16" Long, (Connector)	1
	7 Ft. High Beam - TenderTuff Chains	
178679	57 7/16" Long, (Front), Specify Color	2
179286	40 9/16" Long, (Back), Specify Color	2
174571	20 7/16" Long, (Connector), Specify Color	1
	8 Ft. High Beam - TenderTuff Chains	
152050	67 7/8" Long, (Front), Specify Color	2
174572	50 15/16" Long, (Back), Specify Color	2
174571	20 7/16" Long, (Connector), Specify Color	1
	10 Ft. High Beam -TenderTuff Chains	
152052	90 11/16" Long, (Front), Specify Color	2
175621	73 3/4" Long, (Back), Specify Color	2
174571	20 7/16" Long, (Connector), Specify Color	1
225662	**Molded Seat w/Yoke Hardware Package**	
100196	3/8" x 7/8" BHCS w/Pin, SST	2
100198	3/8" x 1 1/8" BHCS w/Pin, SST	2
100290	3/8" x 7/8" BHCS w/Pin Limited Thread, SST	8
100327	3/8" Standard Hex Nut, SST	2
100365	3/8" SAE Flat Washer, SST	6
106035	Seat Mounting Bracket	2
112501	Nylon Spacer	8
128296	3/8" Hex Jam Nut, SST	2
207709	Footman Loop, SST	3
160307	Double Pivot Block Assy.	2
162462	#10-24 x 1/2" Flat Head Screw, SST	6

Specifications

Bucket Seat Assy.: **(Bucket Seat & Yoke)** Rotationally molded from U.V. stabilized linear low density polyethylene, color specified. **(Pipebolt)** Made from 1.125" O.D. 6005-T5 threaded annodized aluminum tube. **(Bearings)** UHMW PE lubricated. **(Brackets)** Made from 356-T6 aluminum.

Chain/ProGuard: Steel 3/16" straight link chain, 800 lb. working load limit. Finish: ProGuard.

Chain/Coated: Steel 3/16" straight link chain, 800 lb. working load limit. Finish: TenderTuff, color specified.

Seat Mounting Bracket: Cast from 535 aluminum magnesium.

Bumper: Molded from U.V. stabilized black EPDM rubber encapsulating 11 GA (.120") HRPO steel sheet.

Dbl. Pivot Block: Fabricated from 6061-T6 Aluminum with bronze oil impregnated bearing.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Time: Approx. 1 man hour

Weight: 50 lbs. (7 Ft. Beam w/ProGuard Chains)
53 lbs. (7 Ft. Beam w/TenderTuff Chains)
48 lbs. (8 Ft. Beam w/ProGuard Chains)
51 lbs. (8 Ft. Beam w/TenderTuff Chains)
51 lbs. (10 Ft. Beam w/ProGuard Chains)
55 lbs. (10 Ft. Beam w/TenderTuff Chains)

FOR REFERENCE ONLY

Installation Instructions

1) Insert seat mounting brackets into molded-in holes in front of bucket seat and attach ends of chain, using 3/8" x 7/8" BHCS w/pin limited thread. See Bracket Detail. **NOTE:** *For ProGuard coated chain, insert (4) nylon spacers between chain links and brackets.*

2) Attach ends of chain to pivot chain brackets, using 3/8" x 7/8" BHCS w/pin limited thread. See Bracket Detail. **NOTE:** *For ProGuard coated chain, insert (4) nylon spacers between chain links and brackets.*

3) Attach chains to double pivot blocks, using 3/8" x 7/8" BHCS w/pin limited thread.

4) **(Swing Hangers with Double Clevis)** Attach chains to swing hanger double clevis, using 3/8" x 1 1/4" BHCS w/pin limited thread.

   (Anti-wrap Swing Hangers) Attach chains to anti-wrap swing hanger clevis, using 3/8" x 7/8" BHCS w/pin limited thread.

5) **(ProGuard Chain)** Attach connector chain to back swing chains at dimension shown, using 3/8" x 7/8" BHCS w/pin & 3/8" jam nuts. Refer to Detail.

   (TenderTuff Chain) Attach connector chain to back swing chains at dimension shown, using 3/8" x 1 1/8" BHCS w/pin & 3/8" standard hex nuts with 3/8" SAE Flat Washers. Refer to Detail.

6) Attach footman loops, using #10-24 x 1/2" flat head screws, as shown. Footman loops are used for seat belts (not included).

7) Attach bumper to front of swing seat, using 3/8" x 7/8" BHCS w/pin with 3/8" SAE Flat Washers.

8) Install protective surfacing before users are allowed to play on the structure.

Specifications are subject to change without notice.

ECO 0101646. Document 25974300 replaces 22554400. Added age appropriate message to swing yoke.

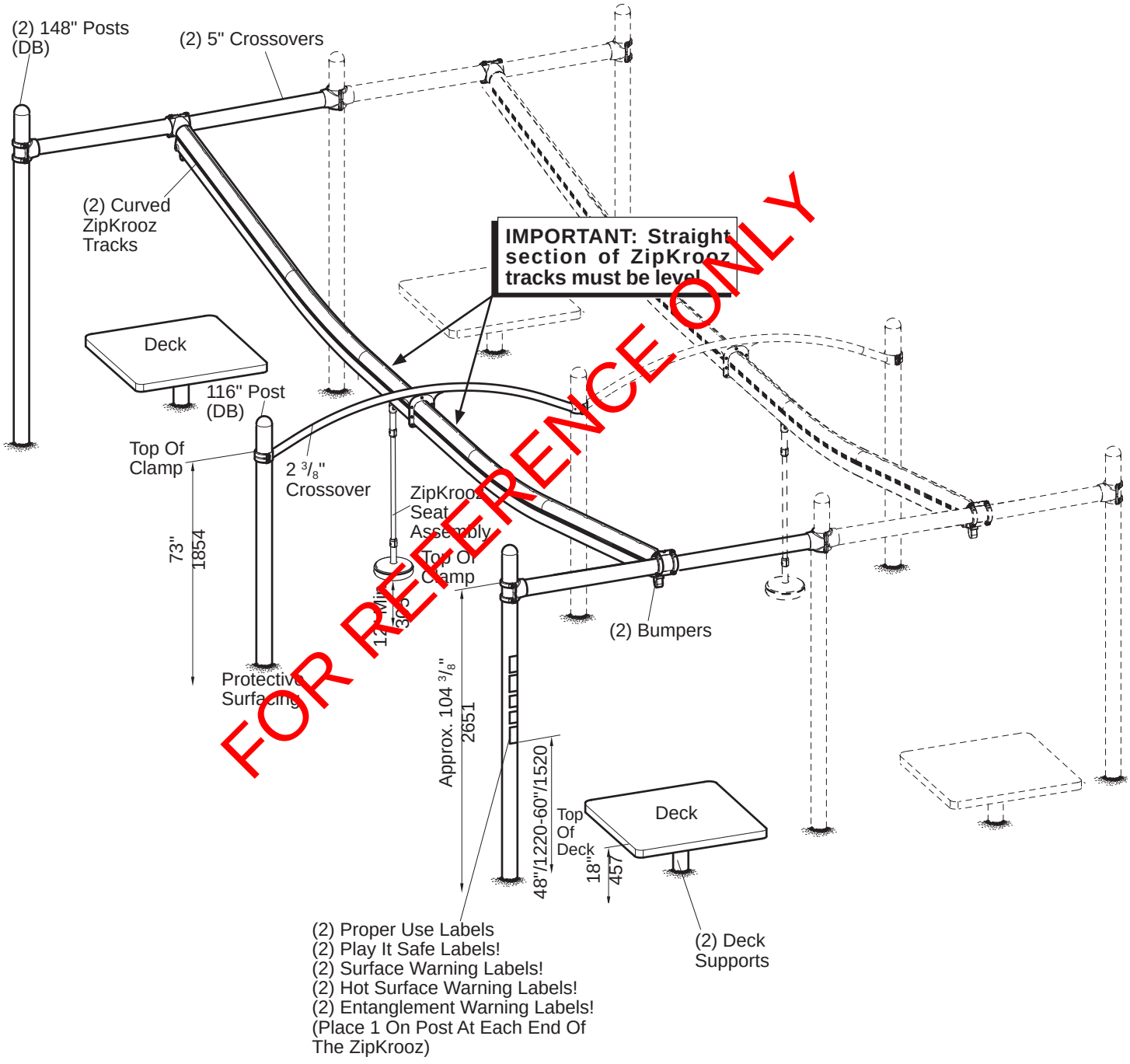
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

Choose a protective su[illegible] has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



FOR REFERENCE ONLY

Kids In Motion **195507 ZipKrooz®, Additional Bay, 34 Ft.** Sheet 4

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) [illegible]

© 2022 by Landscape Structures. All rights reserved.

Document #31915000

landscape structures®

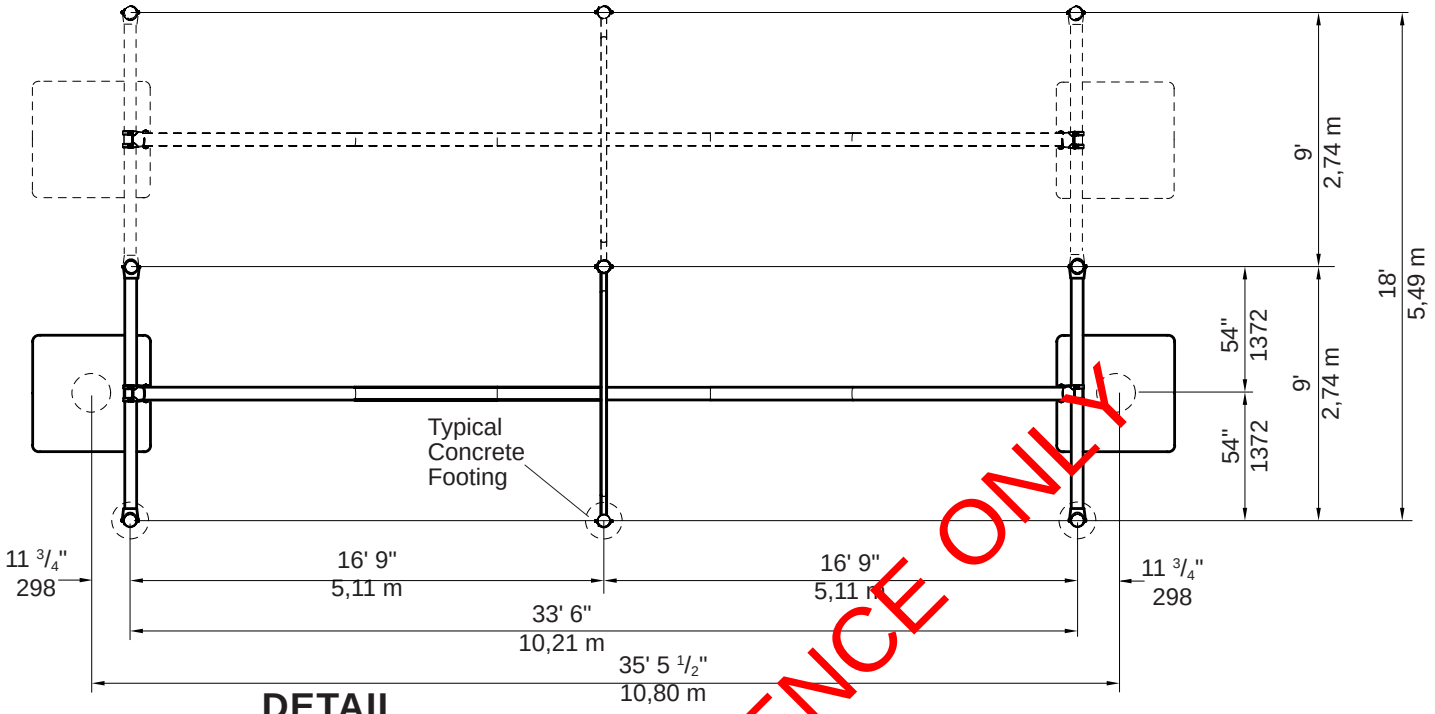
ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

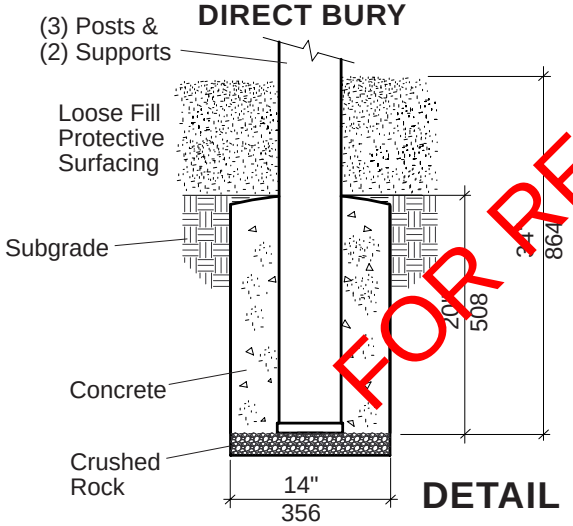
Choose a protective surfacing mater has a Critical Height Value of at le height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

PLAN VIEW/FOOTING LAYOUT

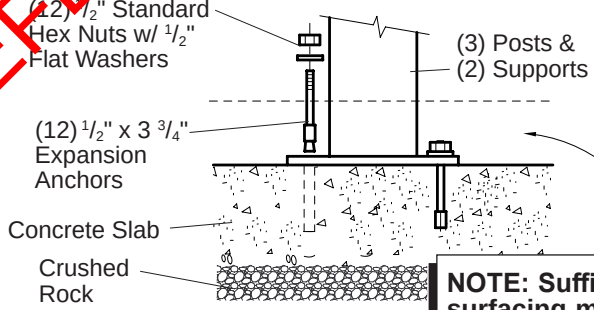


FOR REFERENCE ONLY

DETAIL
DIRECT BURY

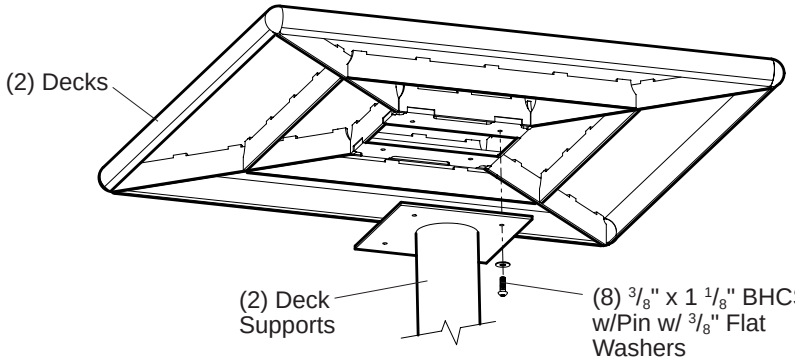


DETAIL
SURFACE MOUNT

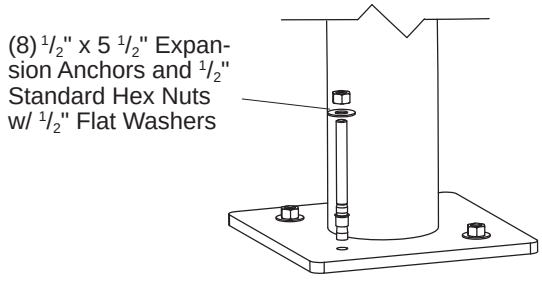


NOTE: Sufficient protective surfacing must cover hardware to satisfy fall height requirements.

DETAIL
DECK SUPPORT ATTACHMENT



DETAIL
DECK SURFACE MOUNT



Kids In Motion 195507 ZipKrooz®, Additional Bay, 34 Ft.

© 2022 by Landscape Structures. All rights reserved.

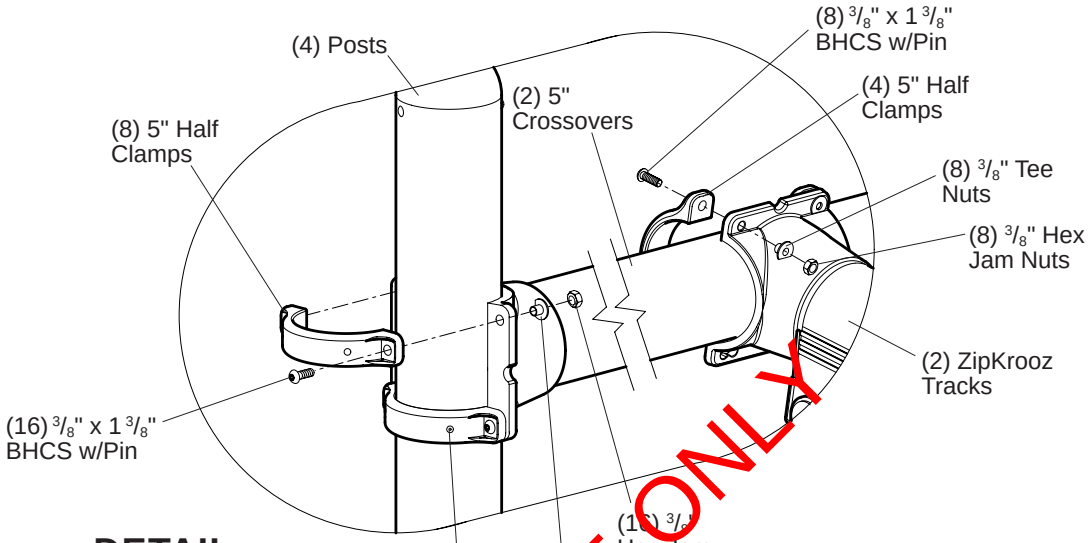
landscape structures®

ISO 14001 CERTIFIED

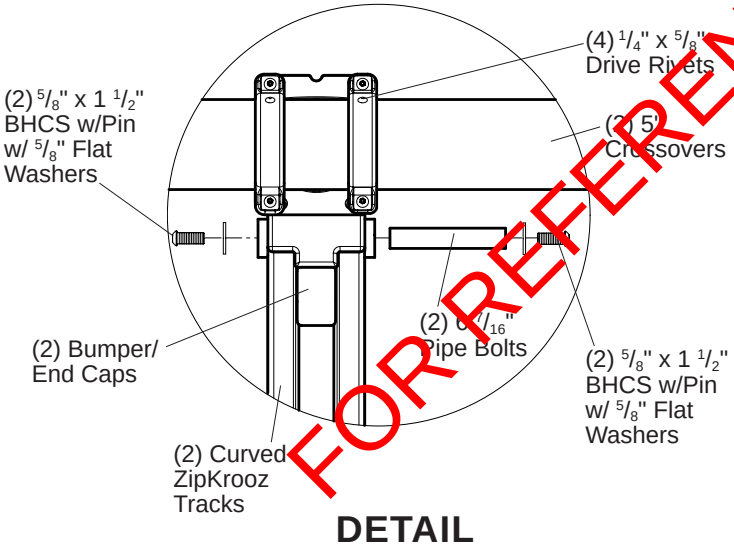
ISO 9001 Certified

SAFETY
Choose a protective su
has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

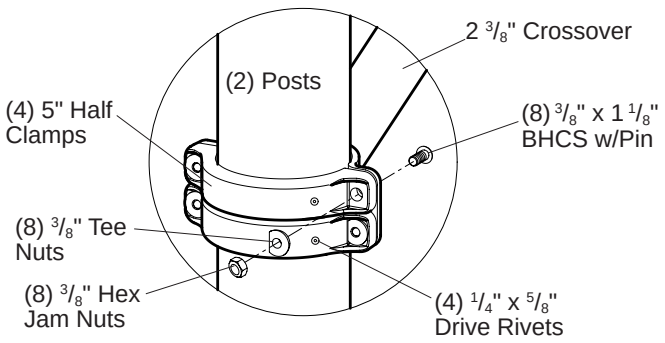
DETAIL
TRACK ATTACHMENT



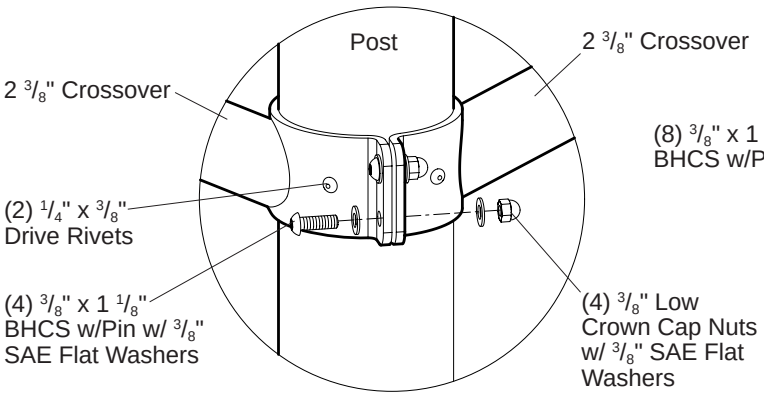
DETAIL
BUMPER ASSEMBLY



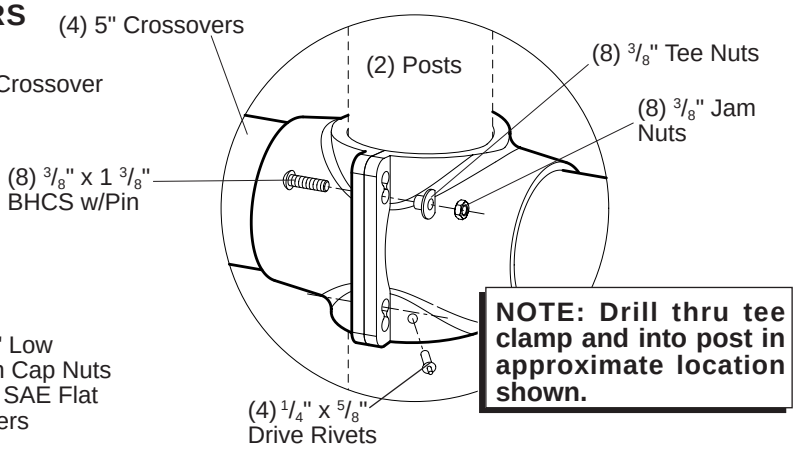
DETAIL
CROSSOVER ATTACHMENT



DETAIL
BACK TO BACK 2 3/8" CROSSOVERS



DETAIL
BACK TO BACK TEE CLAMPS



NOTE: Drill thru tee clamp and into post in approximate location shown.

FOR REFERENCE ONLY

Kids In Motion

195507 ZipKrooz®, Additional Bay, 34 Ft.

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763)

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

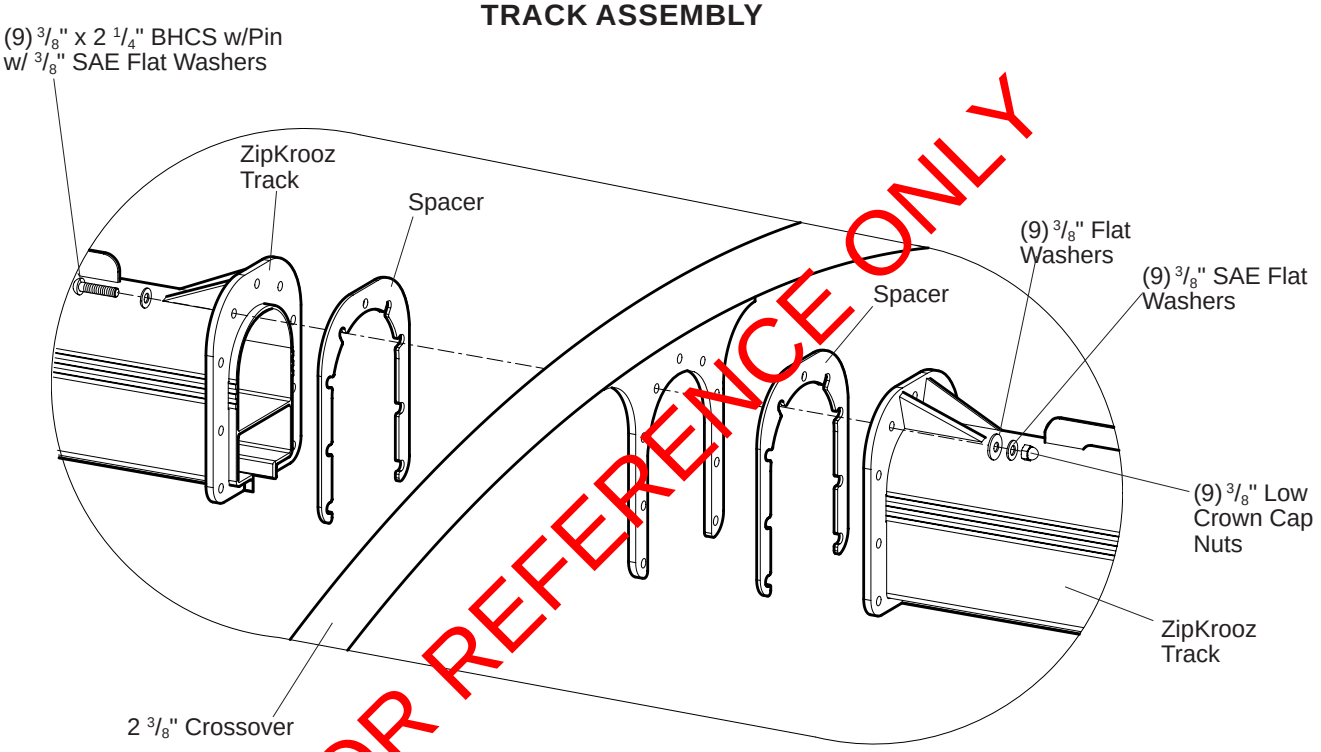
ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

DETAIL
TRACK ASSEMBLY



FOR REFERENCE ONLY

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

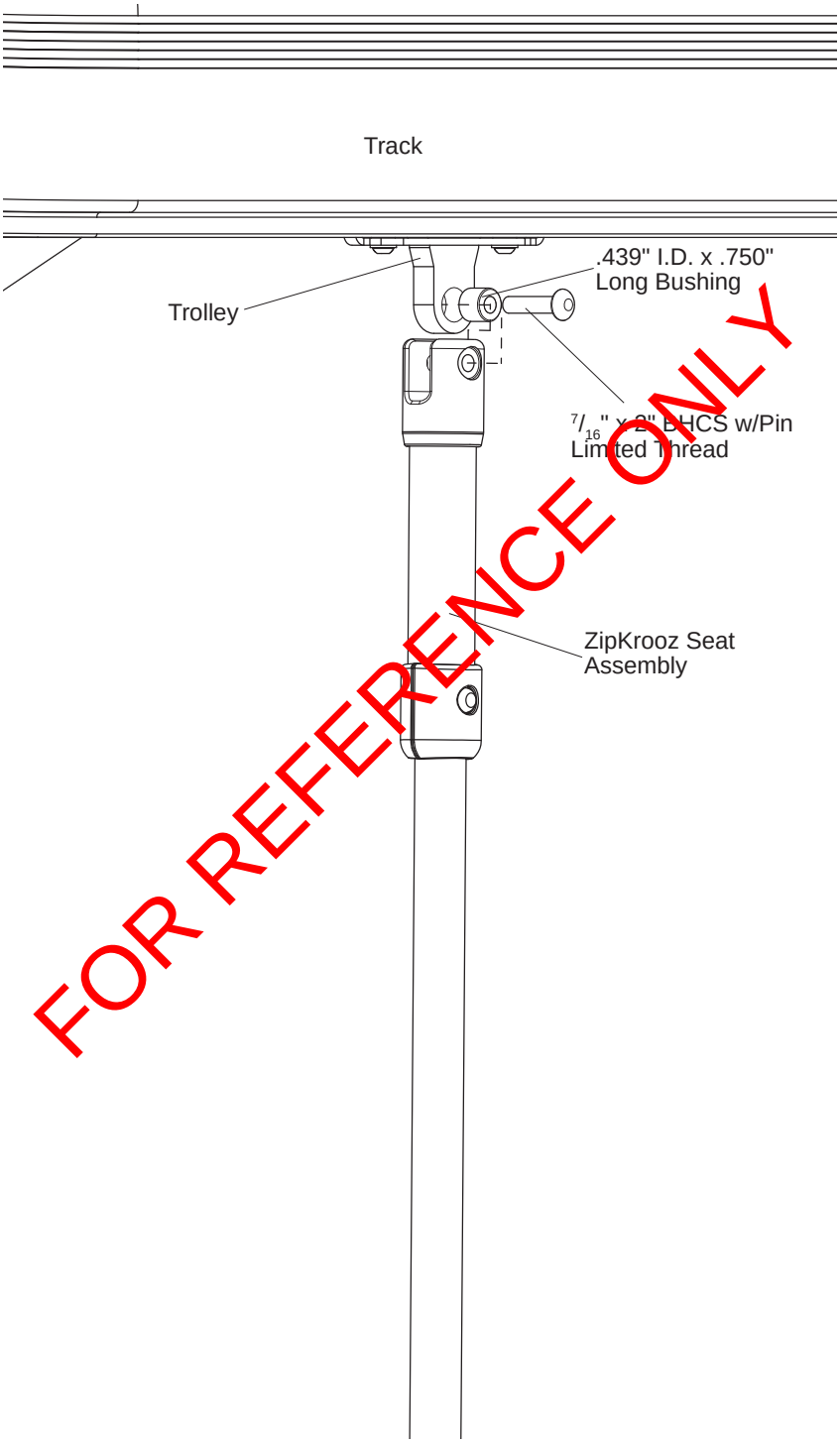
ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

Choose a protective su[illegible] has a Critical Height [illegible] height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

DETAIL
TROLLEY ASSEMBLY



FOR REFERENCE ONLY

© 2022 by Landscape Structures. All rights reserved.

Parts List

Part#	Description	Qty.
100610	1/4" x 5/8" Drive Rivet, AL/SST	10
105327	5" Half Clamp, Specify Color	4
199896	Crossover Beam, Specify Color	2
107470	84" Steel Post w/Cap, SM, Specify Color	1
198216	116" Steel Post w/Cap, SM, Specify Color	2
107520	116" Steel Post w/Cap, DB, Specify Color	1
198214	148" Steel Post w/Cap, DB, Specify Color	2
107623	84" Aluminum Post w/Cap, SM, Specify Color	1
198217	116" Aluminum Post w/Cap, SM, Specify Color	2
107694	116" Aluminum Post w/Cap, DB, Specify Color	1
198215	148" Aluminum Post w/Cap, DB, Specify Color	2
142136	Bumper, Black	2
199792	Deck, Specify Color	2
265477	ZipKrooz Seat Assembly	1
205138	2 3/8" Crossover, Specify Color	1
205042	Curved ZipKrooz Track, Specify Color	2
296855	ZipKrooz Trolley Assembly, Black	1
199899	Deck Support 18" Deck, DB, Specify Color	2
199900	Deck Support 18" Deck, SM, Specify Color	2
205192	Spacer, Aluminum	2
199927	**Deck Support Hardware Package**	2
100198	3/8" x 1 1/8" BHCS w/Pin, SST	8
100362	3/8" Flat Washer, SST	8
206171	**ZipKrooz 34 Ft. Hardware Package**	1
100198	3/8" x 1 1/8" BHCS w/Pin, SST	8
113027	3/8" x 1 3/8" BHCS w/Pin, SST	24
100201	5/8" x 1 1/2" BHCS w/Pin, SST	4
100349	3/8" Low Crown Cap Nut, SST	9
100351	3/8" Tee Nut, SST	32
100365	3/8" SAE Flat Washer, SST	18
100362	3/8" Flat Washer, SST	9
100366	5/8" Flat Washer, SST	4
100199	3/8" x 2 1/4" BHCS w/Pin, SST	9
121105	6 7/16" Aluminum Pipe Bolt	2
197123	Proper Use Label.	2
115176	ASTM HD Surface Warning Label	2
156847	Play Safe Label, 5-12 YRS.	2
182212	Entanglement Warning Label	2
182213	Hot Surface Warning Label	2
128296	3/8" Hex Jam Nut, SST	32
305870	**HDW PKG ZIPKROOZ SEAT ASSY**	1
157704	7/16" x 2" BHCS w/Pin Limited Thread, SST	1
203702	.439" I.D. x .750" Long Bushing, SST	1
196735	**Back To Back Steel Clamp Hardware Package**	1
100198	3/8" x 1 1/8" BHCS w/Pin, SST	4
100349	3/8" Low Crown Cap Nut Nut, SST	4
100365	3/8" SAE Flat Washer, SST	8
100611	1/4" x 3/8" Drive Rivet, AL/SST	2
196733	**Back To Back Double Tee Clamp Hdw. Pkg.**	2
100351	3/8" Tee Nut, SST	8
100610	1/4" x 5/8" Drive Rivet, AL/SST	4
113027	3/8" x 1 3/8" BHCS w/Pin, SST	8
128296	3/8" Hex Jam Nut, SST	8
313069	**4-Hole (SM) Hardware Package**	2
100267	1/2" x 5 1/2" Expansion Anchor w/nut and washer	8
183388	**4-Hole (SM) Hardware Package**	3
100322	½" Standard Hex Nut, SST	12
100363	½" Flat Washer, SST	12
176046	½" x 3 3/4" Expansion Anchor	12

DB = Direct Bury
SM = Surface Mount

Specifications

Track: Extruded from 6005-T4 aluminum alloy. Finish: ProShield®, color specified.

Bumper: Urethane, black in color.

Spacer: .190"(4,82 mm) Thick aluminum sheet.e.

Deck Support: Weldment comprised of 5" (127 mm) O.D. x 7 GA. (.179") (4,54 mm) wall galvanized steel tube, and 1/2" (12,7 mm) HRPO steel plate. Finish: ProShield®, color specified.

Posts: See PlayBooster®(PB) General Specifications.

Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011, 1/4" (6,35 mm) HRPO flat steel and 3/8" (9,53 mm) HRPO flat steel. Standing surface is perforated with 5/16" (7,94 mm) diameter holes. The finished size measures 2 1/8" x 38 1/2" x 38 1/2" (53,98 mm x 977 mm x 977 mm). Finish: TenderTuff™, color specified.

Trolley Assy.: Steel body with urethane rollers. Completely assembled. Steel Body Finish: ProShield®, black in color.

ZipKrooz Crossover: Weldment comprised of 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,55 mm) wall galvanized steel tubing, 3/8" (9,52 mm) thick HRPO steel plate and 1/4" (6,35 mm) thick HRPO steel. Finish: ProShield®, color specified.

Crossover: Weldment comprised of tee clamps and a 5" (127 mm) O.D. extruded 6005-T5 aluminum alloy tube with a .125" (3,17 mm) wall Finish: ProShield, color specified.

ZipKrooz Seat Assy (Chain) Steel 1/4" (6,35 mm) straight link chain, 3,150 lbs. (1428,82 kilograms) working load limit. Finish: ProGuard. (Cover) High pressure Buna-N Rubber hose, black in color. (Connector) 303 Stainless Steel. (Sleeves) Silicone hose, black in color. (Swivels) 6061-T6 Aluminum. (Lower Connector) Aluminum with Proshield finish, black in color. (Clamps) ZAMAK #7 alloy with ProShield finish, black in color. (Spacers) Oil Embedded Sintered Iron-Copper. (Pod) Rotationally molded from U.V. Stabilized, E.V.A. (Ethyl vinyl acetate) and high density polyethylene, blended to retain flexibility at below freezing temperatures, black in color.

Clamp: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Time: **(DB)** Approx. 12 man hours
(SM) Approx. 11 man hours
Min. Area Req.: 50' 8" x 9' (15,45 m x 2,74 m)
Concrete: **(DB)** Approx. 8.91 cu. ft.
Weight: **(DB)** 1108 lbs. Steel
(DB) 791 lbs. Aluminum
(SM) 1000 lbs. Steel
(SM) 764 lbs. Aluminum
Max. Fall Height: 105" (2,67 m)

FOR REFERENCE ONLY

Installation Instructions

1) **(Direct Bury)** Dig footings as shown. Refer to the Plan View Footing Layout.

2) Attach support posts to decks, using $^{3}/_{8}$" x 1 $^{1}/_{8}$" BHCS w/pin & $^{3}/_{8}$" flat washers. Refer to the Deck Support Attachment Detail.

3) Attach 5" crossover beams to posts at height shown. Refer to the Beam Attachment Detail.

4) Attach back to back crossovers to posts using 1 $^{3}/_{8}$" BHCS w/pin and $^{3}/_{8}$" tee nuts with $^{3}/_{8}$" jam nuts. Refer to the Back to Back Tee Clamp Detail.

5) Attach 2 $^{3}/_{8}$" crossover beam to post at height shown. Refer to the Beam Attachment Detail.

6) Attach 2 $^{3}/_{8}$" crossover beam to 2 $^{3}/_{8}$" crossover beam. Refer to the Back To Back 2 $^{3}/_{8}$" Crossovers Detail.

7) Attach the ZipKrooz tracks to the center of the crossover beams. Refer to the Track Attachment Detail.

8) Attach the ZipKrooz tracks to 2 $^{3}/_{8}$" crossover beam. Refer to the Track Assembly Detail. **IMPORTANT:** *Straight section of ZipKrooz tracks must be level.*

9) Insert trolley assembly, then bumpers into track ends. Line up hole in bumper with collars on track and insert pipe bolt. Fasten with $^{5}/_{8}$" x 1 $^{1}/_{2}$" BHCS w/pin and $^{5}/_{8}$" flat washers. Refer to the Bumper Detail.

10) **(Direct Bury)** With posts plumb and decks level, pour concrete footings. Refer to the Direct Bury Detail. **NOTE:** *Allow concrete to cure for 72 hours before attaching cable with pod to trolley.*

    (Surface Mount) Drill $^{1}/_{2}$" x 5" deep holes through post and deck support plates using hammer drill and $^{1}/_{2}$" masonry bit. Tap expansion anchors into drilled holes. Fasten 5" posts and deck support plates to expansion anchors using $^{1}/_{2}$" standard hex nuts with $^{1}/_{2}$" flat washers.

11) Attach ZipKrooz Seat Assy to trolley. Refer to the Trolley Assembly Detail.

12) Install $^{1}/_{4}$" x $^{5}/_{8}$" drive rivets in all half clamps and tee clamps. Refer to the Typical Tee Clamp Spec Sheet.

13) (Back To Back 2 $^{3}/_{8}$" Crossovers) Drill through 2 $^{3}/_{8}$" crossover clamps and into 5" post with a $^{1}/_{4}$" or "F" (only) drill bit, insert $^{1}/_{4}$" x $^{3}/_{8}$" drive rivets into holes through clamps and into post. Hammer drive rivet pins in until flush with head. Refer to the Back To Back 2 $^{3}/_{8}$" Crossovers Detail.

14) Apply Labels, as shown.

15) Install protective surfacing before users are allowed to play on the component.

FOR REFERENCE ONLY

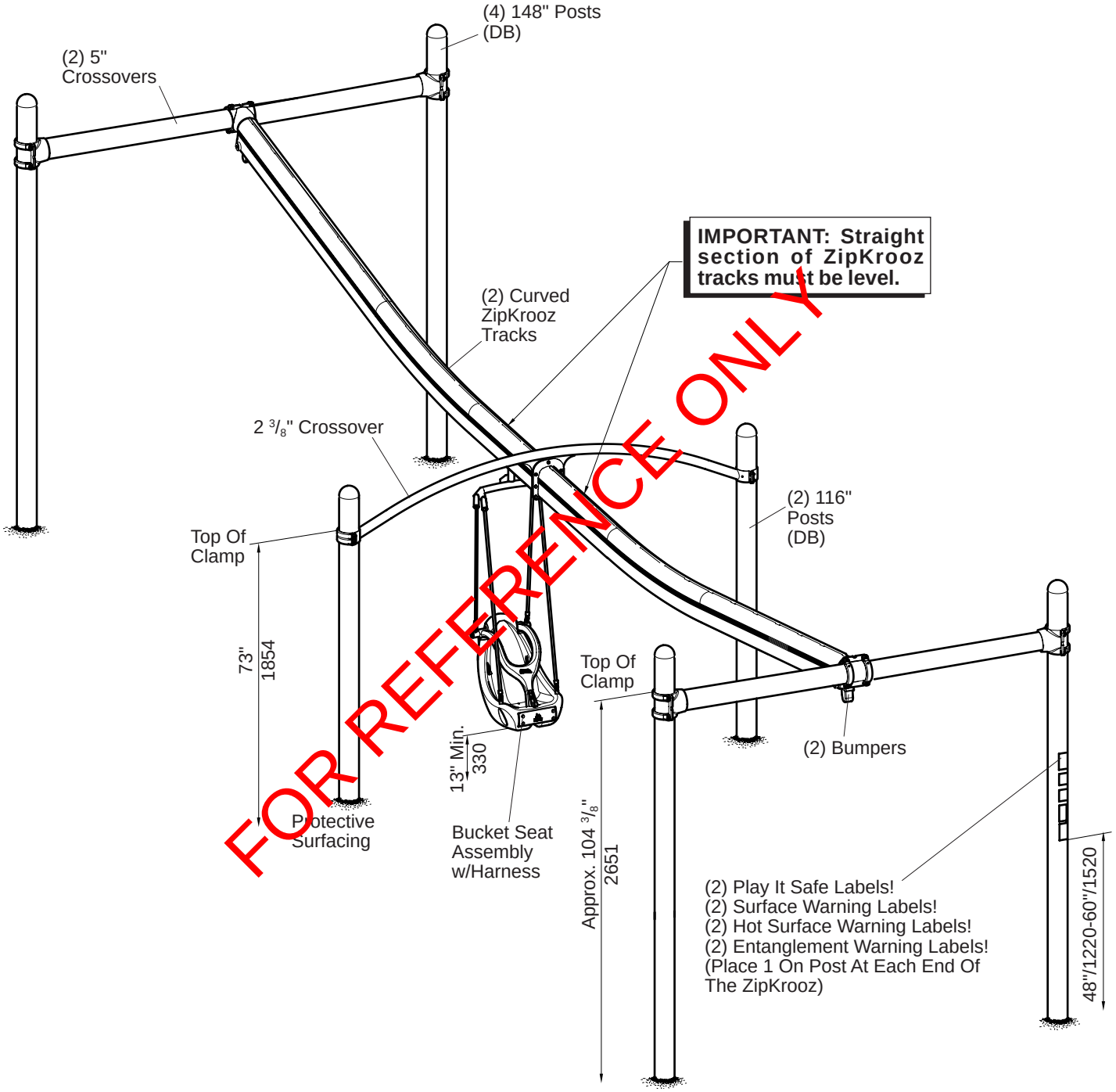
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



FOR REFERENCE ONLY

Kids In Motion

196212 ZipKrooz®, Assisted, 34 Ft.

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

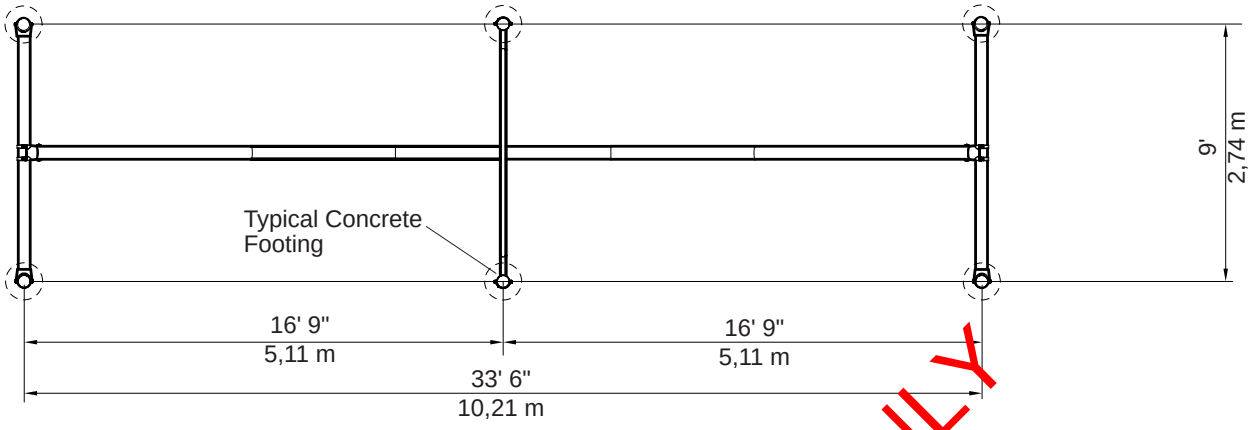
ISO 14001 CERTIFIED

ISO 9001 Certified

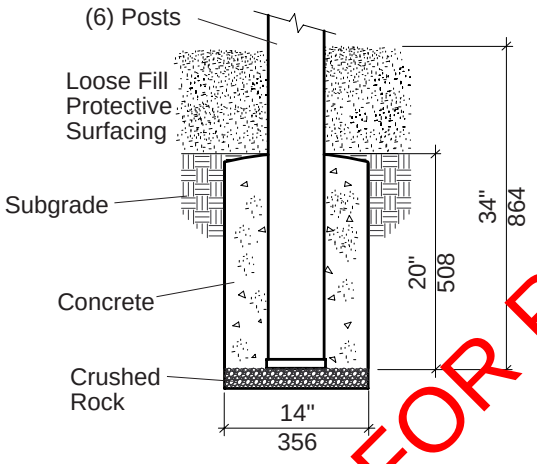
SAFETY NOTE

Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

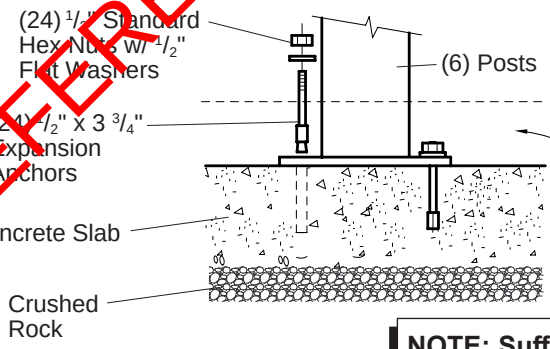
PLAN VIEW/FOOTING LAYOUT



DETAIL
DIRECT BURY



DETAIL
SURFACE MOUNT



NOTE: Sufficient protective surfacing must cover hardware to satisfy fall height requirements.

FOR REFERENCE ONLY

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

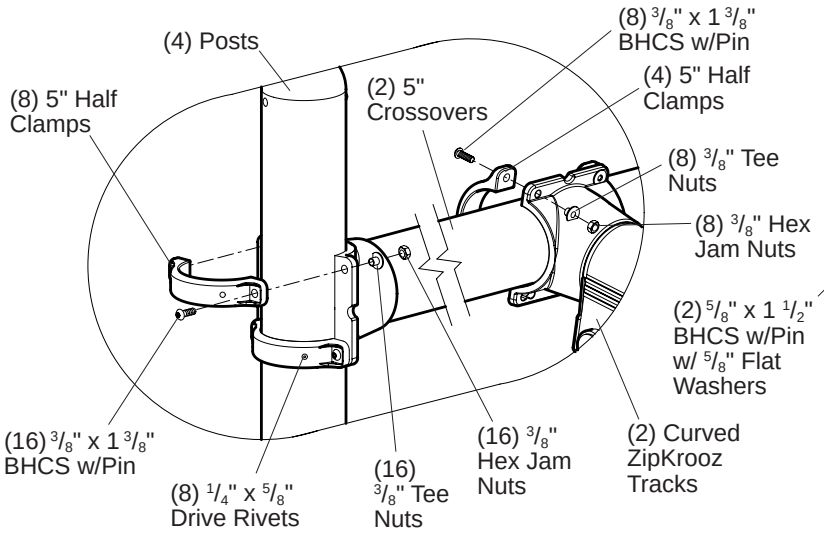
ISO 14001 CERTIFIED

ISO 9001 Certified

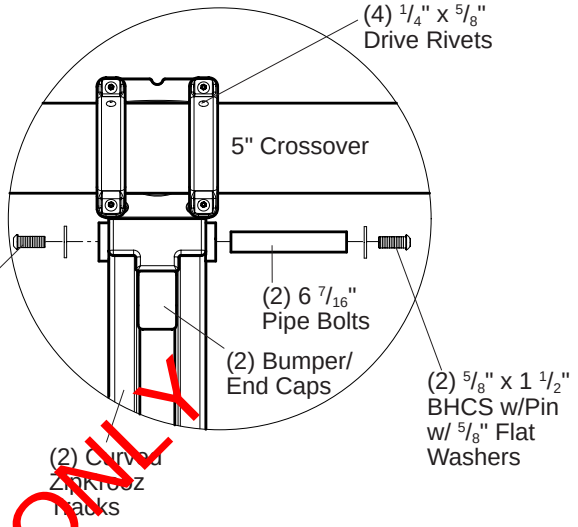
SAFETY

Choose a protective su
has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

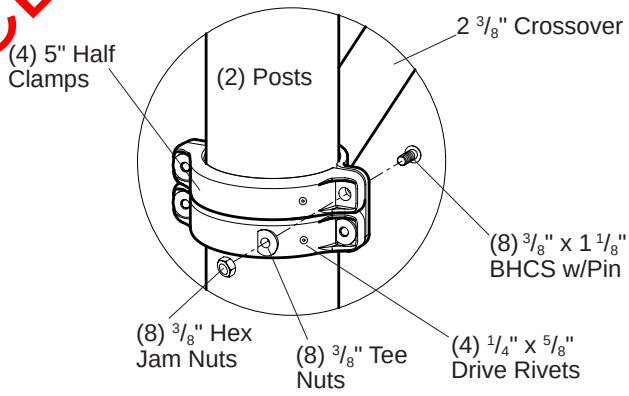
DETAIL
TRACK ATTACHMENT



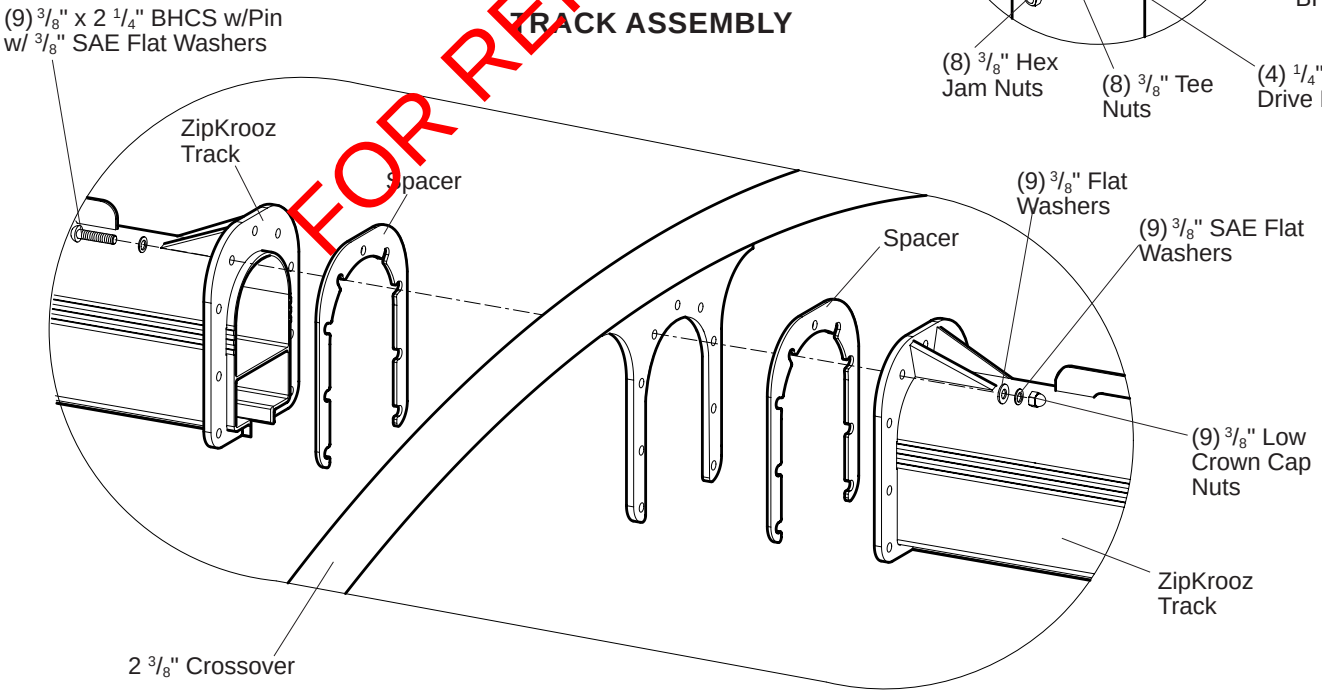
DETAIL
BUMPER ASSEMBLY



DETAIL
CROSSOVER ATTACHMENT



DETAIL
TRACK ASSEMBLY



FOR REFERENCE ONLY

Kids In Motion **196212 ZipKrooz®, Assisted, 34 Ft.**

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763)

© 2022 by Landscape Structures. All rights reserved.

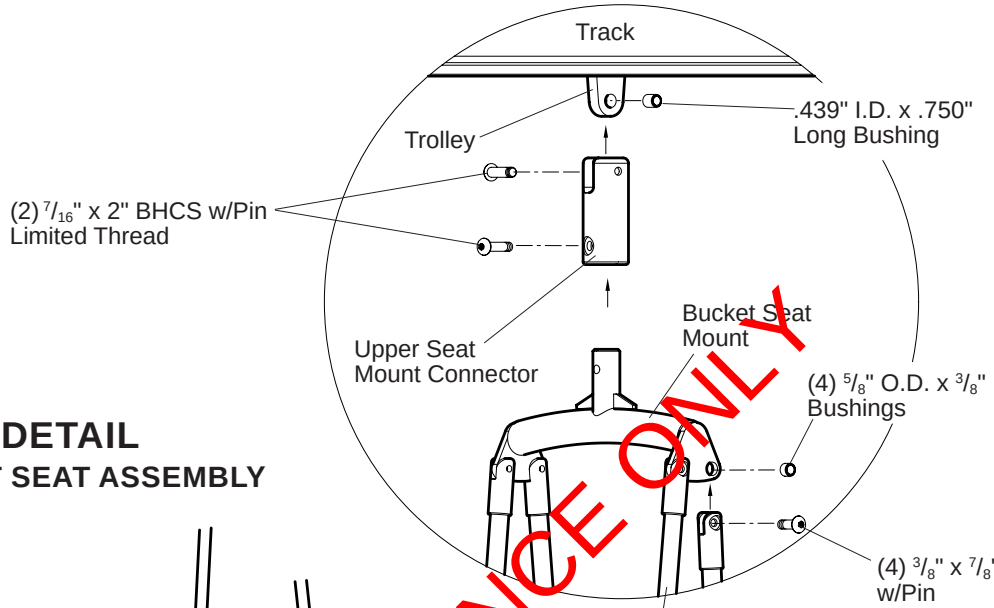
landscape structures®

ISO 14001 CERTIFIED

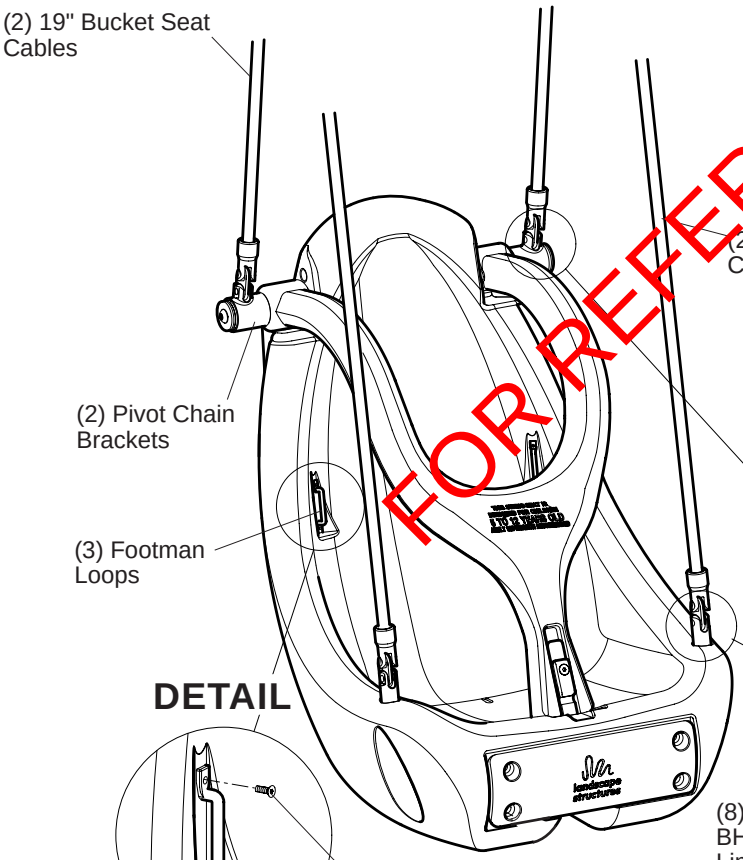
SAFETY NOTE

Choose a protective surfacing materi
has a Critical Height Value of at least the
height of the Highest Accessible Part/Fall
Height of the adjacent equipment. (Ref.
ASTM F1487.)

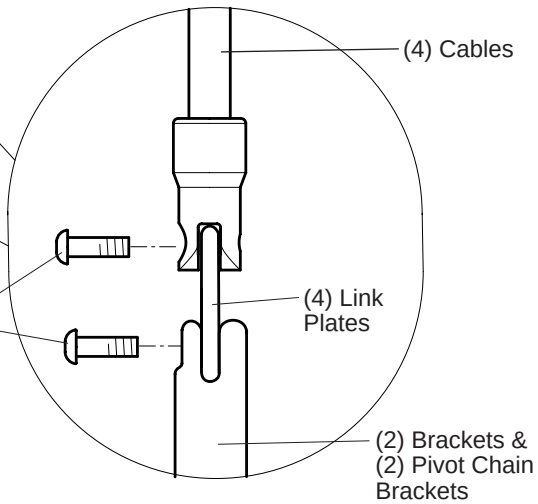
DETAIL
BUCKET SEAT ATTACHMENT



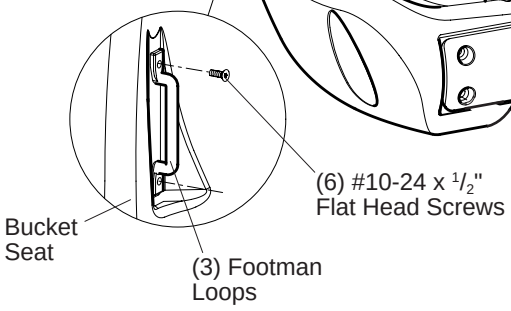
DETAIL
BUCKET SEAT ASSEMBLY



DETAIL
BRACKET



DETAIL



FOR REFERENCE ONLY

Kids In Motion 196212 ZipKrooz®, Assisted, 34 Ft.

© 2022 by Landscape Structures. All rights reserved.

Kids In Motion 196212 ZipKrooz®, Assist[illegible]t.

landscape structures®

Parts List

Part#	Description	Qty.
100610	1/4" x 5/8" Drive Rivet, AL/SST	16
105327	5" Half Clamp, Specify Color	16
199896	Crossover Beam, Specify Color	2
107470	84" Steel Post w/Cap, SM, Specify Color	2
198216	116" Steel Post w/Cap, SM, Specify Color	4
107520	116" Steel Post w/Cap, DB, Specify Color	2
198214	148" Steel Post w/Cap, DB, Specify Color	4
107623	84" Aluminum Post w/Cap, SM, Specify Color	2
198217	116" Aluminum Post w/Cap, SM, Specify Color	4
107694	116" Aluminum Post w/Cap, DB, Specify Color	2
198215	148" Aluminum Post w/Cap, DB, Specify Color	4
142136	Bumper, Black	2
259433	Bucket Seat Assembly w/Harness, Specify Color	1
205138	2 3/8" Crossover, Specify Color	1
205042	Curved ZipKrooz Track, Specify Color	2
205855	Upper Seat Mount Connector, Aluminum	1
205861	Bucket Seat Mount, Specify Color	1
196328	36" Bucket Seat Cable, Black	2
196329	19" Bucket Seat Cable, Black	2
296855	ZipKrooz Trolley Assembly, Black	1
205192	Spacer, Aluminum	2
206171	**ZipKrooz 34 Ft. Hardware Package**	1
100198	3/8" x 1 1/8" BHCS w/Pin, SST	8
113027	3/8" x 1 3/8" BHCS w/Pin, SST	24
100201	5/8" x 1 1/2" BHCS w/Pin, SST	4
100349	3/8" Low Crown Cap Nut, SST	9
100351	3/8" Tee Nut, SST	32
100365	3/8" SAE Flat Washer, SST	18
100362	3/8" Flat Washer, SST	[illegible]
100366	5/8" Flat Washer, SST	4
100199	3/8" x 2 1/4" BHCS w/Pin, SST	[illegible]
121105	6 7/16" Aluminum Pipe Bolt	2
115176	ASTM HD Surface Warning Label	2
156846	Play Safe Label, 2-12 YRS.	2
182212	Entanglement Warning Label	2
182213	Hot Surface Warning Label	2
128296	3/8" Hex Jam Nut, SST	32
254290	**Assisted Bucket Seat w/Yoke Hdw. Package**	1
100290	3/8" x 7/8" BHCS w/Pin Limited Thread, SST	12
106035	Seat Mounting Bracket	2
127179	5/8" O.D. x 3/8" Long Bushing, SST	4
207709	Footman Loop, SST	3
162462	#10-24 x 1/2" Flat Head Screw, SST	6
196321	5/16" x 1" x 2 1/2" Link Plates, SST	4
157704	7/16" x 2" BHCS w/Pin Limited Thread, SST	2
203702	.439" I.D. x .750" Long Bushing, SST	1
183388	**4-Hole (SM) Hardware Package**	6
100322	½" Standard Hex Nut, SST	24
100363	½" Flat Washer, SST	24
176046	½" x 3 3/4" Expansion Anchor	24

DB = Direct Bury
SM = Surface Mount

Specifications

Track: Extruded from 6005-T4 aluminum alloy. Finish: ProShield®, color specified.

Bumper: Urethane, black in color.

Spacer: .190"(4,82 mm) Thick aluminum sheet.

Bucket Seat Assy.: **(Bucket Seat & Yoke)** Rotationally molded from U.V. stabilized linear low density polyethylene, color specified. **(Pipebolt)** Made from 1.125" (28,58 mm) O.D. 6005-T5 threaded annodized aluminum tube. **(Bearings)** UHMW PE lubricated. **(Brackets)** Made from 356-T6 aluminum.

Bucket Seat Mount: Weldment comprised of 1.42" (36,06 mm) diameter stainless steel, 1.660" (42,16 mm) O.D. RS20 (.085"-.095") (2,16 mm-2,41 mm) wall galvanized steel tubing, 3/8" (9,53 mm) thick HRPO steel plate and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield®, color specified.

Posts: See PlayBooster® (PB) General Specifications.

Seat Mounting Bracket: Cast from 535 aluminum magnesium.

Trolley Assy.: Steel body with urethane rollers. Completely assembled. Steel Body Finish: ProShield®, black in color.

Bucket Seat Bumper: Molded from U.V. stabilized black EPDM rubber encapsulating 11 GA (.120") (3,05 mm) HRPO steel sheet.

ZipKrooz Crossover: Weldment comprised of 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,55 mm) wall galvanized steel tubing, 3/8" (9,52 mm) thick HRPO steel plate and 1/4" (6,35 mm) thick HRPO steel. Finish: ProShield®, color specified.

Crossover: Weldment comprised of tee clamps and a 5" (127 mm) O.D. extruded 6005-T5 aluminum alloy tube with a .125" (3,17 mm) wall Finish: ProShield, color specified.

Cable Assembly: **(Cable)** Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core. **(Cable Connectors)** 6063-T6 aluminum.

Clamp: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Time: **(DB)** Approx. 10 man hours
(SM) Approx. 9 man hours

Min. Area Req.: 50' 8" x 21' 5" (15,44 m x 6,53 m)

Concrete: **(DB)** Approx. 10.69 cu. ft.

Weight: **(DB)** 843 lbs. Steel
(DB) 553 lbs. Aluminum
(SM) 771 lbs. Steel
(SM) 535 lbs. Aluminum

Max. Fall Height: 105" (2,67 m)

FOR REFERENCE ONLY

Installation Instructions

1) **(Direct Bury)** Dig footings as shown. Refer to the Plan View Footing Layout.

2) Attach 5" crossover beams to posts at height shown. Refer to the Beam Attachment Detail.

3) Attach 2 $^{3}/_{8}$" crossover beams to posts at height shown. Refer to the Beam Attachment Detail.

4) Attach the ZipKrooz tracks to the center of the crossover beams. Refer to the Track Attachment Detail..

5) Attach the ZipKrooz tracks to 2 $^{3}/_{8}$" crossover beam. Refer to the Track Assembly Detail. **IMPORTANT:** *Straight section of ZipKrooz tracks must be level.*

6) Insert trolley assembly, then bumpers into track ends. Line up hole in bumper with collars on track and insert pipe bolt. Fasten with $^{5}/_{8}$" x 1 $^{1}/_{2}$" BHCS w/pin and $^{5}/_{8}$" flat washers. Refer to the Bumper Detail.

7) **(Direct Bury)** With posts plumb and decks level, pour concrete footings. Refer to the Direct Bury Detail. **NOTE:** *Allow concrete to cure for 72 hours before attaching cable with pod to trolley.*

   (Surface Mount) Drill $^{1}/_{2}$" x 3" deep holes through post plates using hammer drill and $^{1}/_{2}$" masonry bit. Tap expansion anchors into drilled holes. Fasten 5" posts to expansion anchors using $^{1}/_{2}$" standard hex nuts with $^{1}/_{2}$" flat washers.

8) Attach upper seat mount connector and bucket seat mount to trolley. Refer to the Bucket Seat Attachment Detail.

9) Insert seat mounting brackets into molded-in holes in front of bucket seat. Refer to Bucket Seat Assembly Details.

10) Attach ends of cables to pivot brackets and seat mounting brackets. Refer to Bucket Seat Assembly Details.

11) Attach cables to bucket seat mount. Refer to the Bucket Seat Attachment Detail.

12) Attach footman loops to bucket seat. Refer to the Bucket Seat Assembly Detail. **NOTE:** *Footman loops are used for seat belts (not included).*

13) Install $^{1}/_{4}$" x $^{5}/_{8}$" drive rivets in all 5" half clamps. Refer to the Typical Tee Clamp Spec Sheet.

14) Apply Labels, as shown.

15) Install protective surfacing before users are allowed to play on the component.

FOR REFERENCE ONLY

landscape structures®

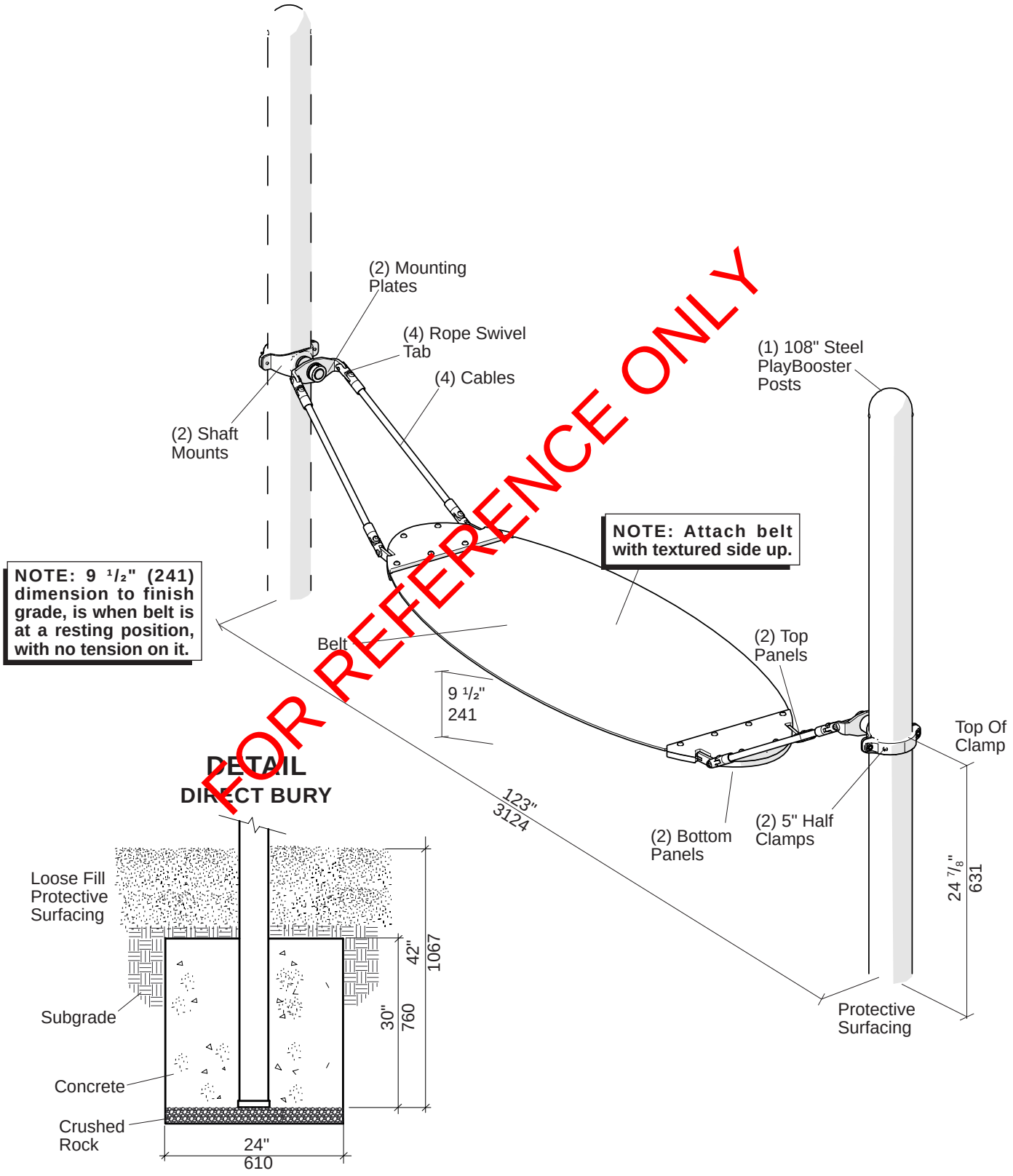
ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

Choose a protective surface that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

23206000



FOR REFERENCE ONLY

PlayBooster® 193176 Boogie Board™

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763)

© 2020 by Landscape Structures. All rights reserved.

landscape structures®

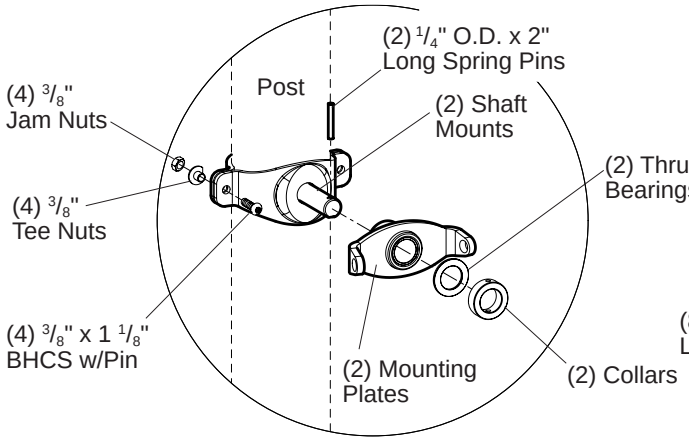
ISO 14001 CERTIFIED

ISO 9001 Certified

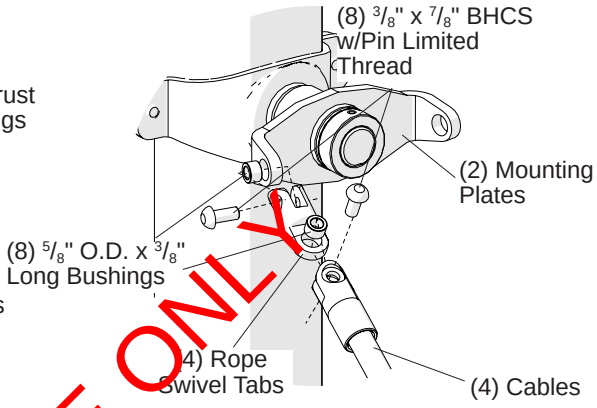
SAFETY
Choose a protective su[illegible] has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

232060a

DETAIL
SHAFT MOUNT ASSEMBLY

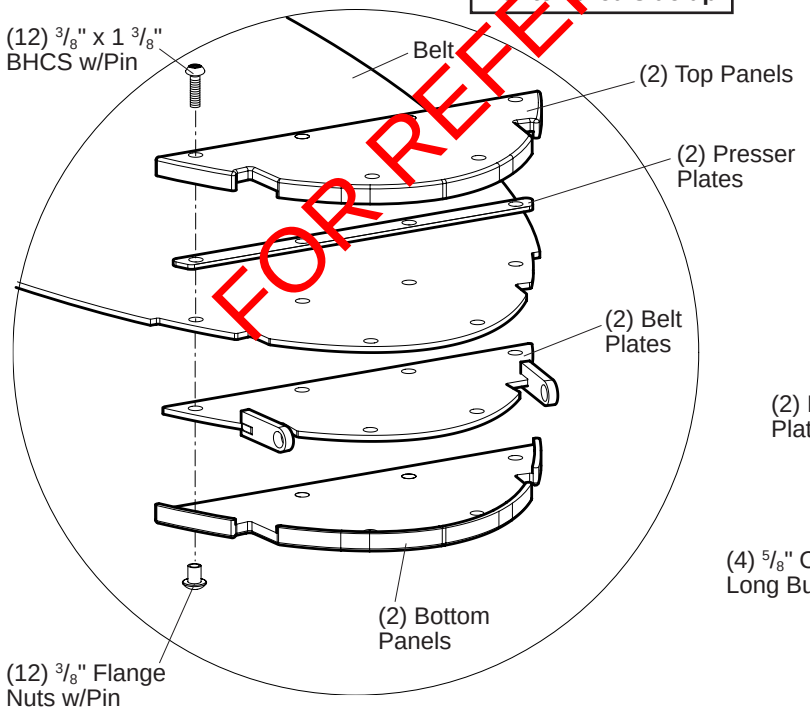


DETAIL
CABLE ATTACHMENT

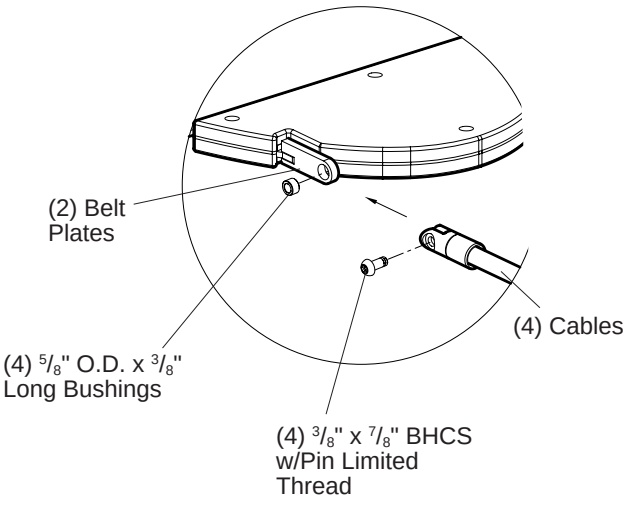


DETAIL
BELT PLATE ATTACHMENT

NOTE: Attach belt with textured side up.



DETAIL
BOOGIE BOARD ATTACHMENT



FOR REFERENCE ONLY

© 2020 by Landscape Structures. All rights reserved.

PlayBooster® Fun 193176 Boogie Boa

landscape structures®

Parts List

Part#	Description	Qty.
100610	1/4" x 5/8" Drive Rivet, AL/SST	2
105327	5" Half Clamp, Specify Color	2
140619	108" Steel Post w/Cap, 42" DB, Specify Color	1
228417	Belt, Specify Color	1
194377	Belt Plate, Specify Color	2
273374	Top Panel, Specify Color	2
194379	Bottom Panel, Specify Color	2
198514	Mounting Plate, Specify Color	2
194381	Shaft Mount, Specify Color	2
278154	22" Cable, Specify Color	4
196831	Presser Plate, Specify Color	2
218781	Rope Swivel Tab	4
267017	**Boogie Board Hardware Package**	1
100198	3/8" x 1 1/8" BHCS w/Pin, SST	4
113027	3/8" x 1 3/8" BHCS w/Pin, SST	12
100290	3/8" x 7/8" BHCS w/Pin Limited Thread, SST	12
100351	3/8" Tee Nut, SST	4
100353	3/8" Flange Nut w/Pin, SST	12
121135	1/4" O.D. x 2" Long Spring Pin, SST	2
127179	5/8" O.D. x 3/8" Bushing, SST	12
128296	3/8" Jam Nut, SST	4
120302	Collar, SST	2
149200	Thrust Bearing	2

Specifications

Post: See PlayBooster® (PB) General Specifications.

Mounting Plate: Weldment comprised of 3/8" (9,53 mm) thick SST and 2" (50,8 mm) O.D. x 1.50 " (38,1 mm) I.D. stainless steel housing. Finish: ProShield®, color specified. (Oilite Bronze Bearing) 1.500" (38,1 mm) O.D. x 1.257" (31,92 mm) I.D.

Shaft Mount: Weldment comprised of 1/4" (6,35 mm) thick HRPO flat steel and 1" (25 mm) diameter stainless steel shaft. Finish: ProShield®, color specified.

Belt Plate: Weldment comprised of 3/8" (9,53 mm) thick HRPO sheet steel and 1/4" (6,35 mm) thick HRPO sheet steel. Finish: ProShield®, color specified.

Presser Plate: Fabricated from7 GA. (.179") (4,54 mm) thick HRPO sheet steel. Finish: ProShield®, color specified.

Cable Assembly: **(Cable)** Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core. **(Cable Connectors)** 6063-T6 aluminum.

Panels: Permalene®, color specified.

Belt: .315" (8,00 mm) Thick mini rough top rubber belting with polyester fabric plys, black in color.

Clamps: Cast Aluminum. Finish: ProShield®, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Time: Approx. 3 man hours
Weight: 110 lbs.
Concrete: Approx. 7.85 cu. ft.
Fall Height: 24" (0,61 m)

Specifications are subject to change without notice.

Installation Instructions

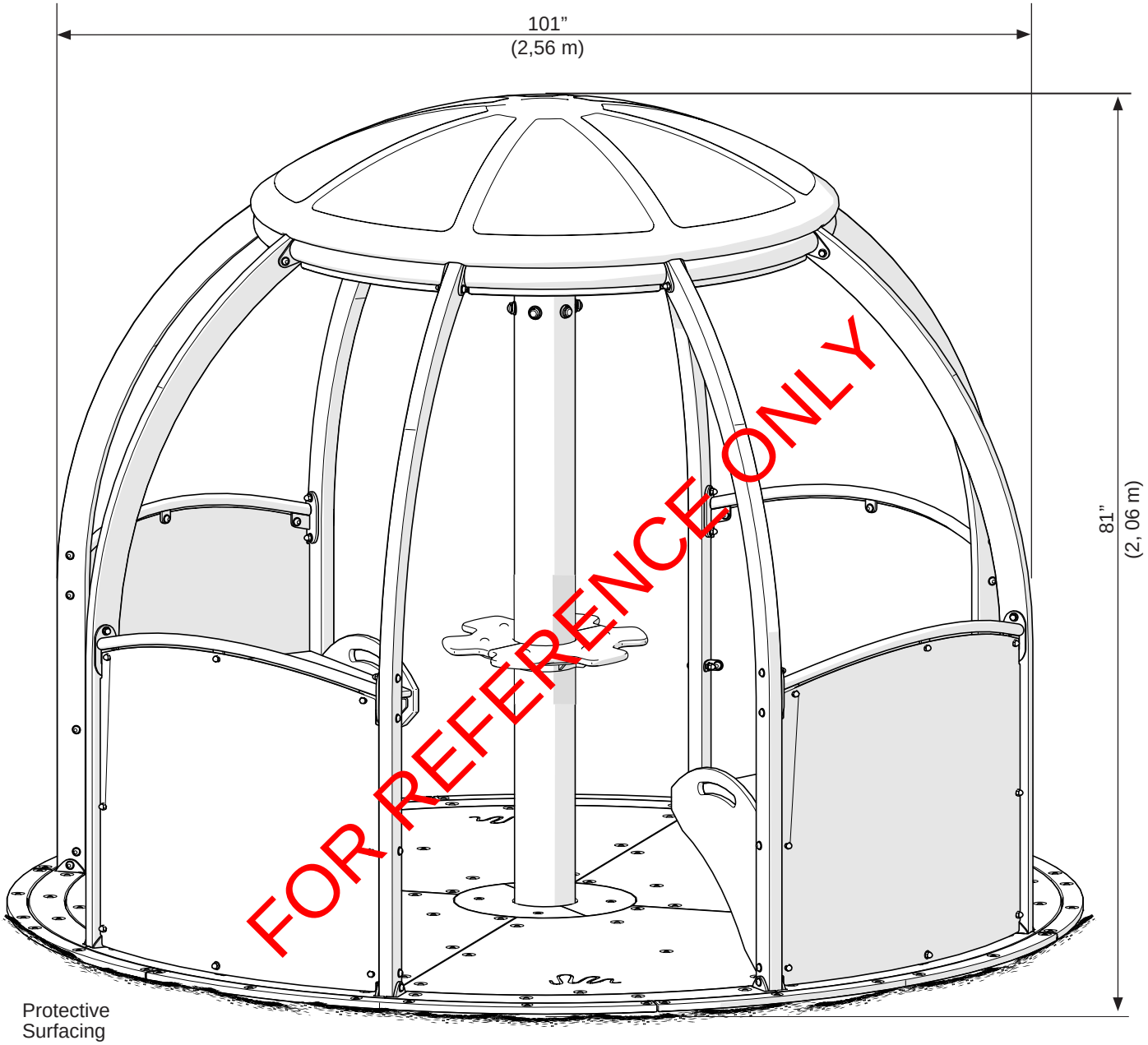
1) **(Direct Bury)** Dig footings to dimensions shown.
2) Attach shaft mounts to posts at height shown. Refer to the Shaft Mount Assembly Detail.
3) Slide mounting plate, thrust bearing, and collar onto shaft mount shaft. Line up hole in collar with hole in shaft. Tap 1/4" O.D. x 2" long spring pin through collar and shaft. Refer to the Shaft Mount Assembly Detail.
4) Attach belt plates, presser plates and panels to belt. Refer to the Belt Plate Attachment Detail.
5) Insert 5/8" O.D. x 3/8" long bushings into belt plate tabs. Attach cables to belt plate tabs. Refer to the Boogie Board Attachment Detail.
6) Insert 5/8" O.D. x 3/8" long bushings into mounting plate holes. Attach cables to mounting plates. Refer to the Cable Attachment Detail.
7) With post plumb, pour concrete footing. Allow concrete footings to cure for a minimum of 72 hours before users are allowed to play on the structure.
8) Install 1/4" x 5/8" drive rivets in 5" half clamps. Drill through hole in 5" half clamps and into 3" post with a 1/4" or "F" (only) drill bit, insert drive rivet in hole through clamp and into post. Hammer drive rivet pin in until flush with head. Refer to the Typical Offset Hanger Clamp Spec Sheet.
9) Install protective surfacing before users are allowed to play on the structure.

FOR REFERENCE ONLY

ECO # 0101990 Document 27815600 replaces 27337500. Update Cable to 22". 12/15/2020 Added specify color to cable parts.

SAFETY NOTE

Choose a protective surfacing m
has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



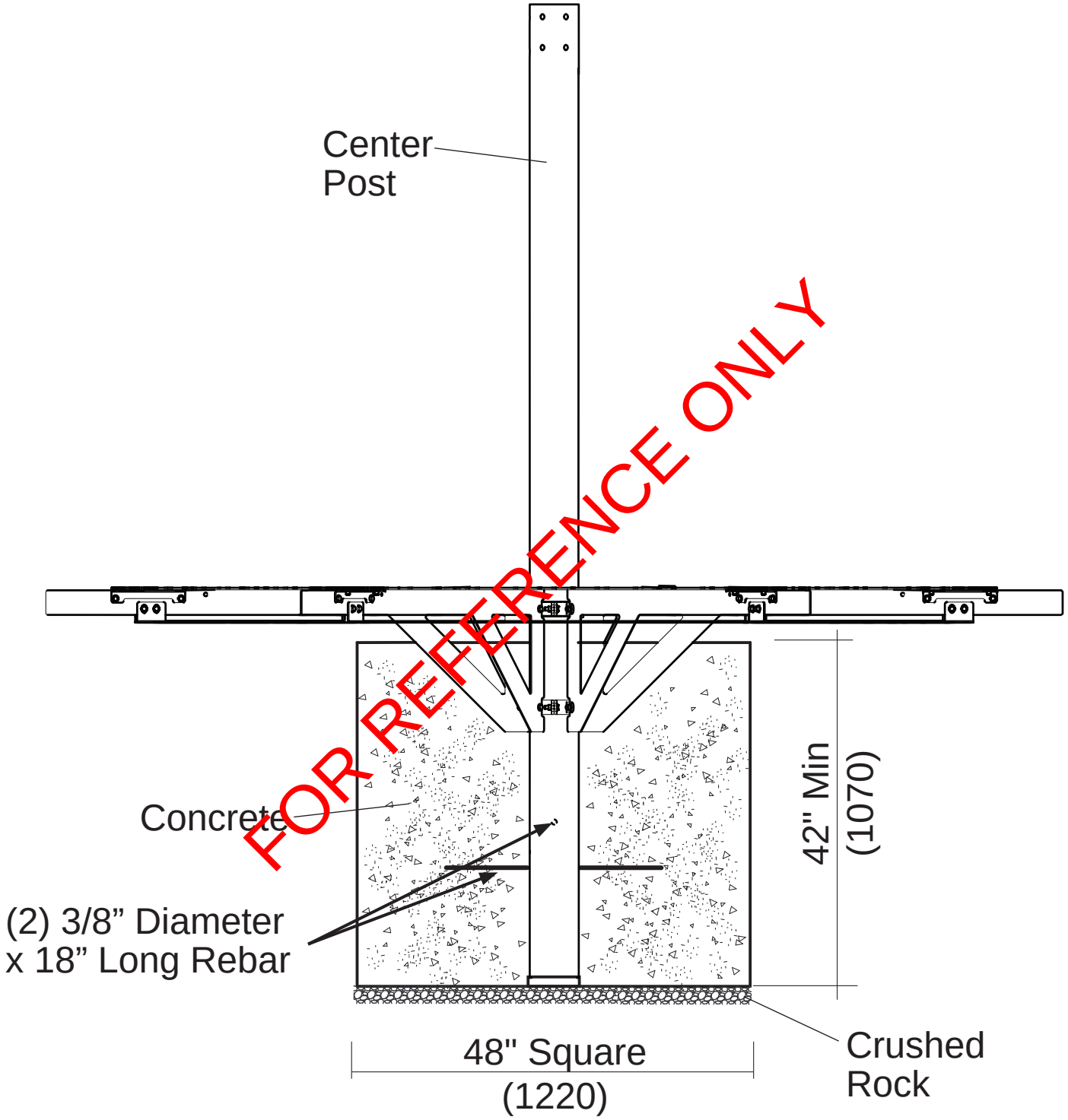
Scan the QR Code to the right, or type the URL into a browser to view the video

https://bit.ly/2ESCwd0

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

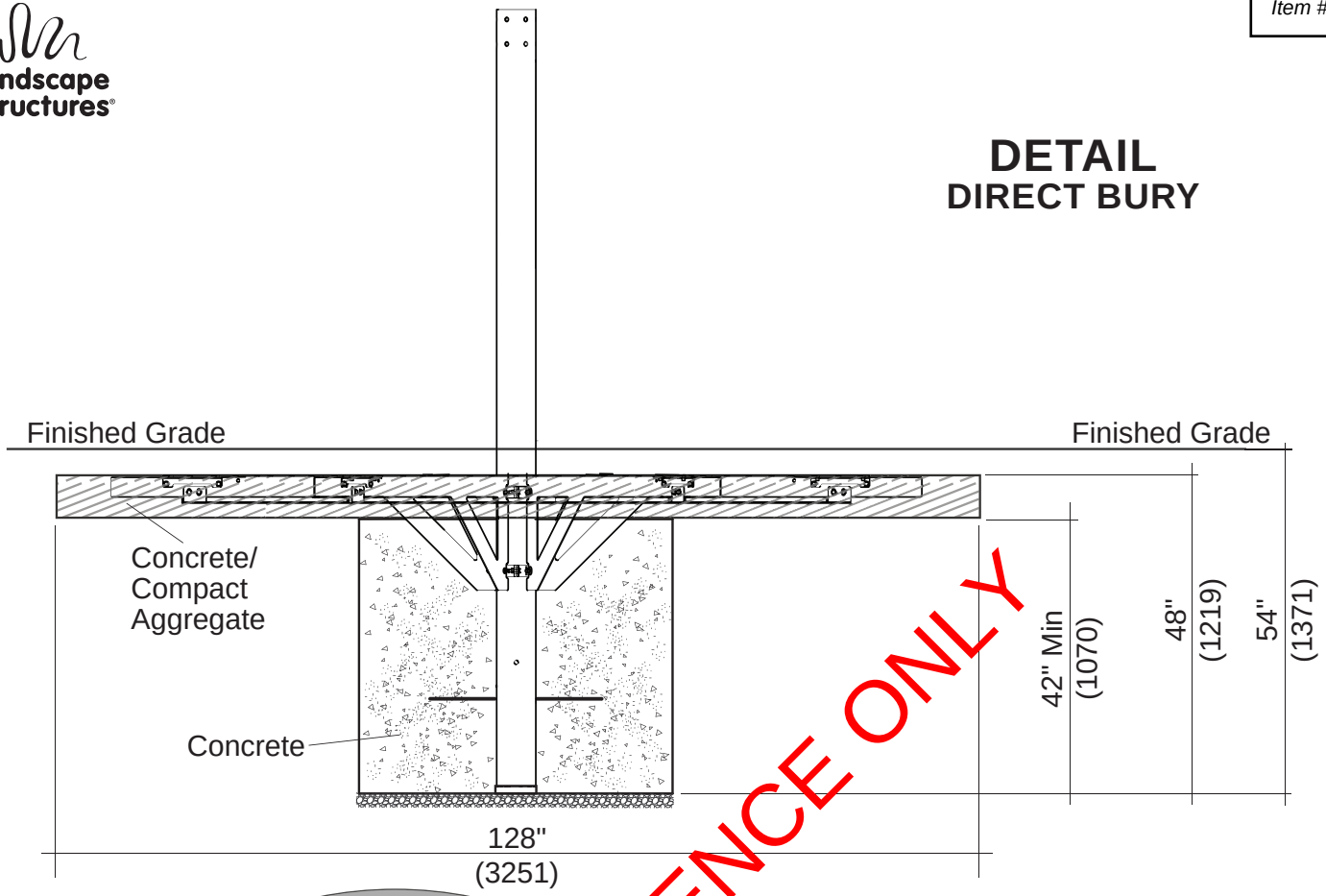
DETAIL
DIRECT BURY



601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

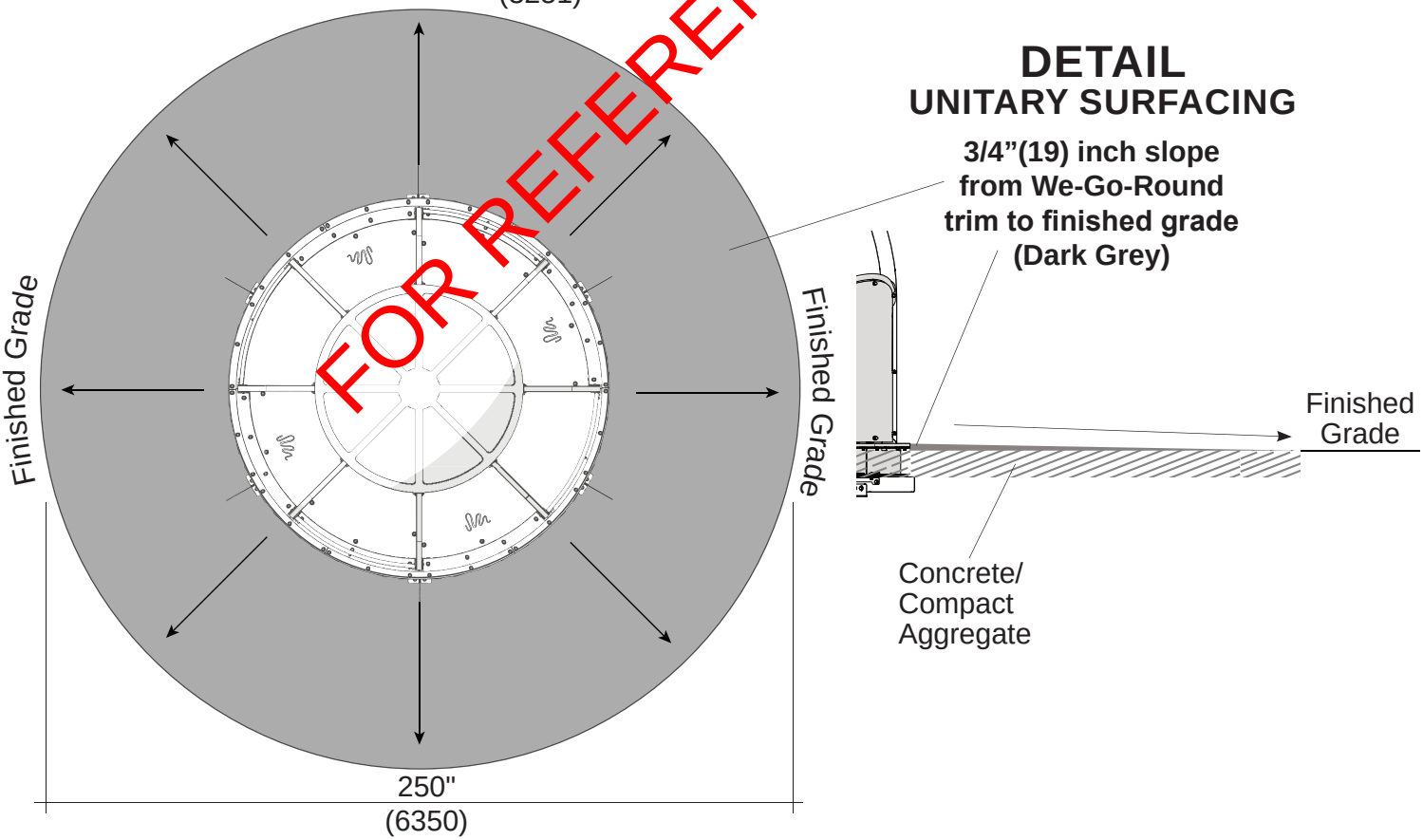
landscape structures®

DETAIL
DIRECT BURY



FOR REFERENCE ONLY

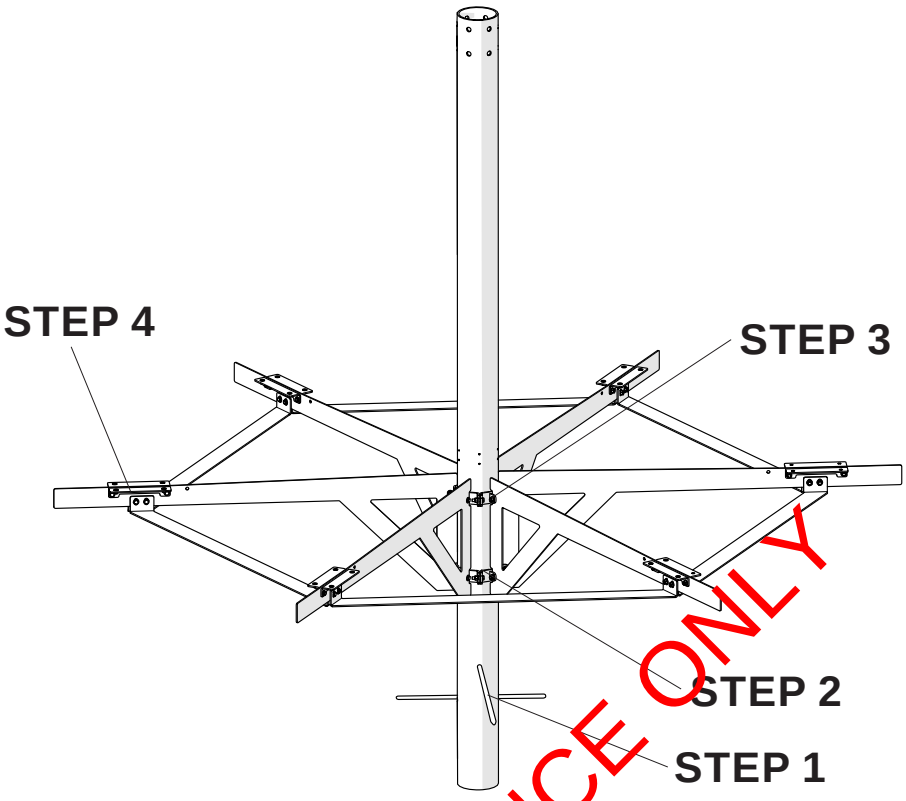
DETAIL
UNITARY SURFACING



601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

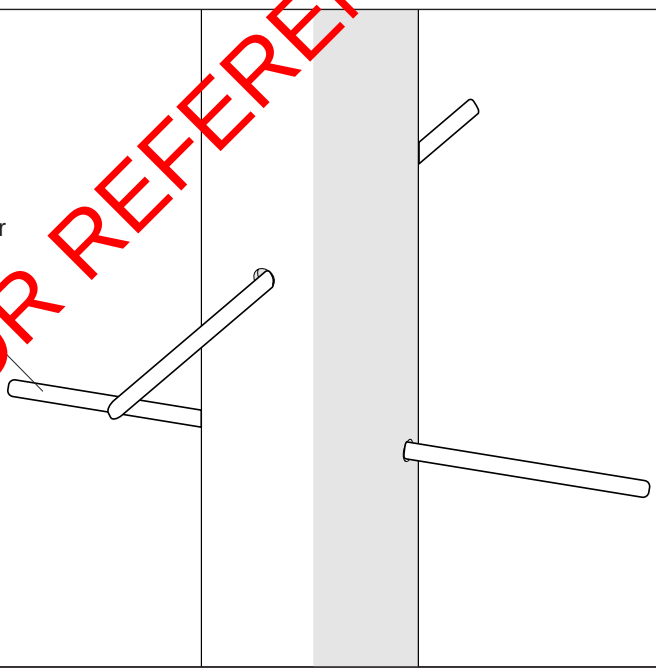
FOUNDATION I



FOR REFERENCE ONLY

STEP 1

(2) 3/8” Diameter x 18” Long Rebar

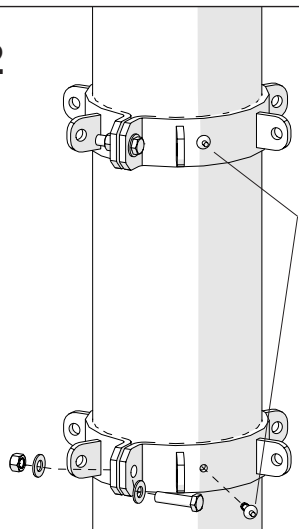


1x	6.0 OD x .25” x 119.50” Post (289361)	2x	3/8” x 18” Rebar (222399)

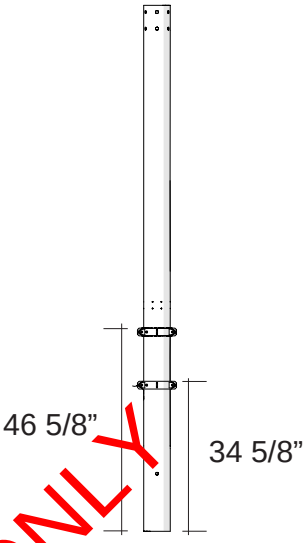
601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

STEP 2



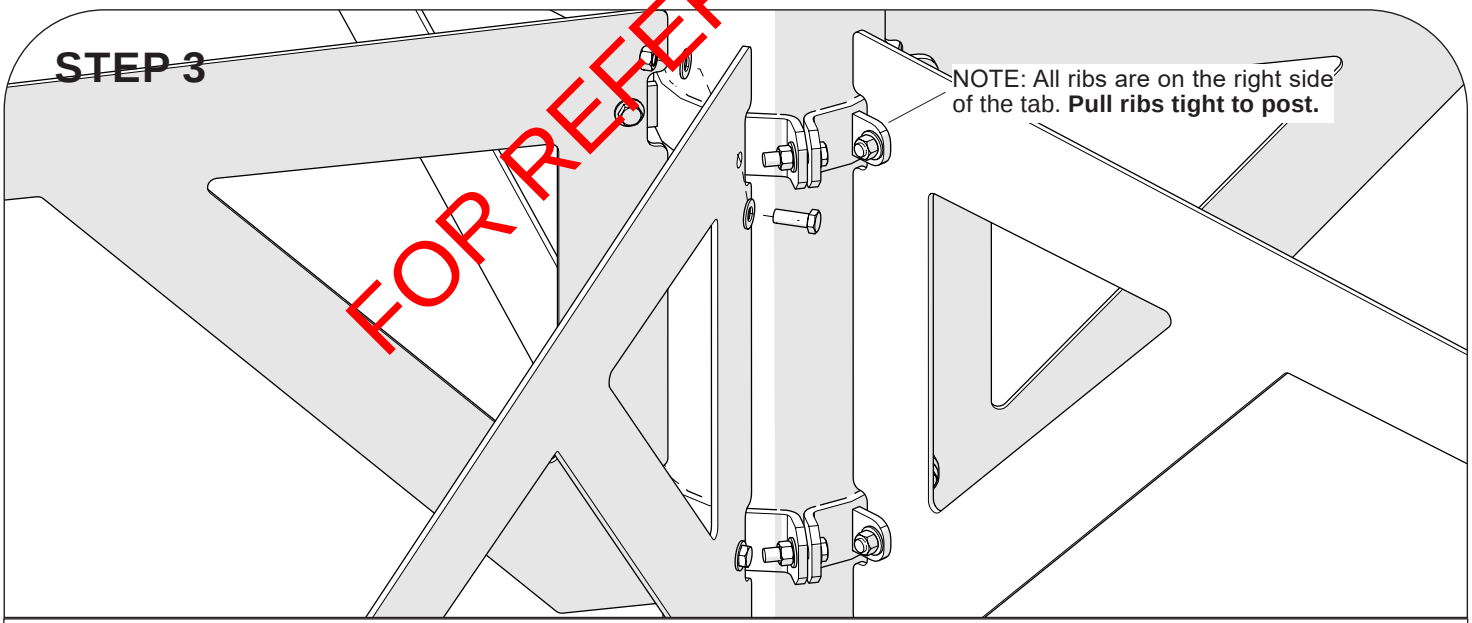
NOTE: Rivets will set clamp height and orientation.



4x	Rib Clamp (249292)	4x	⅜” x 1 ½” Hex Screw (100208)
2x	1/4 x 5/8" Drive Rivet (10610)	8x	3/8" SAE Washer (100365)
4x	3/8" Standard Hex Nut (100327)		

FOR REFERENCE ONLY

STEP 3



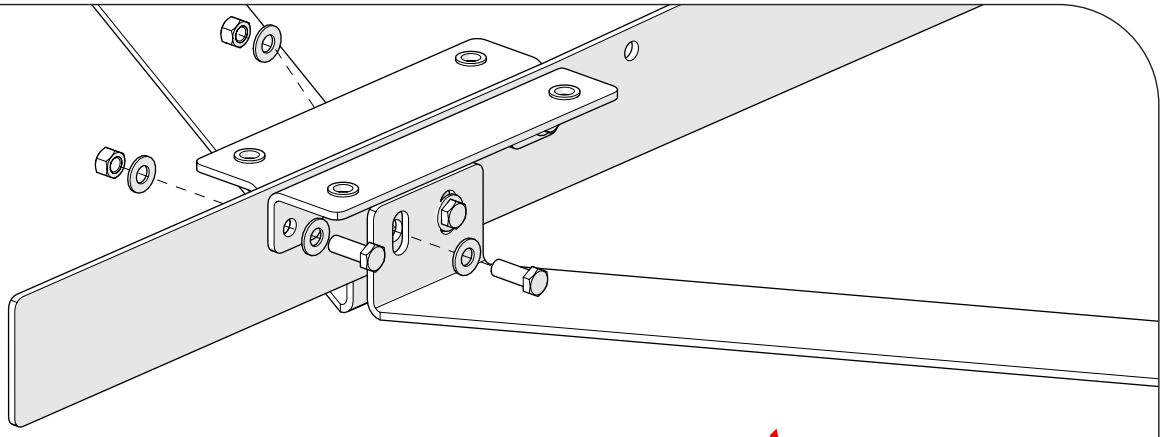
NOTE: All ribs are on the right side of the tab. **Pull ribs tight to post.**

6x	Rib (249295)	12x	⅜” x 1” Hex Screw (100206)
12x	3/8" Standard Hex Nut (100327)	24x	3/8" SAE Washer (100365)

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

STEP 4



12x	Rib Bracket (249299)	24x	⅜” x 1” Hex Screw (100206)
24x	3/8" Standard Hex Nut (100327)	48x	3/8" SAE Washer (100365)
6x	Rib Footer (249297)		

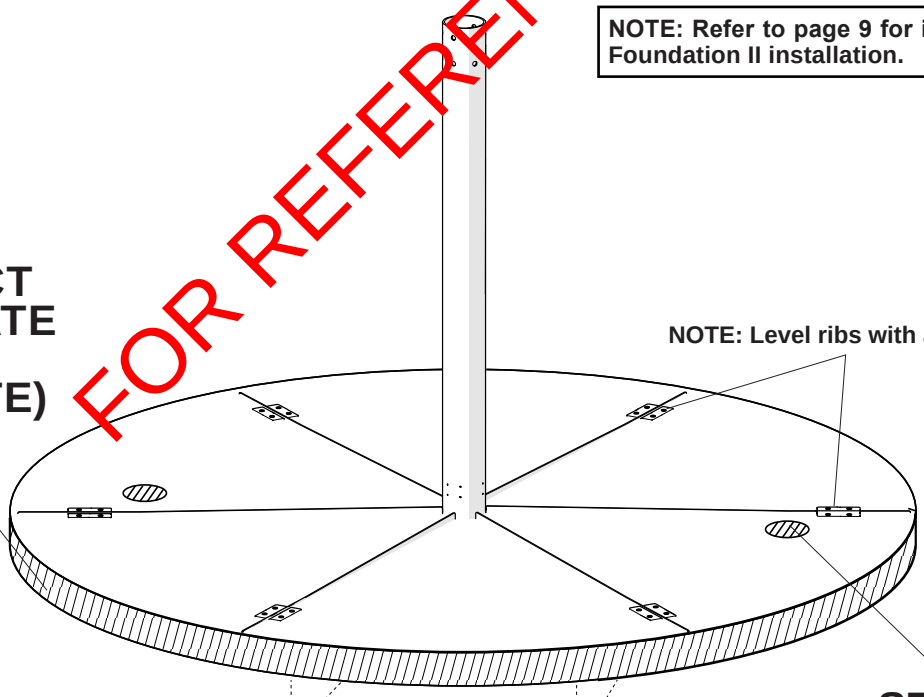
FOR REFERENCE ONLY

FOUNDATION II

NOTE: Refer to page 9 for in-field photos of Foundation II installation.

STEP 3 (COMPACT AGGREGATE OR CONCRETE)

NOTE: Level ribs with aggregate/concrete



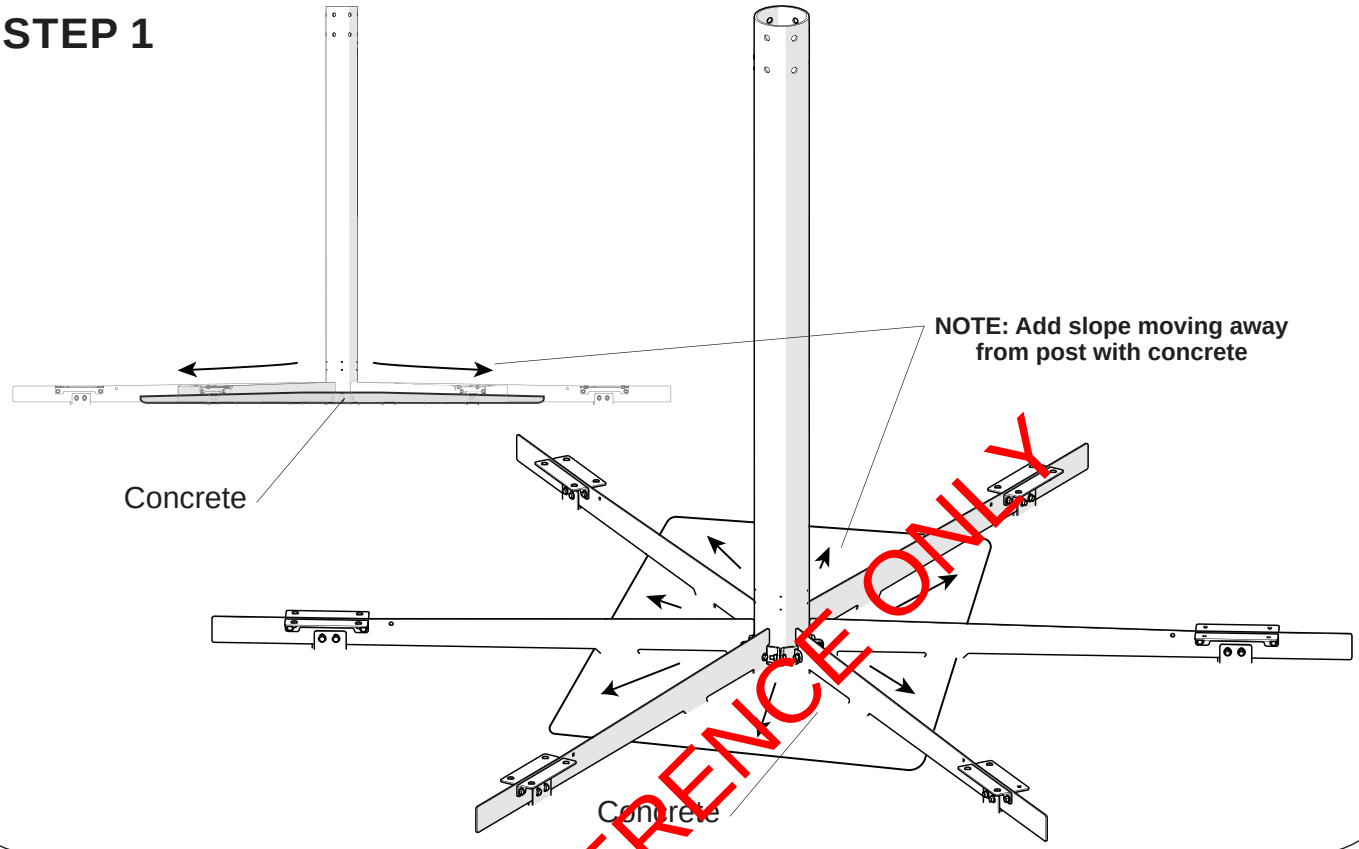
STEP 1 (CONCRETE)

STEP 2 (DRAINAGE)

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

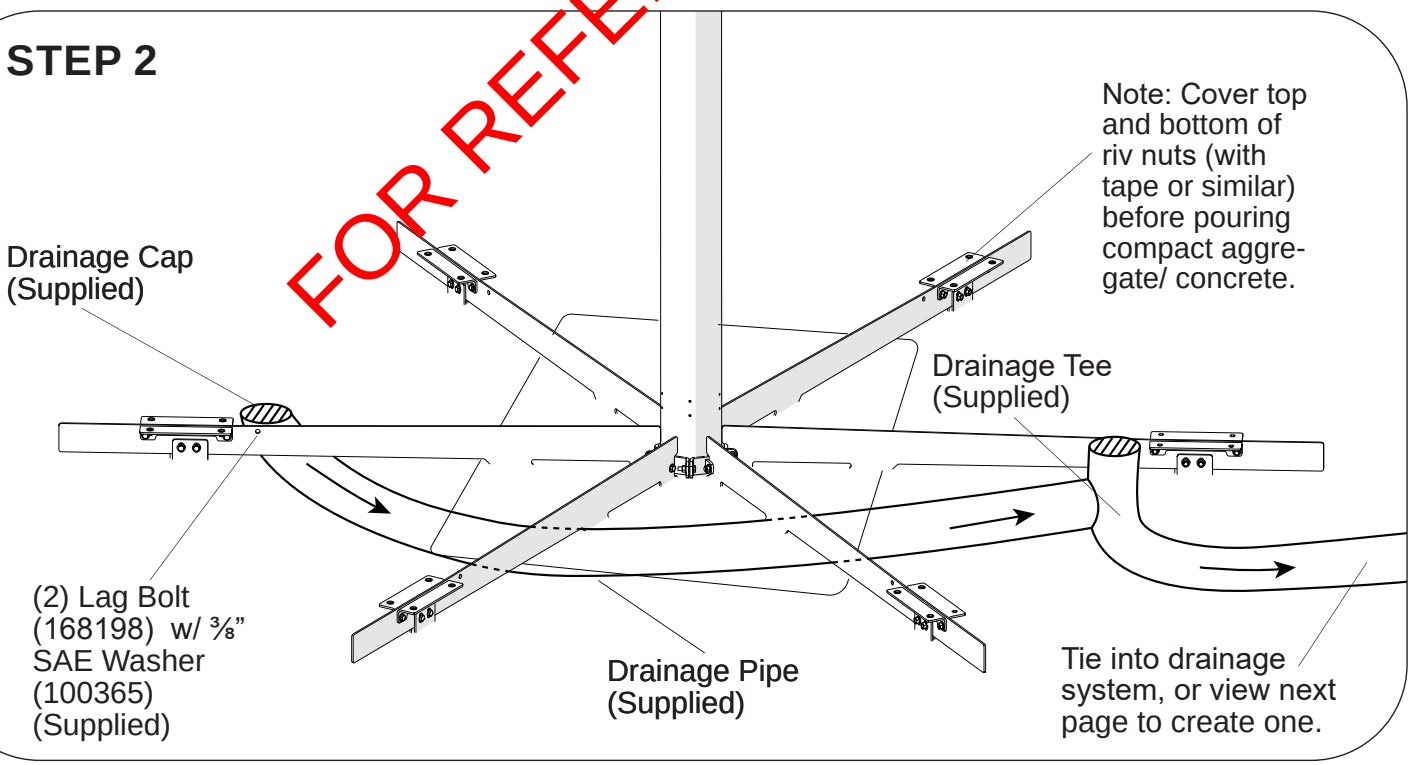
landscape structures®

STEP 1



FOR REFERENCE ONLY

STEP 2

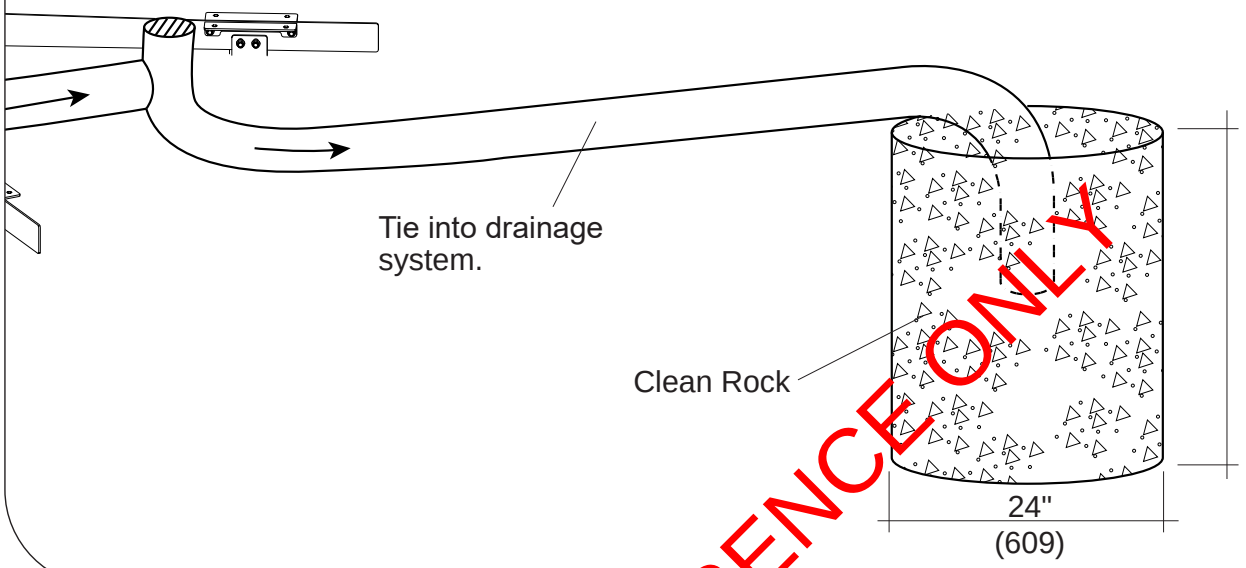


601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

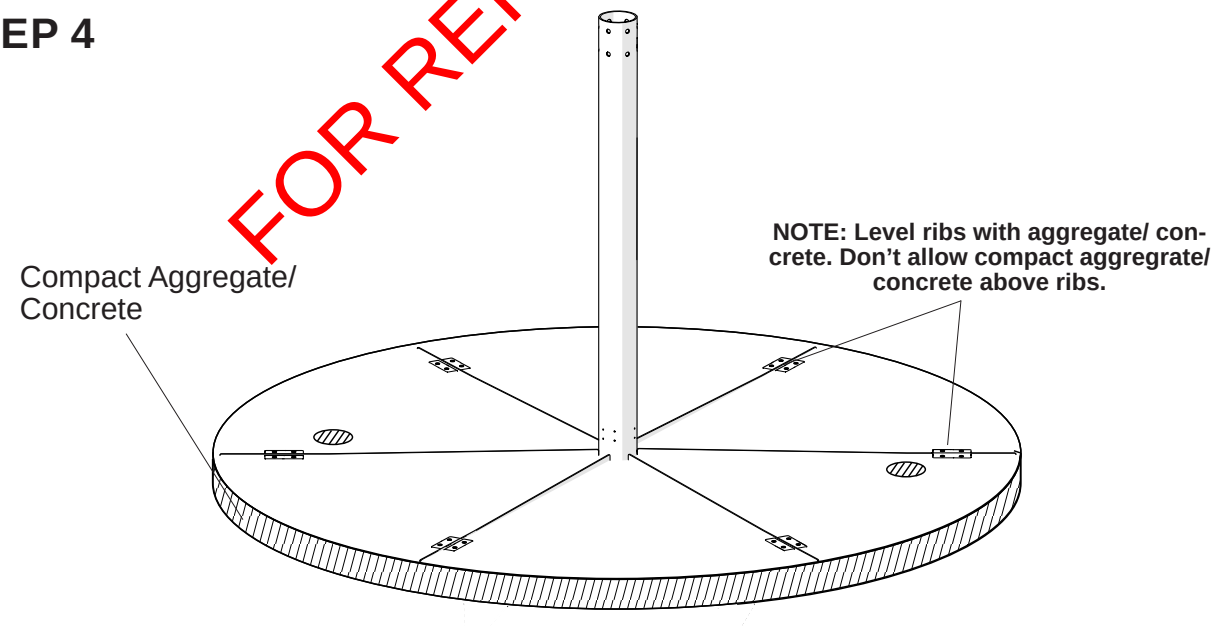
STEP 3

Note: For sites without an existing drainage system.



FOR REFERENCE ONLY

STEP 4



601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®





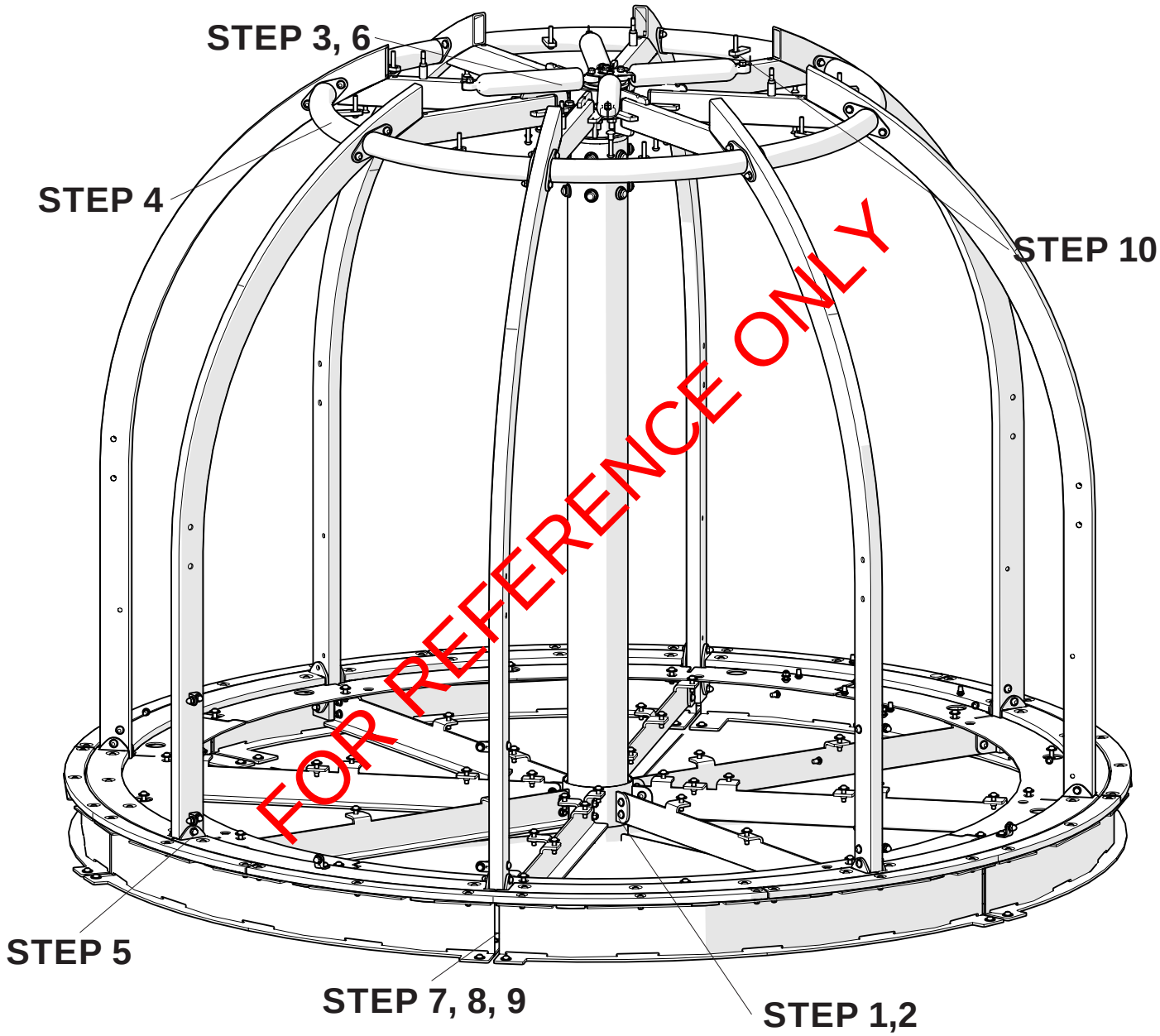
FOR REFERENCE ONLY



601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

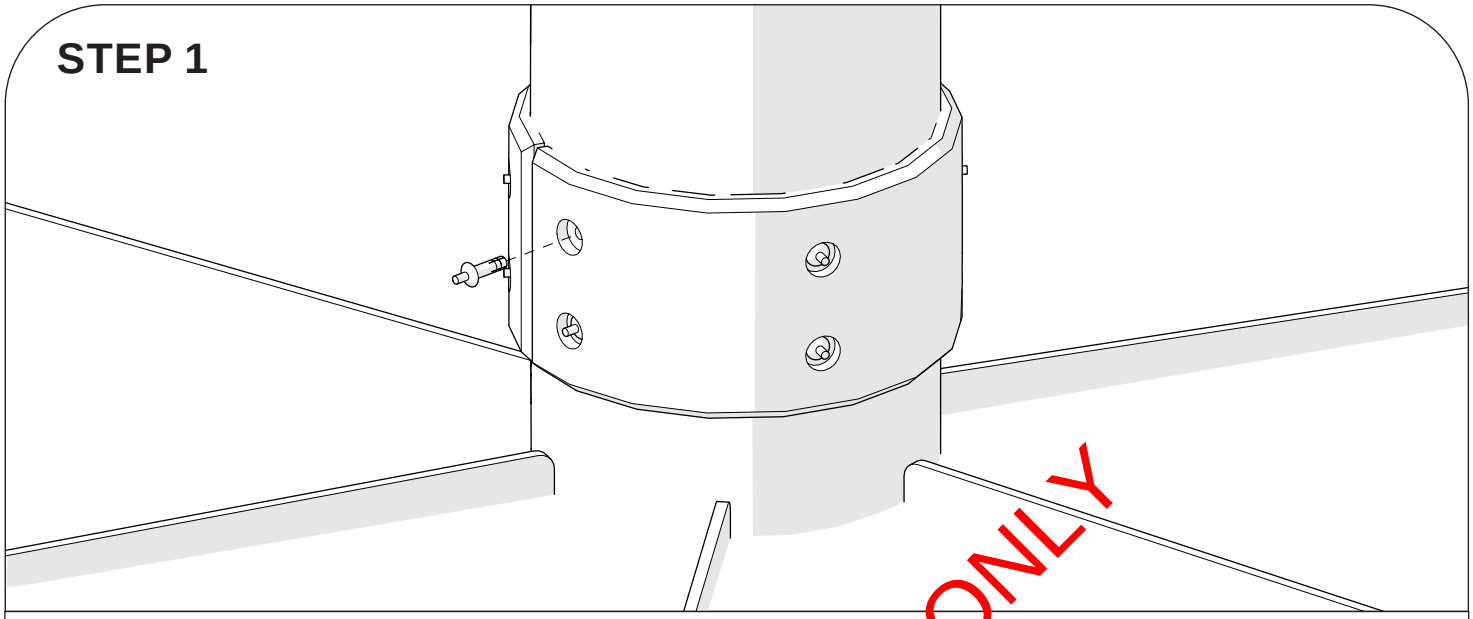
STRUCTURE



601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

STEP 1



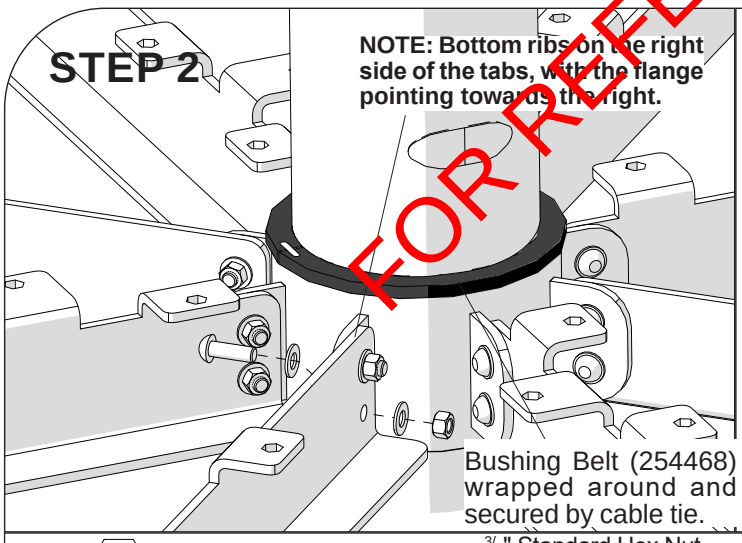
12x ¼" x ⅜" Drive Rivet (100611)

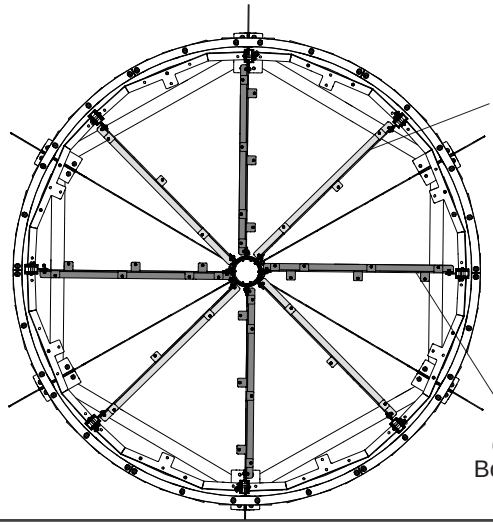
2x Bushing Tube (292617)

FOR REFERENCE ONLY

https://bit.ly/2T8GfGk

STEP 2





16x ⅜" Standard Hex Nut (100327)

4x 3 Tab Bottom Rib (249267)

4x 7 Tab Bottom Rib (249266)

1x Bushing Belt (254468)

16x ⅜ x 1 ¼" BHCS (100198)

32x ⅜" SAE Washer (100365)

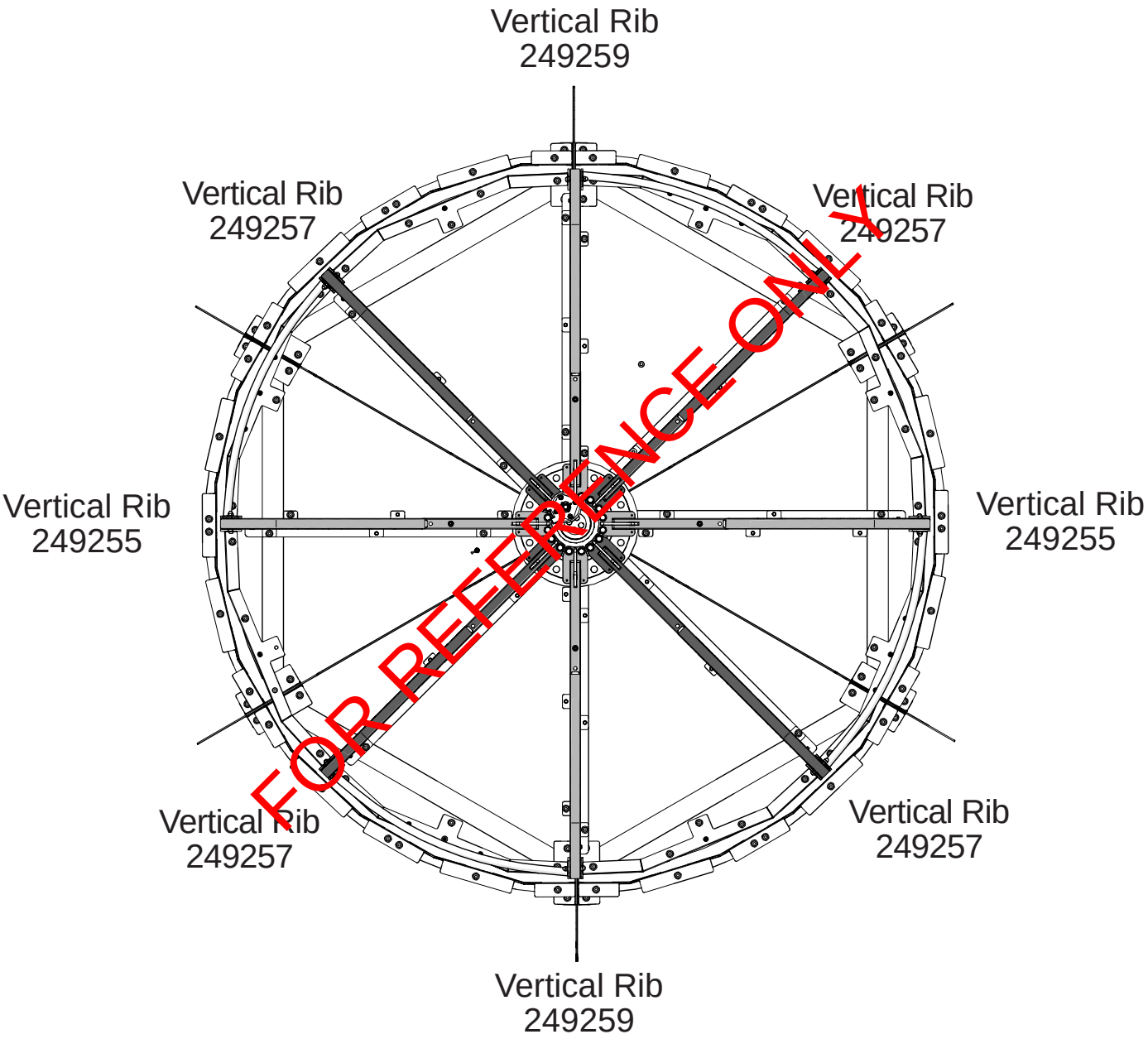
1x Bottom Rib Mount (248520)

1x Cable Tie 5 - 3/4" (109680)

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

REFERENCE FOR STEP 4

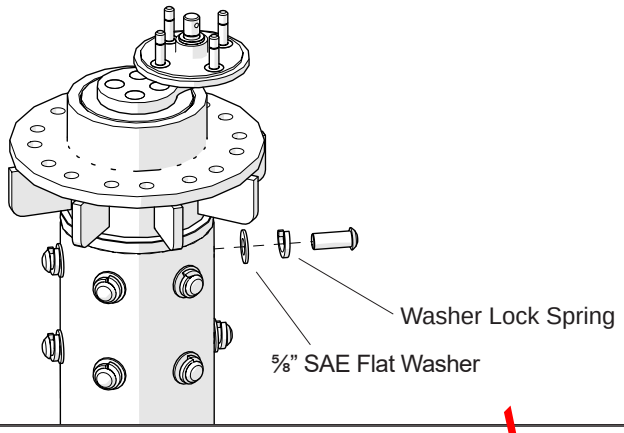
NOTE: Orientation of the Vertical ribs and 3 Tab/ 7 Tab Bottom ribs are independent of each other.



601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

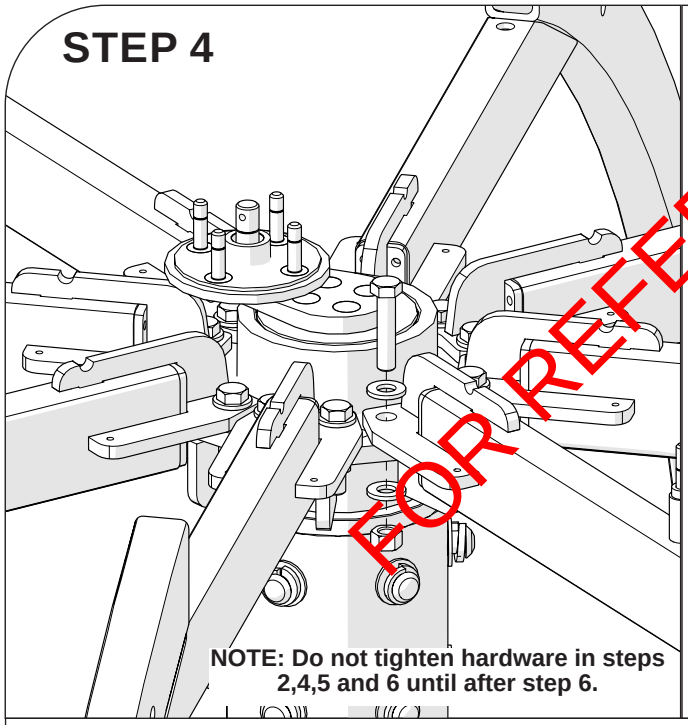
STEP 3



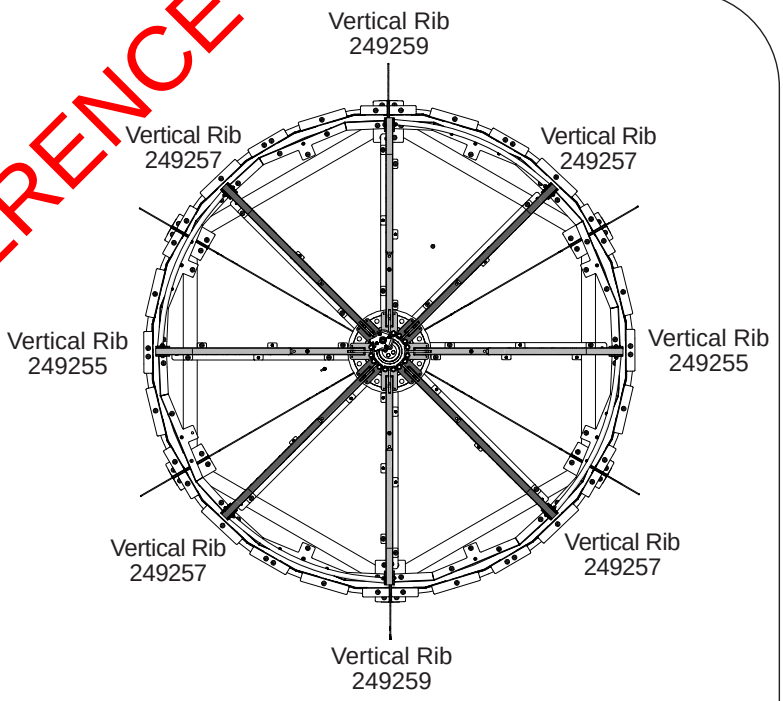
1x	1.25 Offset Bearing and Hub Assembly (254134)	12x	$^{5}/_{8}$ x 1 $^{1}/_{2}$" BHCS (100201)
12x	⅝" SAE Flat Washer (129500)	12x	Washer Lock Spring (175652)

FOR REFERENCE ONLY

STEP 4



NOTE: Do not tighten hardware in steps 2,4,5 and 6 until after step 6.

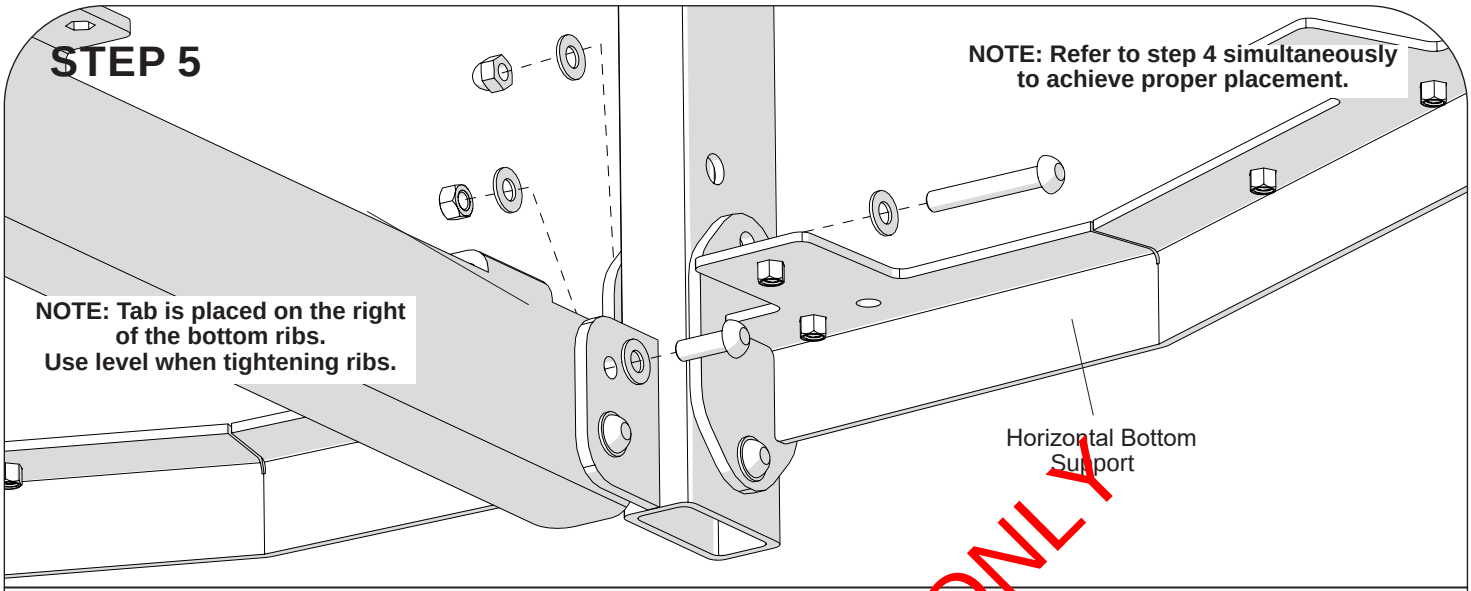


2x	Vertical Rib w/Pin and 1 Insert (249259)	16x	$^{1}/_{2}$" Standard Hex Nut (129692)
4x	Vertical Rib w/o Pin and 1 Insert (249257)	16x	½" x 2 ¼" Hex Screw (131862)
2x	Vertical Rib w/Pin and 4 Inserts (249255)	32x	$^{1}/_{2}$" SAE Washer (113550)

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

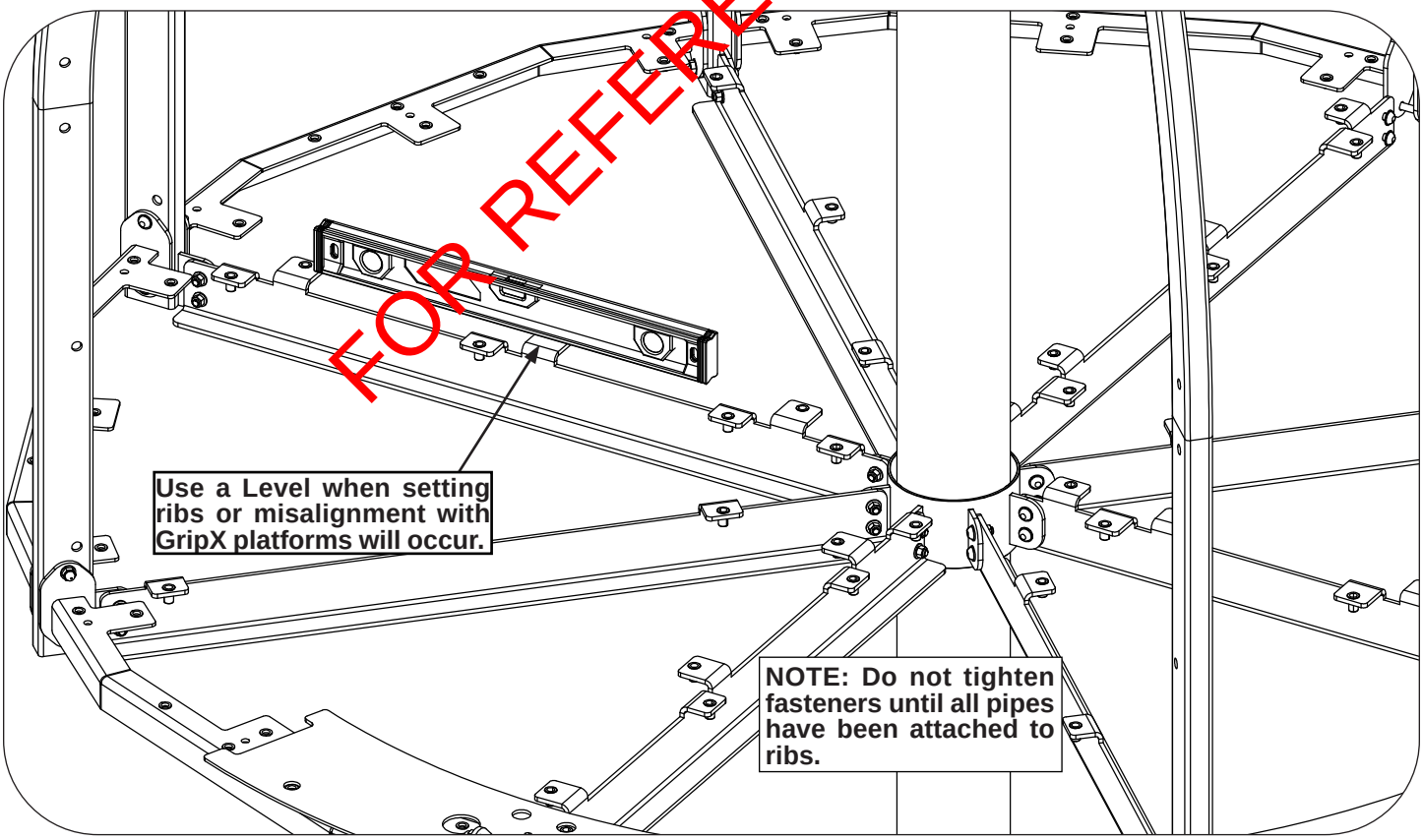
landscape structures®

STEP 5



8x	Horizontal Bottom Support (249286)	16x	3/8" Standard Hex Nut (100327)
16x	3/8" Low Crown Hex Nut (100349)	64x	3/8" SAE Washer (100365)
16x	3/8 x 2 1/2" BHCS (100174)	16x	3/8 x 1 1/8" BHCS (100198)

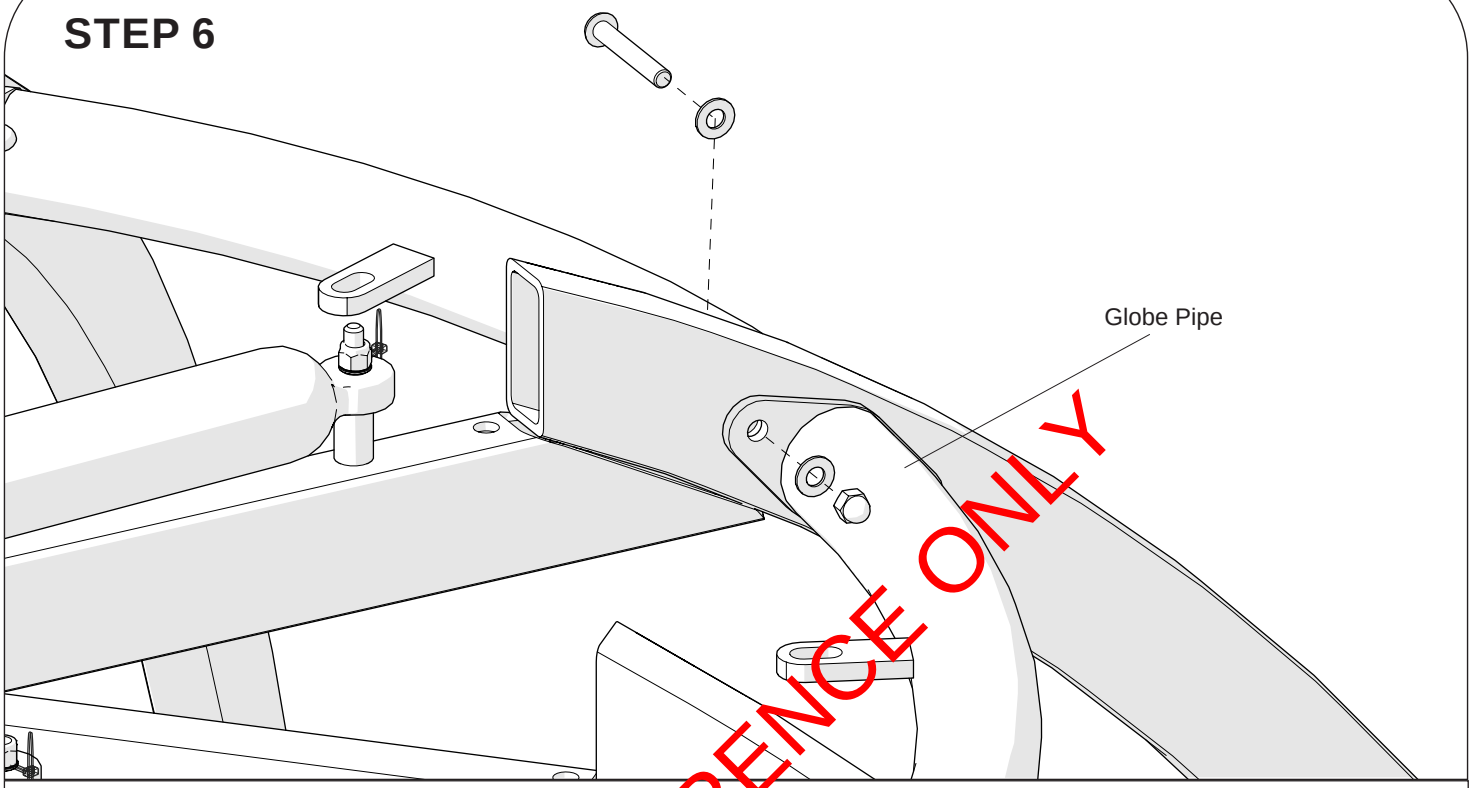
FOR REFERENCE ONLY



601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

STEP 6



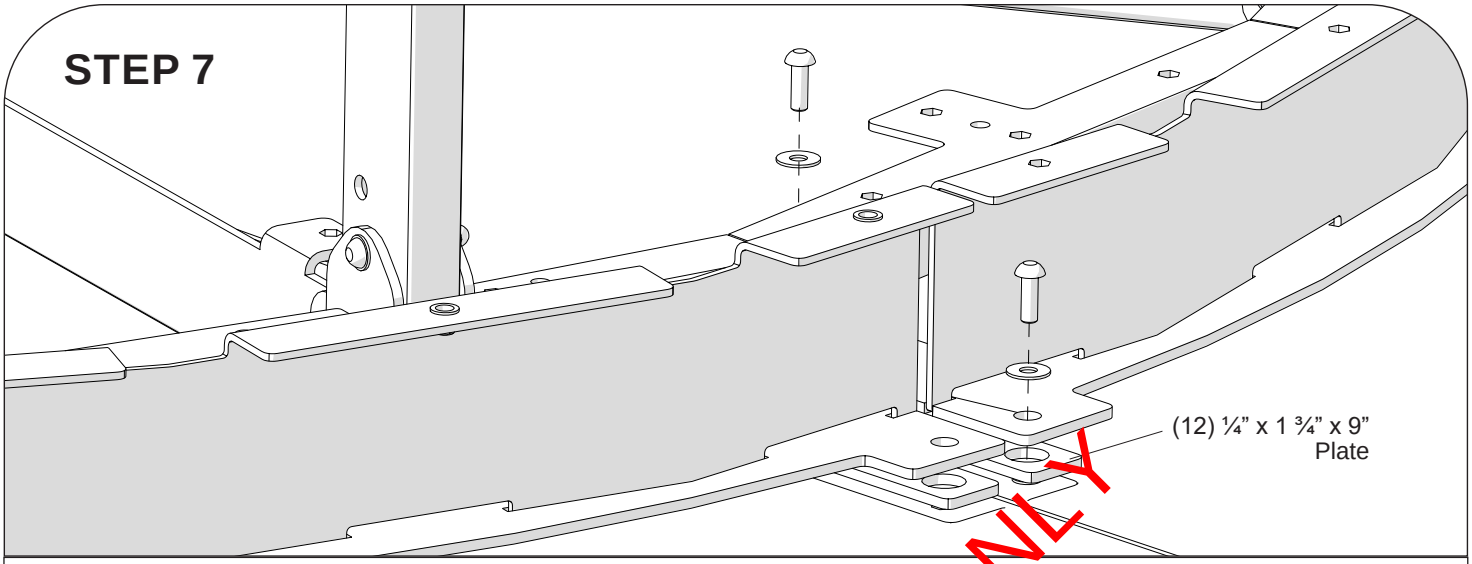
8x	Globe Pipe (212866)	16x	3/8 x 2 1/2" BHCS (100174)
16x	3/8" Low Crown Hex Nut (100349)	32x	3/8" SAE Washer (100365)

FOR REFERENCE ONLY

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

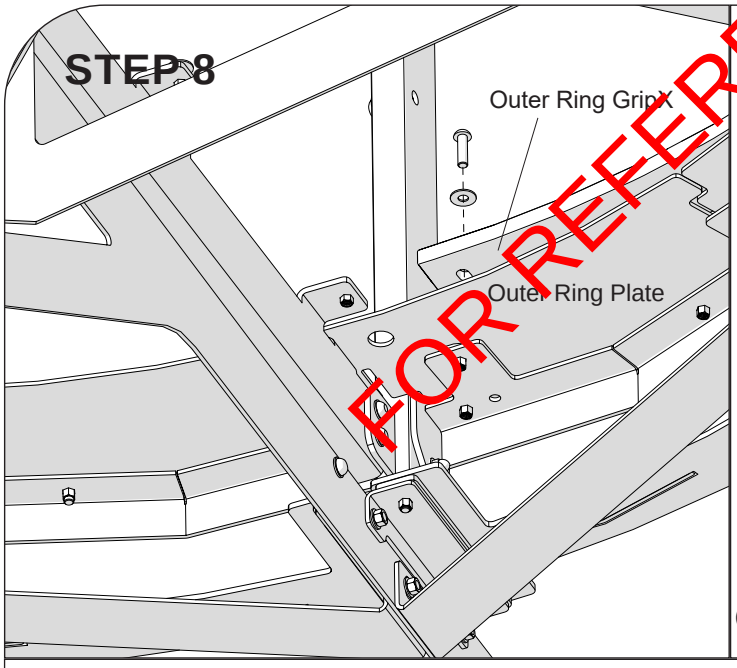
STEP 7

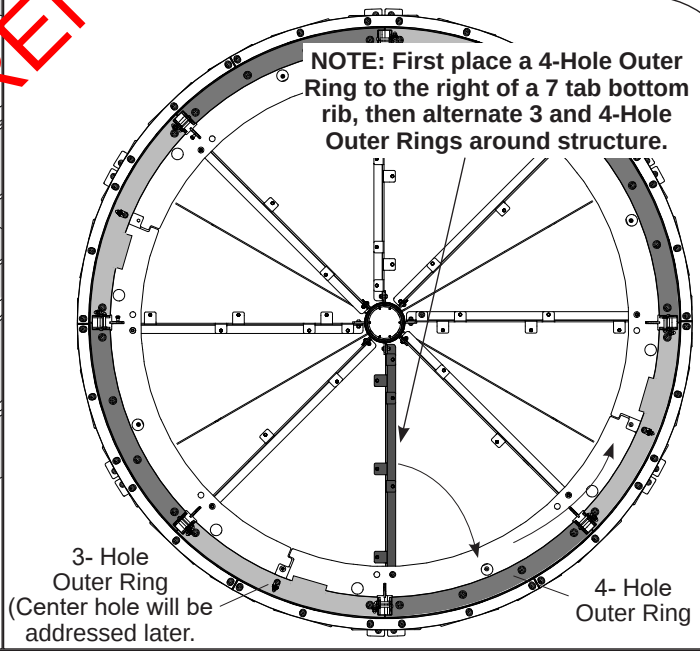


6x	Skirt (249289)	24x	$^{3}/_{8}$ x 1 $^{1}/_{8}$" BHCS (100198)
24x	$^{3}/_{8}$" Flat Washer (100362)	12x	¼" x 1 ¾" x 9" Plate (253792)

FOR REFERENCE ONLY

STEP 8





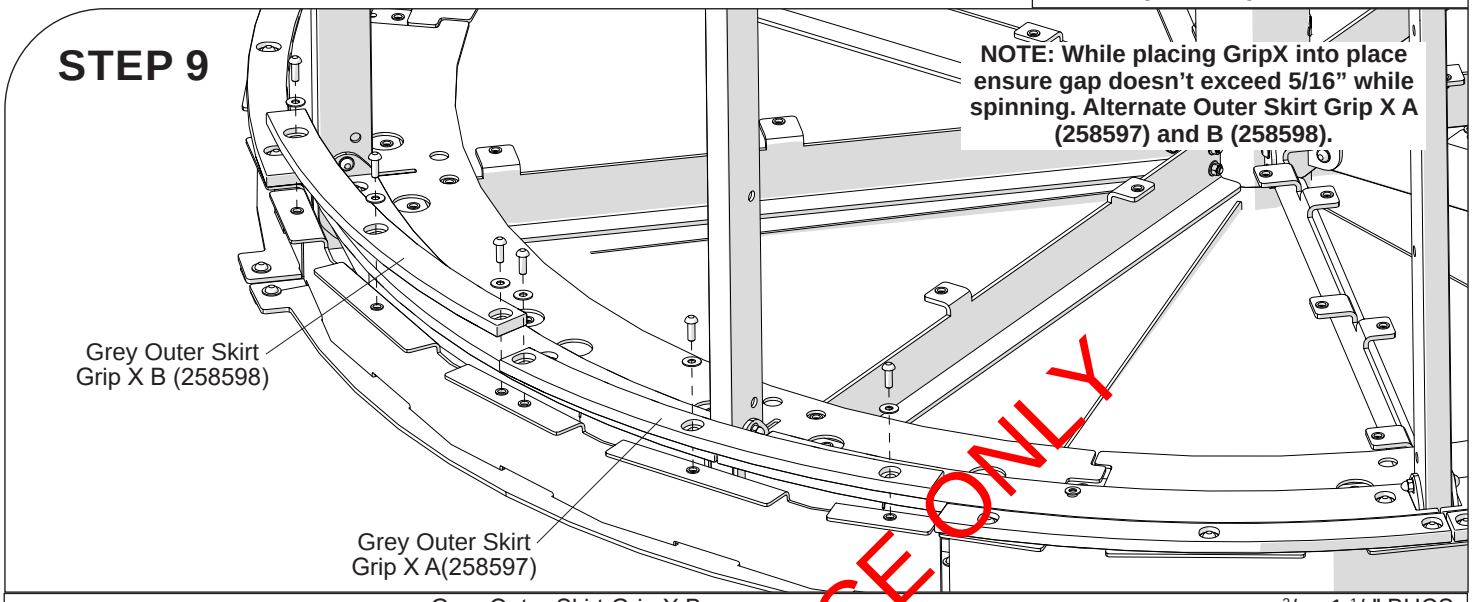
4x	Black 3- Hole Outer Ring GripX (297891)	24x	$^{3}/_{8}$ x 1 $^{3}/_{8}$" BHCS (113027)
4x	Black 4 Hole Outer Ring GripX (246441)	24x	$^{3}/_{8}$" Flat Washer (100362)
4x	Outer Ring Plate (250371)		

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

https://bit.ly/2DTsWVh

STEP 9

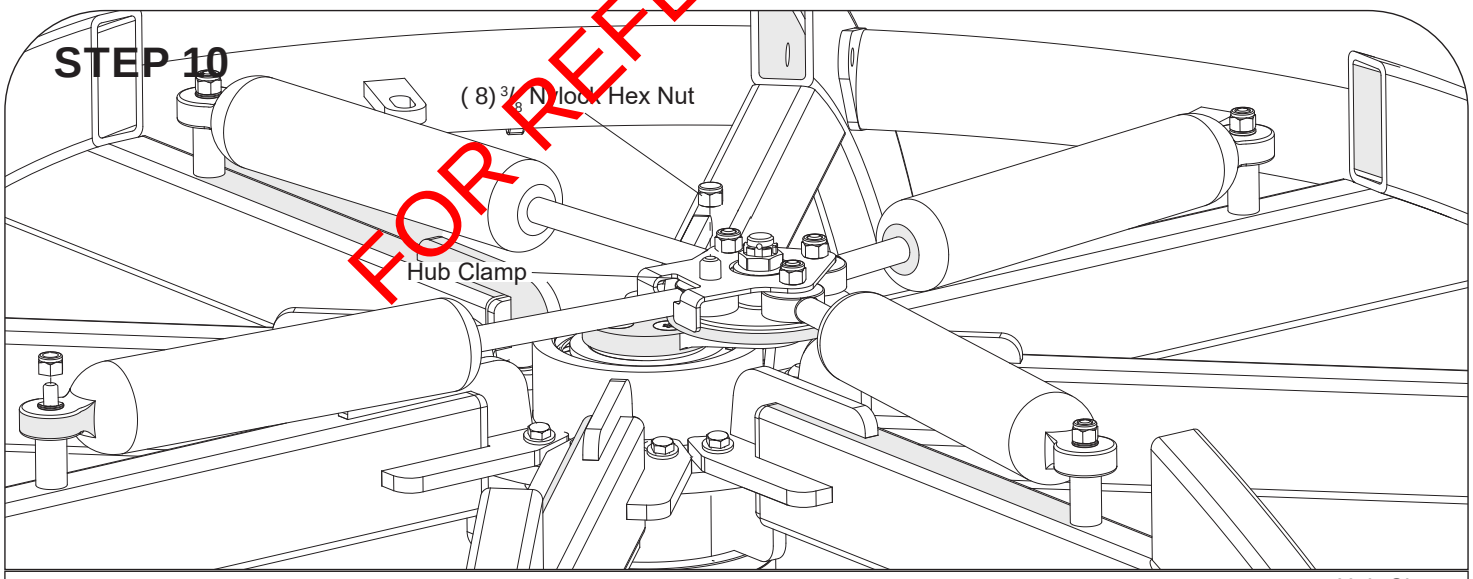


NOTE: While placing GripX into place ensure gap doesn't exceed 5/16" while spinning. Alternate Outer Skirt Grip X A (258597) and B (258598).

6x	Grey Outer Skirt Grip X B (258598)	36x	3/8 x 1 1/8" BHCS (100198)
6x	Grey Outer Skirt Grip X A (258597)		
36x	3/8" Flat Washer (100362)		

FOR REFERENCE ONLY

STEP 10

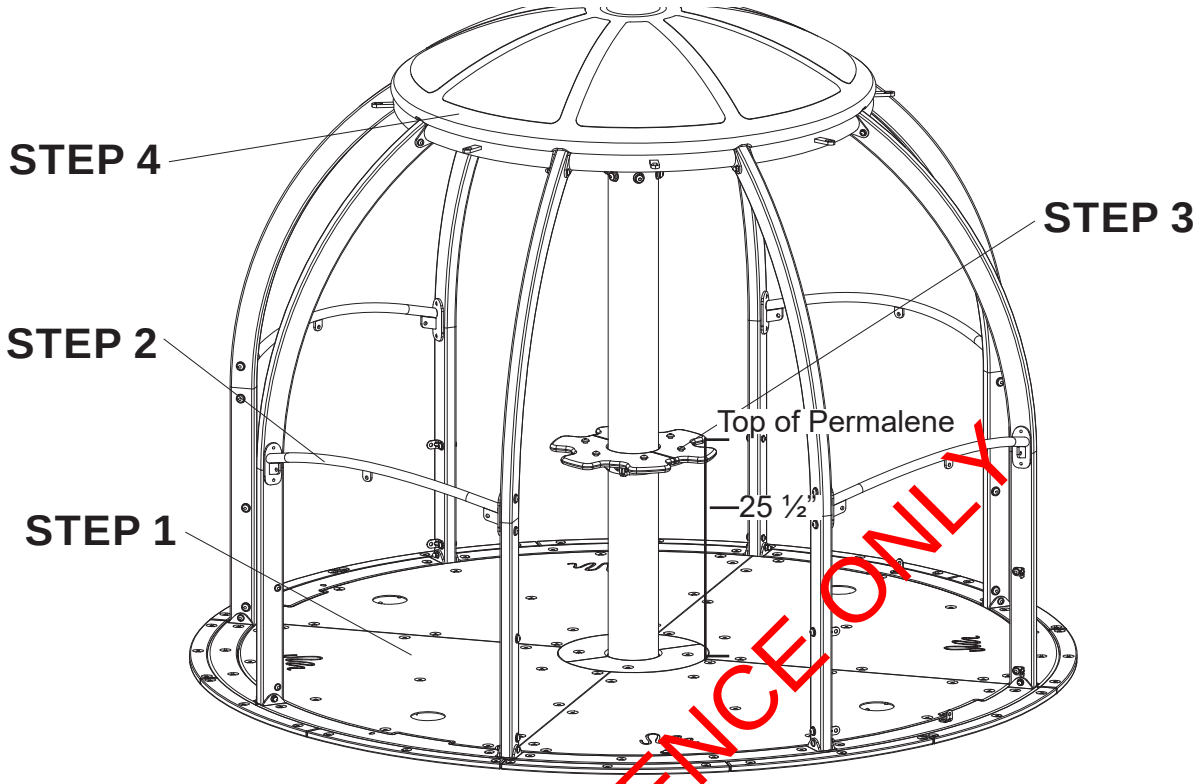


4x	70 Series Shock (215884)	1x	Hub Clamp (222306)
8x	3/8 Nylock Hex Nut (136931)		

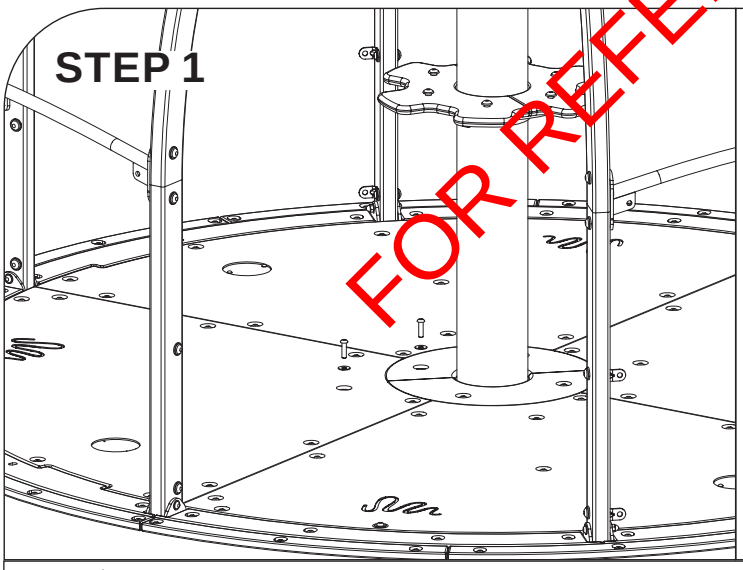
601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

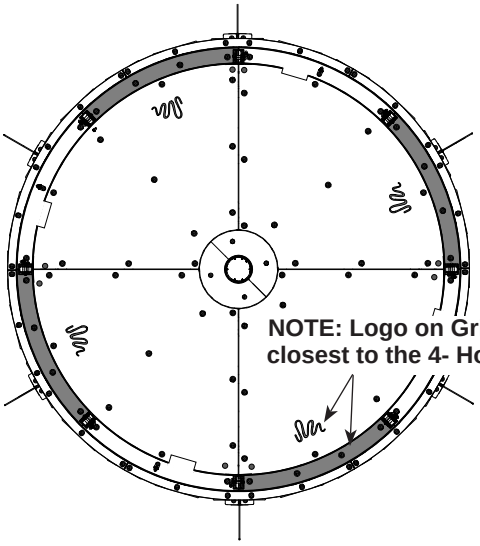
landscape structures®

INTERIOR I



FOR REFERENCE ONLY



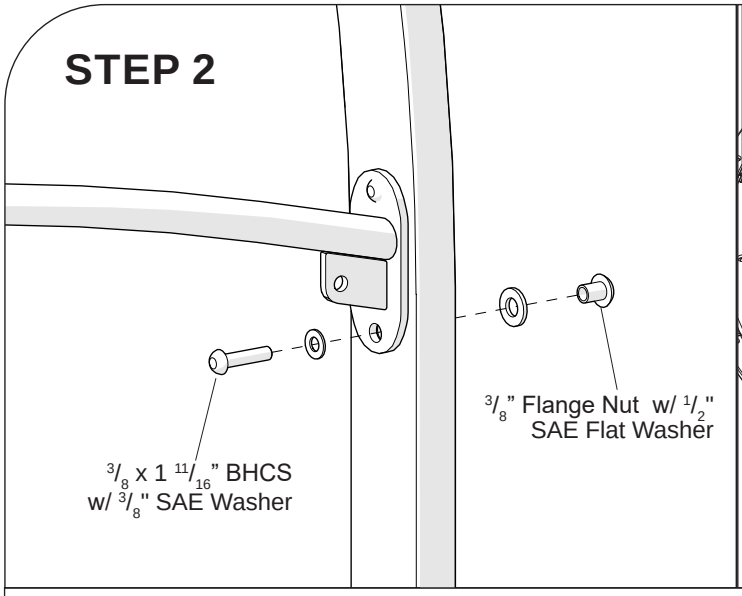


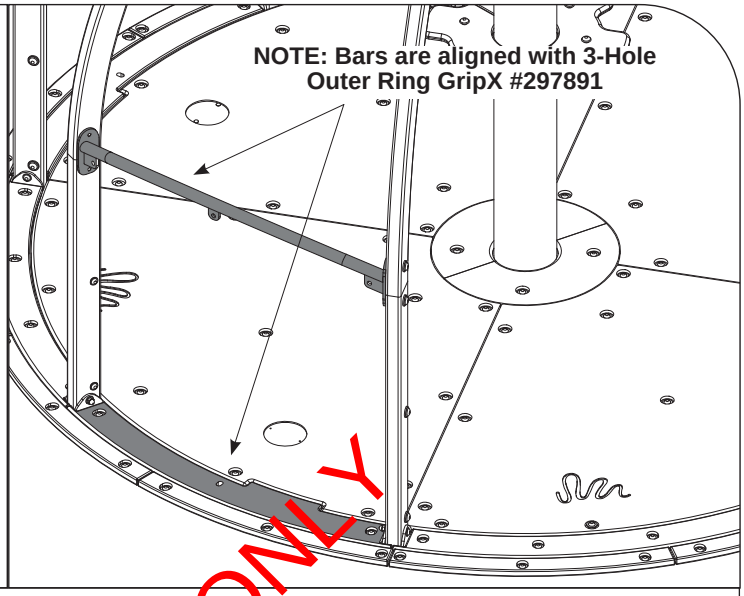
56x	3/8 x 1 3/8" BHCS (113027)	4x	Black Outer Deck GripX (297889)
56x	3/8" Flat Washer (100362)	2x	Black Center Deck GripX (246435)

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

STEP 2



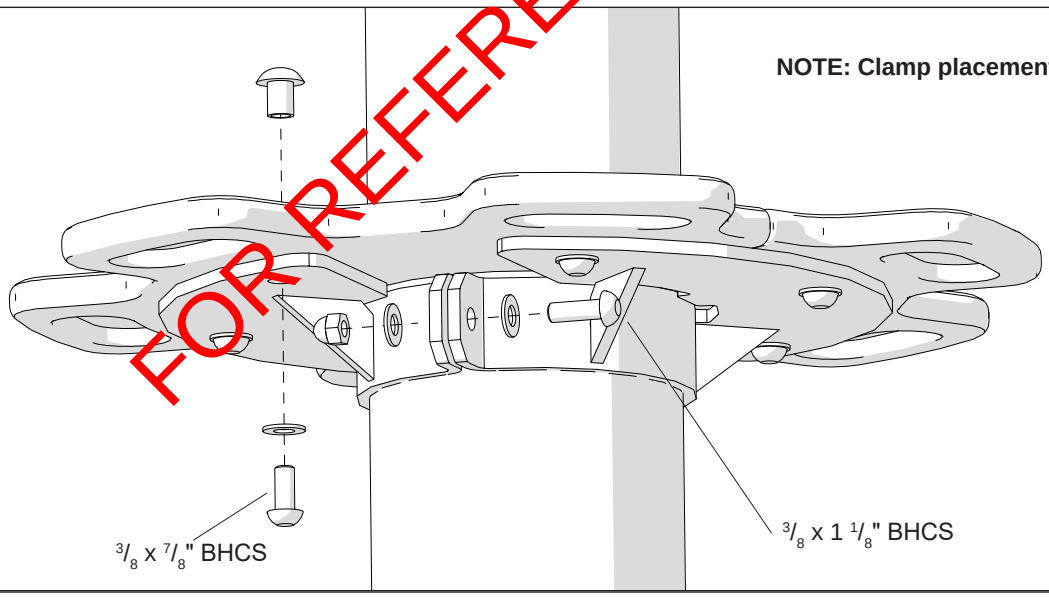


4x	Arch Support (249265)	16x	3/8" SAE Washer (100365)
16x	3/8 x 1 11/16" BHCS (123224)	16x	3/8" Flange Nut (100353)
16x	1/2" SAE Flat Washer (113550)		

FOR REFERENCE ONLY

STEP 3

NOTE: Clamp placement on Page 17

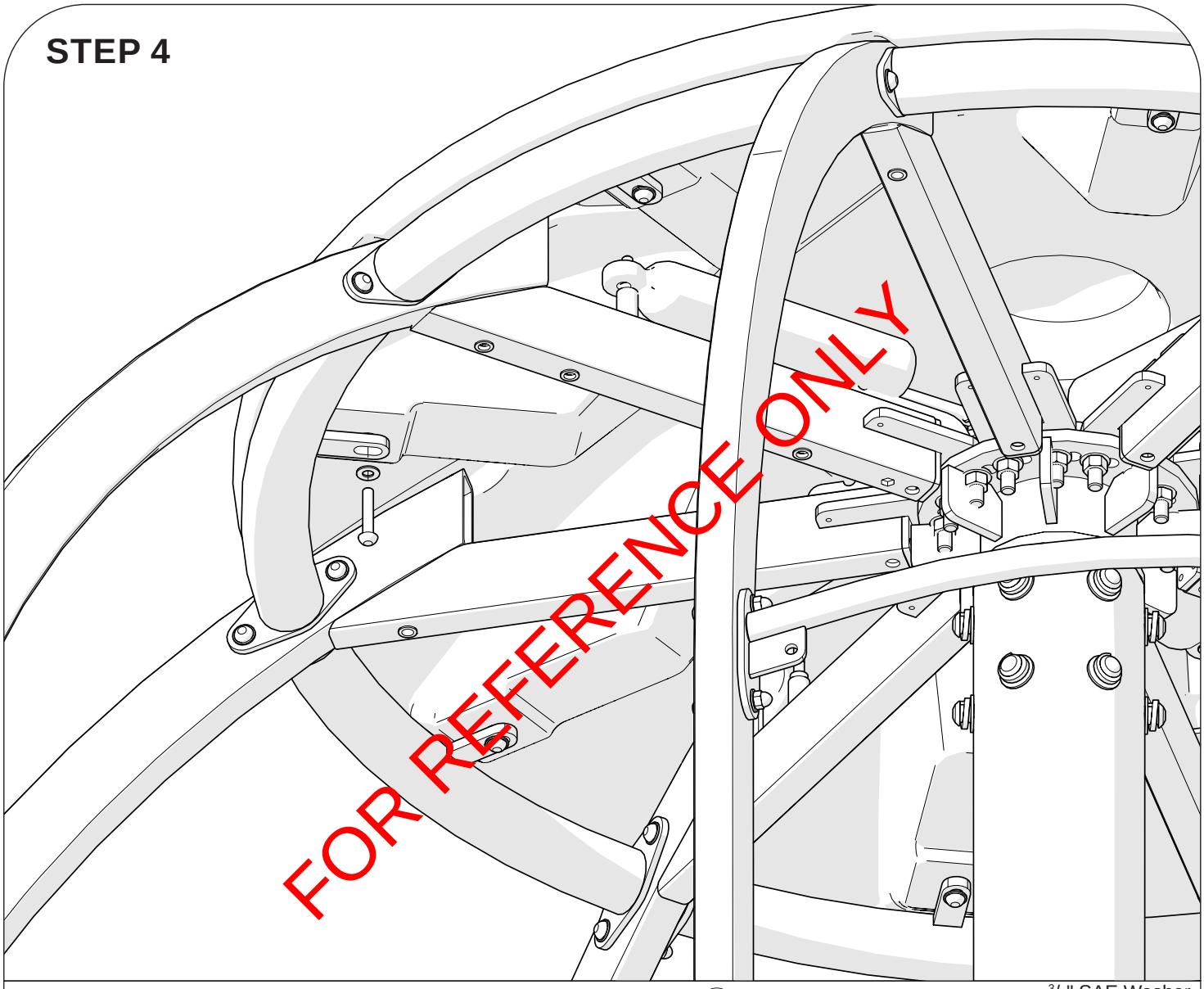


2x	Center Post Ring Weldment (249268)	10x	3/8" SAE Washer (100365)
2x	Center Ring Permalene (246424)	2x	3/8" Low Crown Hex Nut (100349)
2x	3/8 x1 1/8" BHCS (100198)	6x	3/8" Flange Nut (100353)
6x	3/8 x 7/8" BHCS (100196)		

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

STEP 4



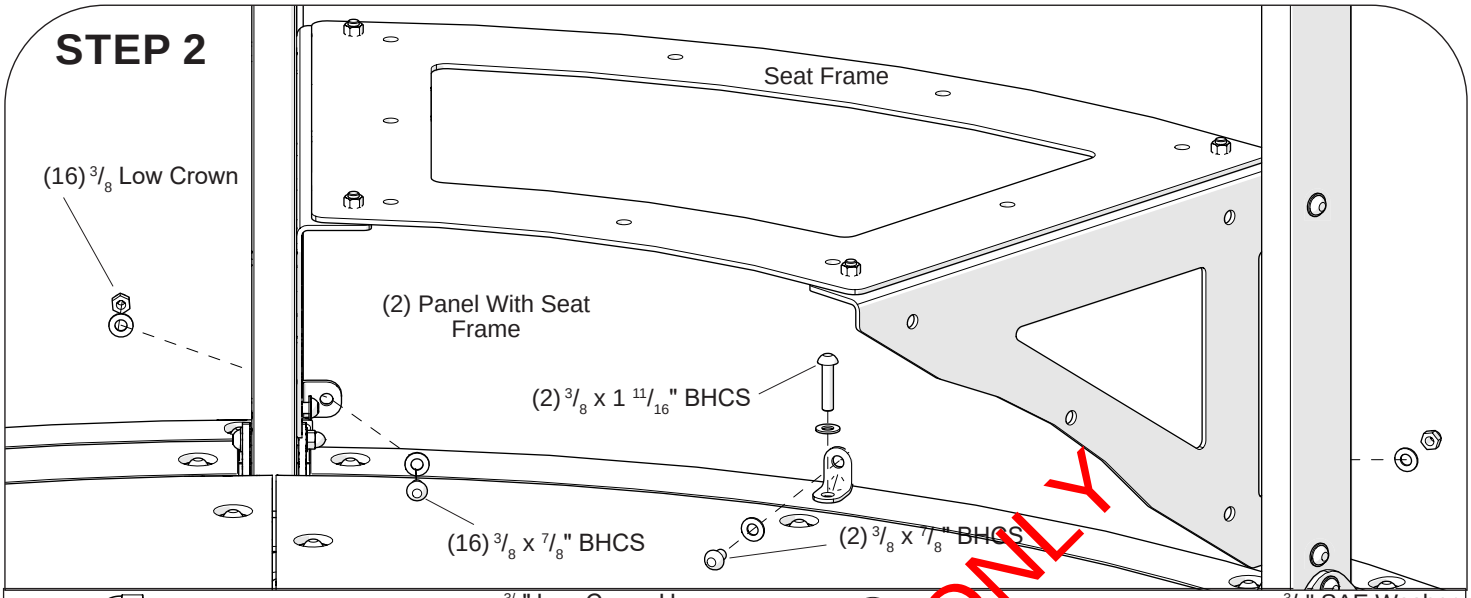
8x	$^{3}/_{8}$ x 2" BHCS (100173)	8x	$^{3}/_{8}$" SAE Washer (100365)
1x	Spinner Top (215474)		

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®

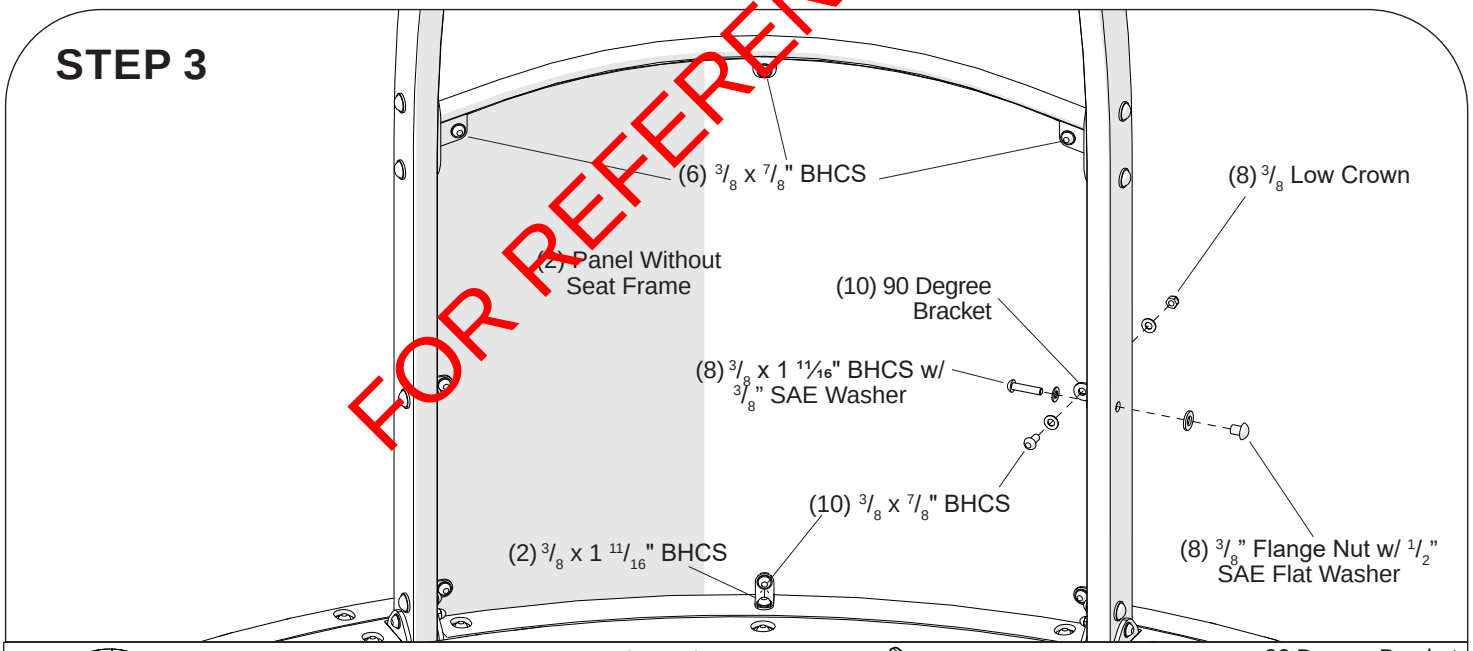
NOTE: Document shows quantities for 2 seat configuration. When assembling a 3 seat configuration refer to quantities in the bill of materials.

STEP 2



16x	3/8" Low Crown Hex Nut (100349)	34x	3/8" SAE Washer (100365)
16x	3/8 x 7/8" BHCS (100196)	2x	90 Degree Bracket (147807)
2x	3/8 x 1 11/16" BHCS (123224)	2x	Perf Panel (246428)

STEP 3



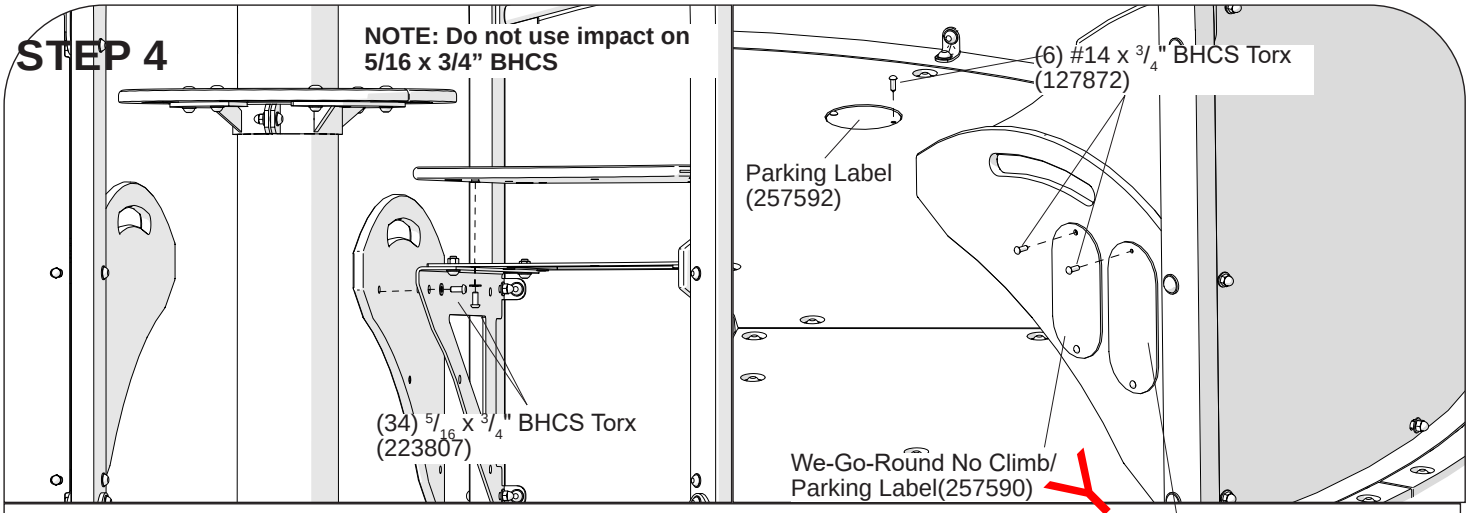
2x	Perf Panel (246428)	10x	90 Degree Bracket (147807)
16x	3/8" Low Crown Hex Nut (100349)	42x	3/8" SAE Washer (100365)
10x	3/8 x 1 11/16" BHCS (123224)	8x	3/8" Flange Nut (100353)
16x	3/8 x 7/8" BHCS (100196)	8x	1/2" SAE Flat Washer (113550)

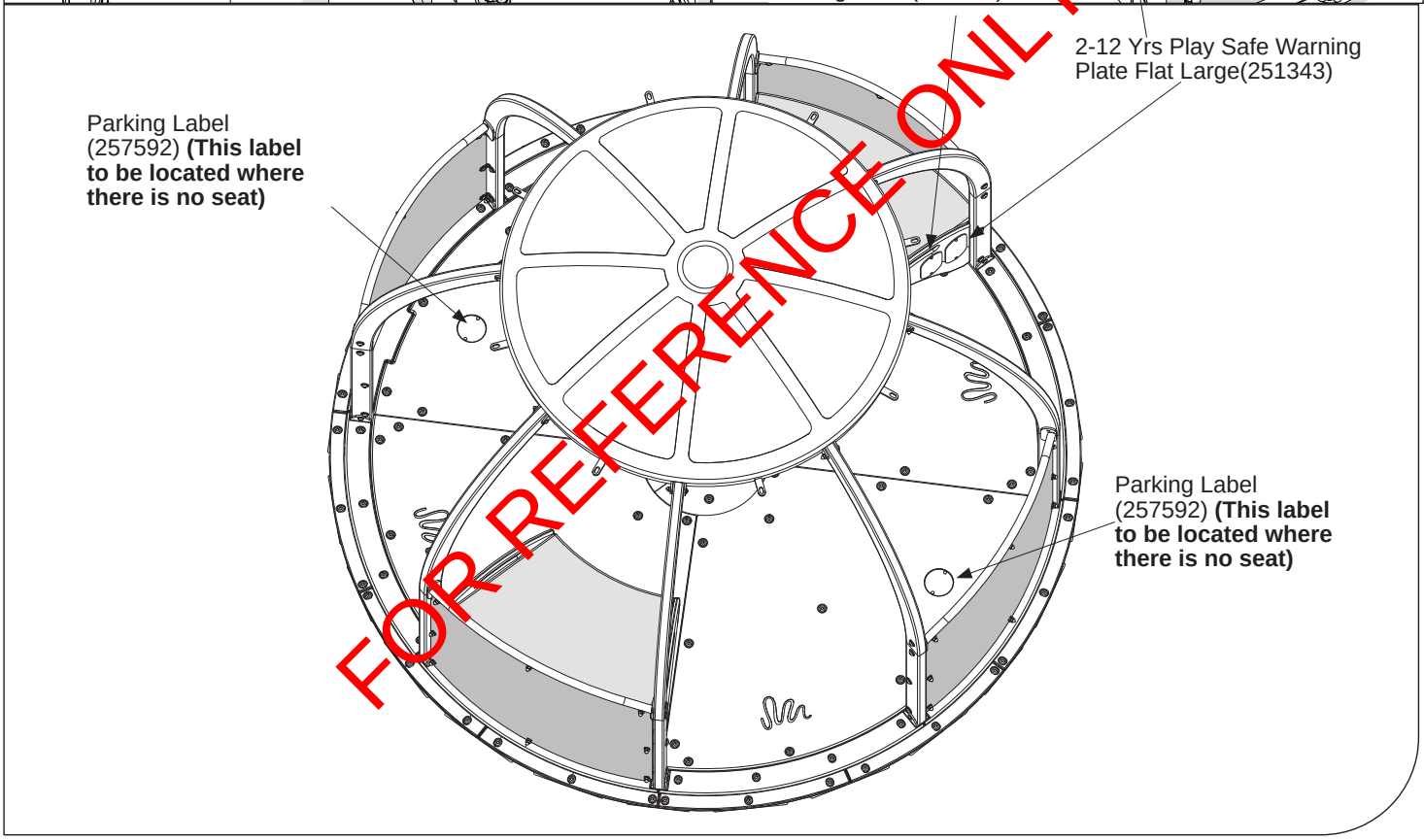
FOR REFERENCE ONLY

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures

STEP 4

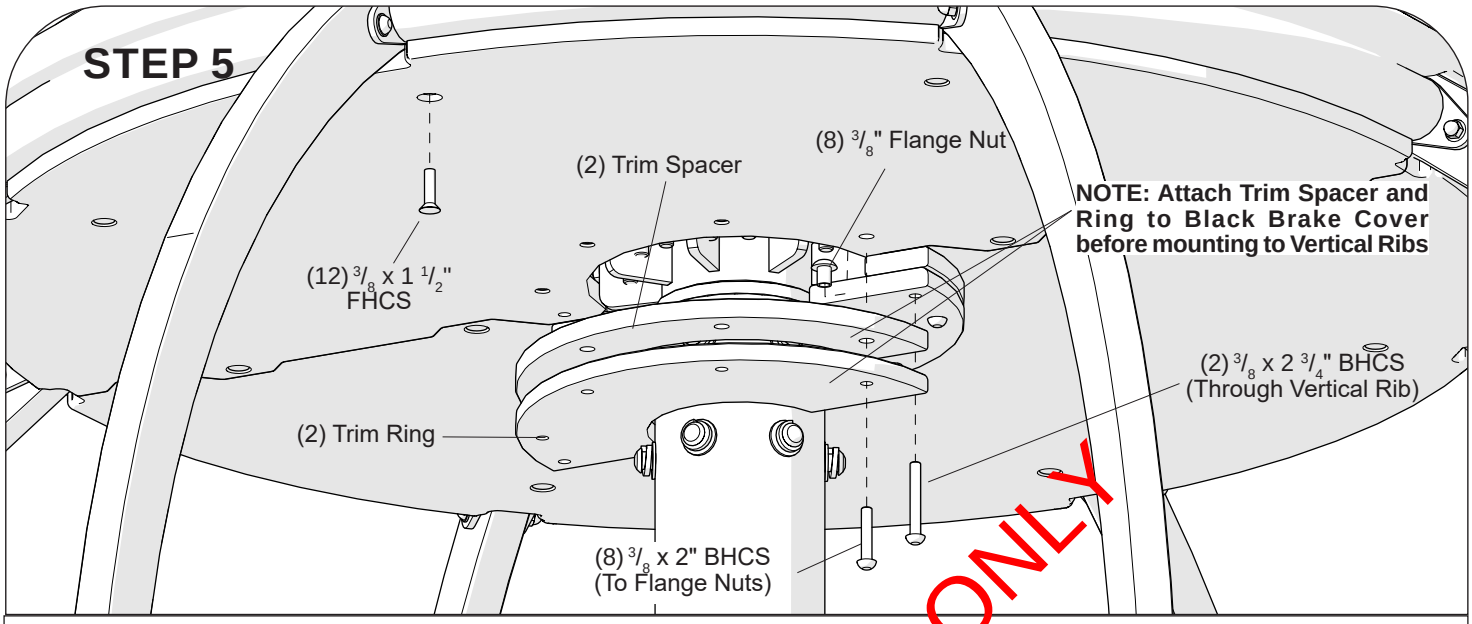




2x	Seat Top (246425)	2x	Seat Panel Right (246427)
2x	Seat Panel Left (246426)	34x	5/16 x 3/4" BHCS Torx (223807)
34x	5/16" SAE Flat Washer (223956)	6x	#14 x 3/4" BHCS Torx (127872)
1x	Parking Label (257592)	1x	2-12 Yrs Play Safe Warning Plate Flat Large (251343)
1x	Warning No Climb/Parking Label (257590)		

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

landscape structures®



2x	Black Brake Cover (215887)	2x	Trim Ring (218445)
2x	Black Trim Spacer (218444)	8x	3/8 x 2" BHCS (100173)
2x	3/8 x 2 3/4" BHCS (100175)	12x	3/8 x 1 1/2" FHCS (151421)
8x	3/8" Flange Nut (100354)		

FOR REFERENCE ONLY

601 7th Street South, Delano, Minnesota 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-3185
© 2023 by Landscape Structures. All rights reserved

Parts List - 2 Seat Option

Part#	Description	Qty.
147807	Angle Brkt Pnt, Specify Color	12
292617	Bushing Uhmw 6" Tube	2
212866	Globe Pipe Bottom W/Out Net, Specify Color	8
215474	Globe Spinner Top Roto, Specify Color	1
215887	Globe Brake Cover, Black in Color	2
254134	1.25 Offset Bearing + Hub Asm	1
218444	Trim Spacer Globe, Black in Color	2
218445	Trim Ring Globe, Black in Color	2
222306	Global Motion® Hub Clamp Sst	1
222399	#3 Rebar X 18"	2
246424	Ctr Ring Perm, Specify Color	2
246425	Seat Pnl Top, Specify Color	2
246426	Seat Pnl Lh, Specify Color	2
246427	Seat Pnl Rh, Specify Color	2
297889	Main Deck Gripx, Black in Color	4
246435	Ctr Deck Gripx, Black in Color	2
246441	Otr Ring Perm 4 Hole, Black in Color	4
246442	Seat Frm Rh Pnt, Specify Color	2
246443	Seat Frm Lh Pnt, Specify Color	2
246444	Seat Frm Plt Pnt, Specify Color	2
297891	Otr Ring Perm With Tab Slot, Black in Color	4
258597	Otr Skirt GripX A, Gray in color	6
258598	Otr Skirt GripX B, Gray in color	6
248520	Btm Rib Mnt Machined	1
249255	Vert Rib With Mtg Pin 4 Inserts Pnt, Specify Color	2
249257	Vert Rib Wout Mtg Pin Pnt, Specify Color	4
249259	Vert Rib With Mtg Pin 1 Insert Pnt, Specify Color	2
249265	Arch Pnl Sprt Weldt Pnt, Specify Color	4
249266	7 Flg Btm Rib Pnt, Specify Color	4
249267	3 Flg Btm Rib Pnt, Specify Color	4
249268	Ctr Post Ring Weldt Pnt, Specify Color	2
289361	6.0 OD x .25 x 119.5" Zp Post Pnt, Specify Color	1
249286	Horiz Btm Sprt Weldt Pnt, Specify Color	8
249289	Otr Skirt Weldt Pnt, Specify Color	6
249292	Rib Clmp, Install Weldt Pnt, Specify Color	4
249295	Rib, Install Pnt, Specify Color	6
249297	Rib Ftr, Install Pnt, Specify Color	6
249299	Rib Brkt, Install Pnt, Specify Color	12
250371	Otr Ring Plt Pnt, Specify Color	4
250643	4" X 300" Perf Drain Pipe	1
250644	4" Flexible Drain Tee	1
250645	4" Drain Cap	2
251007	4" Drain Coupler	2
215884	70 Series Shock	4
*	DigiFuse Panels (Refer to Interior II, Pg. 17)	4
253792	9" Plate Pnt, Specify Color	12
XXXXXX	Custom Artwork Panel	*
254468	Bushing Belt , Black	1

250568	**Hdw Pkg We-Go-Round Rib Plates Asm**	**1**
100206	Hex Cap 3/8X1i Sst Pat	36
100208	Hex Cap 3/8X1-1/2 Sst Pat	4
100327	Nut Hex Std 3/8-16 Sst	40
100365	Washer Flat Sae 3/8I Sst	82
100610	Rivet 1/4X5/8I Drv As	2
168198	Lag Scr Bh 6Lp 3/8X1-1/2I	2

253850	**Hdw Pkg We-Go-Round Skirt Asm**	**1**
100198	Bhcs 6Lp 3/8X1-1/8I Sst	60
100362	Washer Flat 3/8I Sst	60

289338	**Hdw Pkg We-Go-Round Hub/Bushings**	**1**
100201	Bhcs 6Lp 5/8X1-1/2I Sst	12
100611	Rivet 1/4X3/8I Drv As	12
109680	Cable Tie 5-3/4I Black	1
129500	Washer Flat Sae 5/8I Sst	12
136931	Nut Hex Nylok 3/8-16 Sst	8
175652	Washer Lock Spring 5/8I Sst	12

250580	**Hdw Pkg We-Go-Round Frame Asm**	**1**
100174	Bhcs 6Lp 3/8X2-1/2Isstpat	32
100198	Bhcs 6Lp 3/8X1-1/8I Sst	32
100327	Nut Hex Std 3/8-16 Sst	32
100349	Nut L/C Cap 3/8-16 Sst	32
100365	Washer Flat Sae 3/8I Sst	128
113550	Washer Flat Sae 1/2I Sst	32
129692	Nut Hex Std 1/2-13 Sstpat	16
131862	Hex Cap 1/2X2-1/4 Sst	16

250586	**Hdw Pkg We-Go-Round Brake Cover**	**1**
100173	Bhcs 6Lp 3/8X2i Sst Pat	16
100175	Bhcs 6Lp 3/8X2-3/4I Sst	2
100353	Flg Nut 6Lp 3/8-16 Sst	8
100365	Washer Flat Sae 3/8I Sst	8
151421	Fhcs 6Lp 3/8X1-1/2Isst W/Patch	12

250587	**Hdw Pkg We-Go-Round Perf Panel W/O Seat**	**2**
100196	Bhcs 6Lp 3/8X7/8I Sst	8
100349	Nut L/C Cap 3/8-16 Sst	8
100353	Flg Nut 6Lp 3/8-16 Sst	8
100365	Washer Flat Sae 3/8I Sst	25
113550	Washer Flat Sae 1/2I Sst	8
123224	Bhcs 6Lp 3/8X1-11/16I Sst	9

293793	**Hdw Pkg We-Go-Round Perf Panel W/Seat**	**2**
100196	Bhcs 6Lp 3/8X7/8I Sst	12
100327	Nut Hex Std 3/8-16 Sst	4
100349	Nut L/C Cap 3/8-16 Sst	8
100353	Flg Nut 6Lp 3/8-16 Sst	8
100365	Washer Flat Sae 3/8I Sst	33
113550	Washer Flat Sae 1/2I Sst	8
123224	Bhcs 6Lp 3/8X1-11/16I Sst	9
223807	Bhcs 6Lp 5/16I -18 X 3/4I Sst	17
223956	Washer Flat Sae 5/16I Sst	17

258581	**Hdw Pkg We-Go-Round Decking**	**1**
100362	Washer Flat 3/8I Sst	80
113027	Bhcs 6Lp 3/8X1-3/8I Sst	80

250590	**Hdw Pkg We-Go-Round Center Ring**	**1**
100196	Bhcs 6Lp 3/8X7/8I Sst	6
100198	Bhcs 6Lp 3/8X1-1/8I Sst	2
100349	Nut L/C Cap 3/8-16 Sst	2
100353	Flg Nut 6Lp 3/8-16 Sst	6
100365	Washer Flat Sae 3/8I Sst	10

258556	**Hdw Pkg We-Go-Round Labels**	**1**
127463	Bit Hex Tpp T27 (Torx)	1
127872	Bhcs Torx #14 X 3/4 Sst Thread Type Ab	8
251343	2-12 Yrs Play Safe Warning Plate Flat Large	1
257590	No Climb/Parking Plate	1
257592	Parking Plate	2

DB = Direct Bury

FOR REFERENCE ONLY

landscape structures®

Kids In Motion

249558 We-Go-Round™ w/D

Parts List - 3 Seat Option

Part#	Description	Qty.
147807	Angle Brkt Pnt, Specify Color	8
292617	Bushing Uhmw 6" Tube	2
212866	Globe Pipe Bottom W/Out Net, Specify Color	8
215474	Globe Spinner Top Roto, Specify Color	1
215887	Globe Brake Cover, Black in Color	2
254134	1.25 Offset Bearing + Hub Asm	1
218444	Trim Spacer Globe, Black in Color	2
218445	Trim Ring Globe, Black in Color	2
222306	Global Motion® Hub Clamp Sst	1
222399	#3 Rebar X 18"	2
246424	Ctr Ring Perm, Specify Color	2
246425	Seat Pnl Top, Specify Color	3
246426	Seat Pnl Lh, Specify Color	3
246427	Seat Pnl Rh, Specify Color	3
297889	Main Deck Gripx, Black in Color	4
246435	Ctr Deck Gripx, Black in Color	2
246441	Otr Ring Perm 4 Hole, Black in Color	4
246442	Seat Frm Rh Pnt, Specify Color	3
246443	Seat Frm Lh Pnt, Specify Color	3
246444	Seat Frm Plt Pnt, Specify Color	3
297891	Otr Ring Perm With Tab Slot, Black in Color	4
258597	Otr Skirt GripX A, Gray in color	6
258598	Otr Skirt GripX B, Gray in color	6
248520	Btm Rib Mnt Machined	1
249255	Vert Rib With Mtg Pin 4 Inserts Pnt, Specify Color	2
249257	Vert Rib Wout Mtg Pin Pnt, Specify Color	4
249259	Vert Rib With Mtg Pin 1 Insert Pnt, Specify Color	2
249265	Arch Pnl Sprt Weldt Pnt, Specify Color	4
249266	7 Flg Btm Rib Pnt, Specify Color	4
249267	3 Flg Btm Rib Pnt, Specify Color	4
249268	Ctr Post Ring Weldt Pnt, Specify Color	2
289361	6.0 OD x .25 x 119.5" ZP Post Pnt, Specify Color	1
249286	Horiz Btm Sprt Weldt Pnt, Specify Color	8
249289	Otr Skirt Weldt Pnt, Specify Color	6
249292	Rib Clmp, Install Weldt Pnt, Specify Color	4
249295	Rib, Install Pnt, Specify Color	6
249297	Rib Ftr, Install Pnt, Specify Color	6
249299	Rib Brkt, Install Pnt, Specify Color	12
250371	Otr Ring Plt Pnt, Specify Color	4
215884	70 Series Shock	4
250643	4" x 300" Perf Drain Pipe	1
250644	4" Flexible Drain Tube	1
250645	4" Drain Cap	2
251007	4" Drain Coupler	2
*	DigiFuse Panels (Refer to Interior II, Pg. 17)	4
253792	9" Plate Pnt, Specify Color	12
XXXXXX	Custom Artwork Panel	*
254468	Bushing Belt, Black	1
250568	**Hdw Pkg We-Go-Round Rib Plates Asm**	**1**
100206	Hex Cap 3/8X1i Sst Pat	36
100208	Hex Cap 3/8X1-1/2 Sst Pat	4
100327	Nut Hex Std 3/8-16 Sst	40
100365	Washer Flat Sae 3/8I Sst	82
100610	Rivet 1/4X5/8I Drv As	2
168198	Lag Scr Bh 6Lp 3/8X1-1/2I	2
253850	**Hdw Pkg We-Go-Round Skirt Asm**	**1**
100198	Bhcs 6Lp 3/8X1-1/8I Sst	60
100362	Washer Flat 3/8I Sst	60
289338	**Hdw Pkg We-Go-Round Hub/Bushings**	**1**
100201	Bhcs 6Lp 5/8X1-1/2I Sst	12
100611	Rivet 1/4X3/8I Drv As	12
109680	Cable Tie 5-3/4I Black	1
129500	Washer Flat Sae 5/8I Sst	12
136931	Nut Hex Nylok 3/8-16 Sst	8
175652	Washer Lock Spring 5/8I Sst	12
250580	**Hdw Pkg We-Go-Round Frame Asm**	**1**
100174	Bhcs 6Lp 3/8X2-1/2Isstpat	32
100198	Bhcs 6Lp 3/8X1-1/8I Sst	32
100327	Nut Hex Std 3/8-16 Sst	32
100349	Nut L/C Cap 3/8-16 Sst	32
100365	Washer Flat Sae 3/8I Sst	128
113550	Washer Flat Sae 1/2I Sst	32
129692	Nut Hex Std 1/2-13 Sstpat	16
131862	Hex Cap 1/2X2-1/4 Sst	16
250586	**Hdw Pkg We-Go-Round Brake Cover**	**1**
100173	Bhcs 6Lp 3/8X2 Sst Pat	16
100175	Bhcs 6Lp 3/8X2-3/4I Sst	2
100353	Flg Nut 6Lp 3/8-16 Sst	8
100365	Washer Flat Sae 3/8I Sst	8
151421	Bhcs 6Lp 3/8X1-1/2Isst W/Patch	12
250587	**Hdw Pkg We-Go-Round Perf Panel W/O Seat**	**1**
100196	Bhcs 6Lp 3/8X7/8I Sst	8
100349	Nut L/C Cap 3/8-16 Sst	8
100353	Flg Nut 6Lp 3/8-16 Sst	8
100365	Washer Flat Sae 3/8I Sst	25
113550	Washer Flat Sae 1/2I Sst	8
123224	Bhcs 6Lp 3/8X1-11/16I Sst	9
293793	**Hdw Pkg We-Go-Round Perf Panel W/Seat**	**3**
100196	Bhcs 6Lp 3/8X7/8I Sst	12
100327	Nut Hex Std 3/8-16 Sst	4
100349	Nut L/C Cap 3/8-16 Sst	8
100353	Flg Nut 6Lp 3/8-16 Sst	8
100365	Washer Flat Sae 3/8I Sst	33
113550	Washer Flat Sae 1/2I Sst	8
123224	Bhcs 6Lp 3/8X1-11/16I Sst	9
223807	Bhcs 6Lp 5/16I -18 X 3/4I Sst	17
223956	Washer Flat Sae 5/16I Sst	17
258581	**Hdw Pkg We-Go-Round Decking**	**1**
100362	Washer Flat 3/8I Sst	80
113027	Bhcs 6Lp 3/8X1-3/8I Sst	80
250590	**Hdw Pkg We-Go-Round Center Ring**	**1**
100196	Bhcs 6Lp 3/8X7/8I Sst	6
100198	Bhcs 6Lp 3/8X1-1/8I Sst	2
100349	Nut L/C Cap 3/8-16 Sst	2
100353	Flg Nut 6Lp 3/8-16 Sst	6
100365	Washer Flat Sae 3/8I Sst	10
258558	**Hdw Pkg We-Go-Round Labels**	**1**
127463	Bit Hex Tpp T27 (Torx)	1
127872	Bhcs Torx #14 X 3/4 Sst Thread Type Ab	6
251343	2-12 Yrs Play Safe Warning Plate Flat Large	1
257590	No Climb/Parking Plate	1
257592	Parking Plate	1

DB = Direct Bury

FOR REFERENCE ONLY

landscape structures®

Kids In Motion 249558 We-Go-Round™ w/D

Specifications

Center Post: 6.000” (152 mm) O.D. x (.250”)(6,35 mm) wall HR Black D.O.M. zinc plated steel Tube. Finish: ProShield®, color specified.

Shock: 70 Series.

GripX Platform: 3/4” (19,05 mm) Thick recycled Permalene®, black in color.

Brake Cover: Recycled Permalene, black in color.

Mounting Hub Assembly: Comprised of 1/2” (12,7 mm) thick stainless steel plate, 11 Ga. (.120”)(3,05 mm) stainless steel sheet, steel bearing shaft.

Fasteners: Primary fasteners shall be socketed and pinned tam perproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Bottom Rib: 7GA. (.179”)(4,54 mm) Thick HRPO steel plate. Finish: ProShield, black in color.

Middle & Bottom Pipe: Weldment comprised of 2.375” (60,32 mm) O.D. RS20 (.095”-.105”)(2,41 mm-2,66 mm) galvanized steel tube, 1/4” (6,35 mm) thick HRPO steel plate and 3/8” (9,52 mm) thick stainless steel tab. Finish: ProShield, color specified.

Base Bushing: Oil-Filled UHMW PE.

Spinner Top: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Rib: Weldment comprised of 1.5” (38, 1 mm) x 3.0” (76, 2 mm) x (.180” (4, 57 mm) wall HRPO steel tube, 3/8” (9, 52 mm) thick stainless steel tab, 3/8” (9, 52 mm) O.D. stainless steel pin. 3/8” (9, 52 mm) thick HRPO steel plate with 1/4” (6, 35 mm) thick HRPO steel plate. Finish: ProShield®, color specified.

Bottom Mount: Weldment comprised of 7.000” (177 mm) O.D. x .188” (4, 77 mm) wall stainless steel tube and 1/4” (6, 35 mm) thick stainless steel plate.

Seat Permalene Panels: 3/4” thick recycled permalene, specify color

Seat Frame: Comprised of 7 GA (.179”) (4, 54 mm) thick HRPO steel plate. Finish: ProShield, specify color

DigiFuse Panel: Made from (.120”) thick aluminum sheet. Dye sublimination printed digital artwork is fused onto the powdercoated substrate.

Drain Pipe : Comprised of 4” x 25’ polypropylene perforated pipe.

Installation Time: **DB** - Approx. 40 person hours

Concrete Req.: **DB** - Approx. 2.07 yards - Square Footer
DB - Approx. 1.5 yards. - If concrete is chosen in Foundation II - Step 4 detail.

Weight: **DB 2 Seat** - 2107 lbs.
DB 3 Seat - 2165 lbs.

Minimum Area Req.: **DB** - 20’ 10” (6.35 m)

Fall Height: **DB** - 40”

FOR REFERENCE ONLY

ECO-0102464 Document 33197100 replaces 29912200. Added visuals to aid in leveling

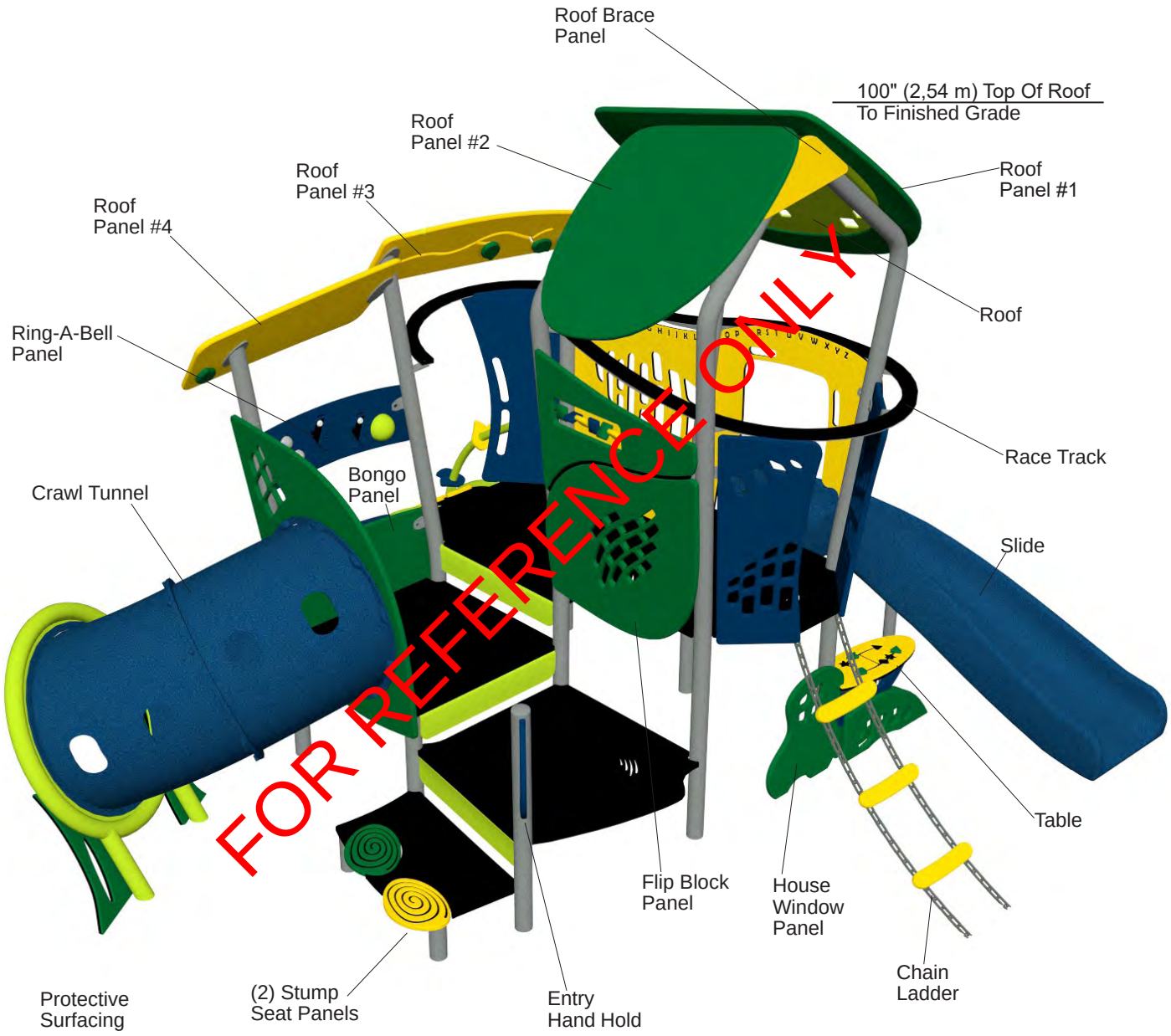
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

Choose a protective su[illegible] has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



197057 Motion

Smart Play®

© 2022 by Landscape Structures. All rights reserved.

Document #30[illegible]

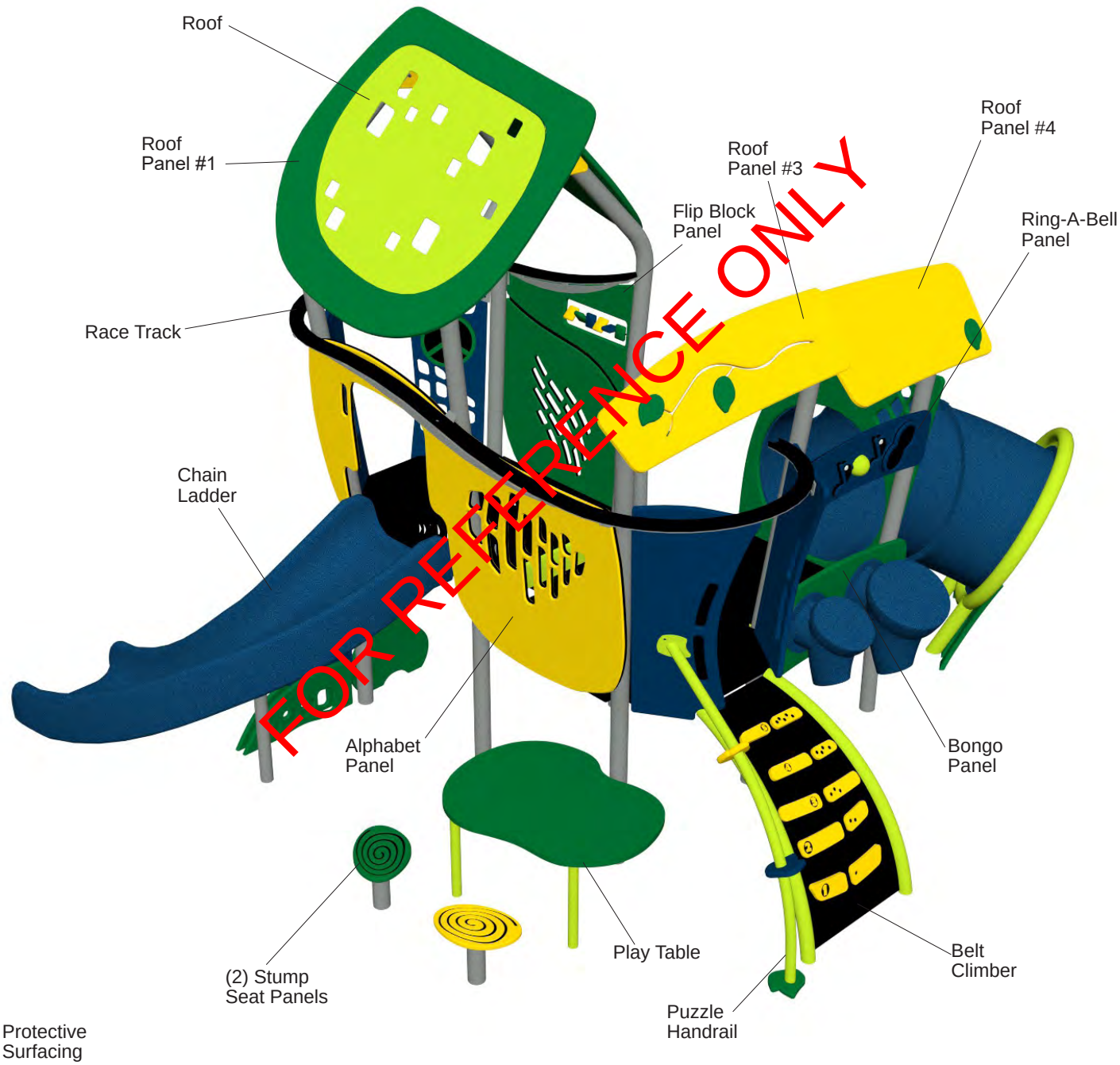
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



197057 Motion

Smart Play®

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

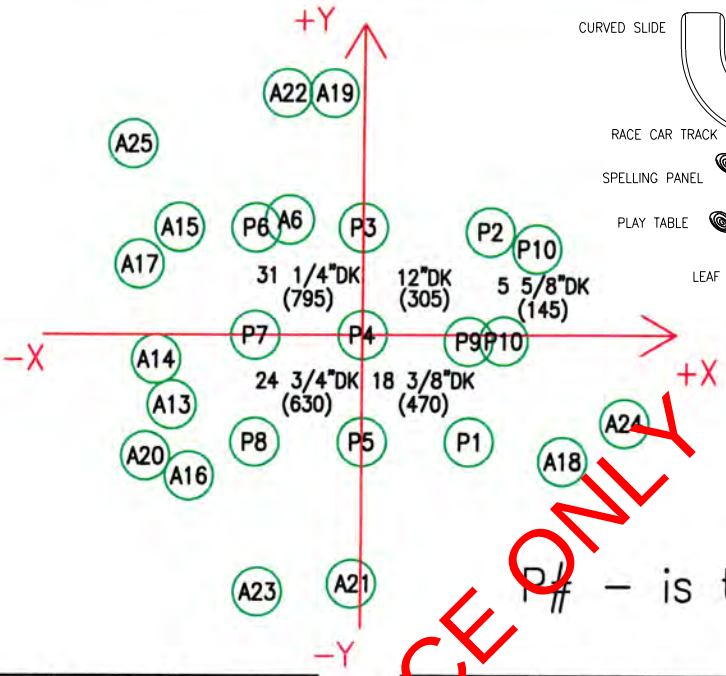
ISO 14001 CERTIFIED

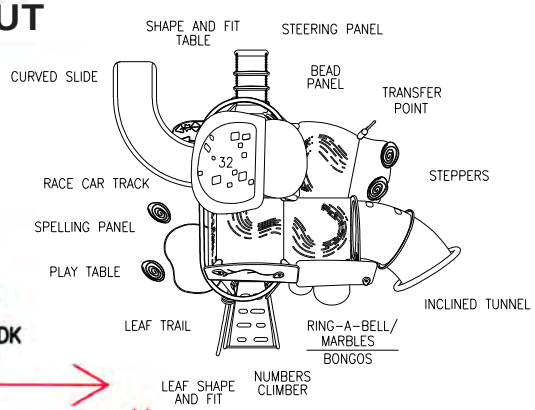
ISO 9001 Certified

SAFETY

Choose a protective surface that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

PLAN VIEW /FOOTING LAYOUT





P# – is the POST Number

FOR REFERENCE ONLY

N.	I.D.	X (cm)	Y (cm)	Dist. to 0	DIA (cm)
1	P4	0	0	0	30
2	P9	67	-4	67	30
3	P5	0	-67	67	30
4	P7	-67	0	67	30
5	P3	0	67	67	30
6	A6	-46	72	86	30
7	P10	89	-4	89	30
8	P8	-67	-67	95	30
9	P1	67	-67	95	30
10	P6	-67	67	95	30
11	P2	80	65	103	30
12	P10	109	54	122	30
13	A13	-119	-44	127	30
14	A14	-130	-15	130	30
15	A15	-115	67	134	30
16	A16	-108	-89	140	30
17	A17	-140	44	147	30
18	A18	126	-79	149	30
19	A19	-19	152	153	30
20	A20	-136	-76	156	30
21	A21	-6	-156	156	30
22	A22	-48	152	159	30
23	A23	-65	-162	174	30
24	A24	165	-55	174	30
25	A25	-145	120	188	30

N.	I.D.	X (ft-in)	Y (ft-in)	Dist. to 0	DIA (in)
1	P4	0"	0"	0"	12
2	P9	2'-2"	-2"	2'-2"	12
3	P5	0"	-2'-3"	2'-3"	12
4	P7	-2'-3"	0"	2'-3"	12
5	P3	0"	2'-3"	2'-3"	12
6	A6	-1'-6"	2'-4"	2'-10"	12
7	P10	2'-11"	-1"	2'-11"	12
8	P8	-2'-3"	-2'-3"	3'-1"	12
9	P1	2'-3"	-2'-3"	3'-1"	12
10	P6	-2'-3"	2'-3"	3'-1"	12
11	P2	2'-8"	2'-1"	3'-4"	12
12	P10	3'-7"	1'-9"	4'	12
13	A13	-3'-11"	-1'-5"	4'-2"	12
14	A14	-4'-3"	-6"	4'-3"	12
15	A15	-3'-9"	2'-3"	4'-5"	12
16	A16	-3'-7"	-2'-11"	4'-7"	12
17	A17	-4'-7"	1'-5"	4'-10"	12
18	A18	4'-2"	-2'-7"	4'-11"	12
19	A19	-8"	5'	5'	12
20	A20	-4'-6"	-2'-6"	5'-1"	12
21	A21	-2"	-5'-2"	5'-2"	12
22	A22	-1'-7"	5'	5'-3"	12
23	A23	-2'-2"	-5'-4"	5'-9"	12
24	A24	5'-5"	-1'-10"	5'-9"	12
25	A25	-4'-9"	3'-11"	6'-2"	12

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

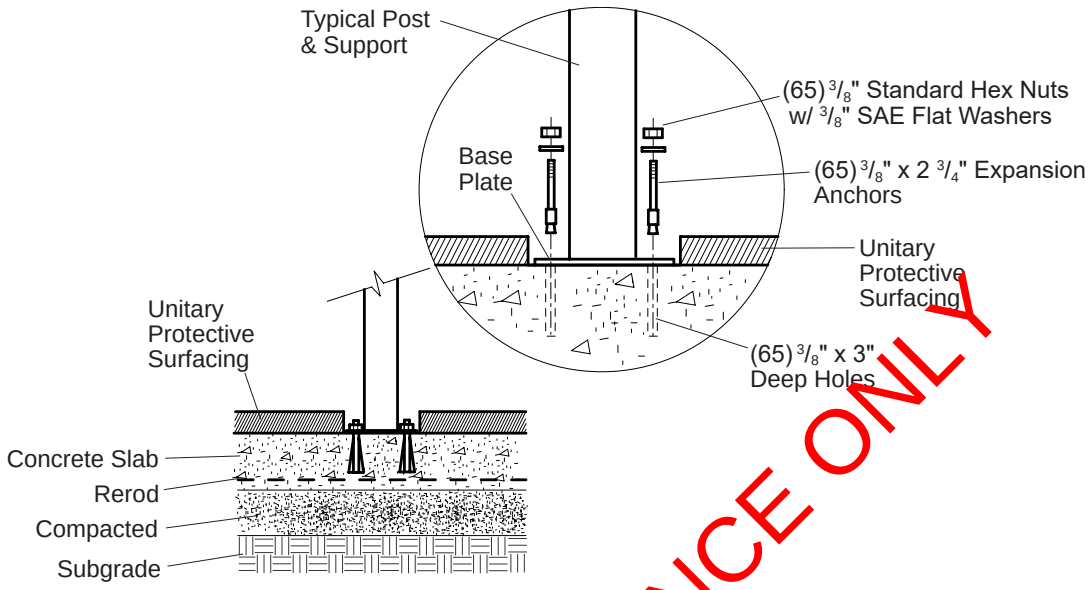
ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

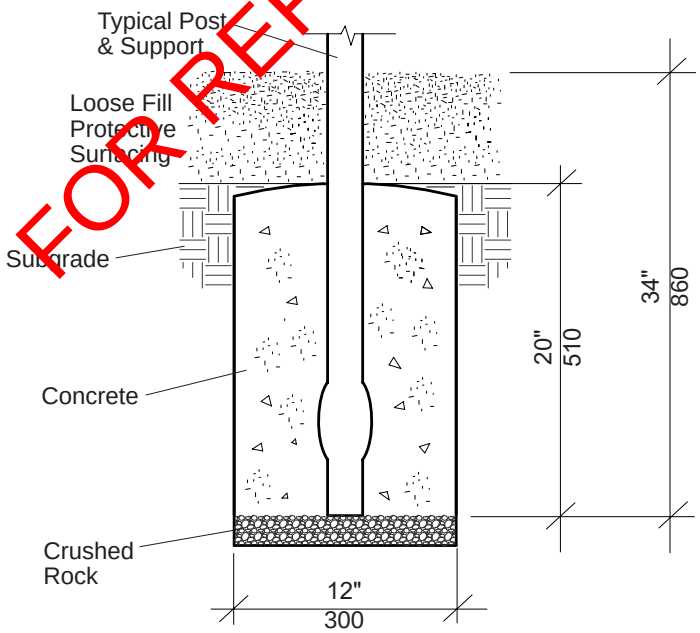
Choose a protective surfacing materi has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

DETAIL
SURFACE MOUNT



FOR REFERENCE ONLY

DETAIL
DIRECT BURY



© 2022 by Landscape Structures. All rights reserved.

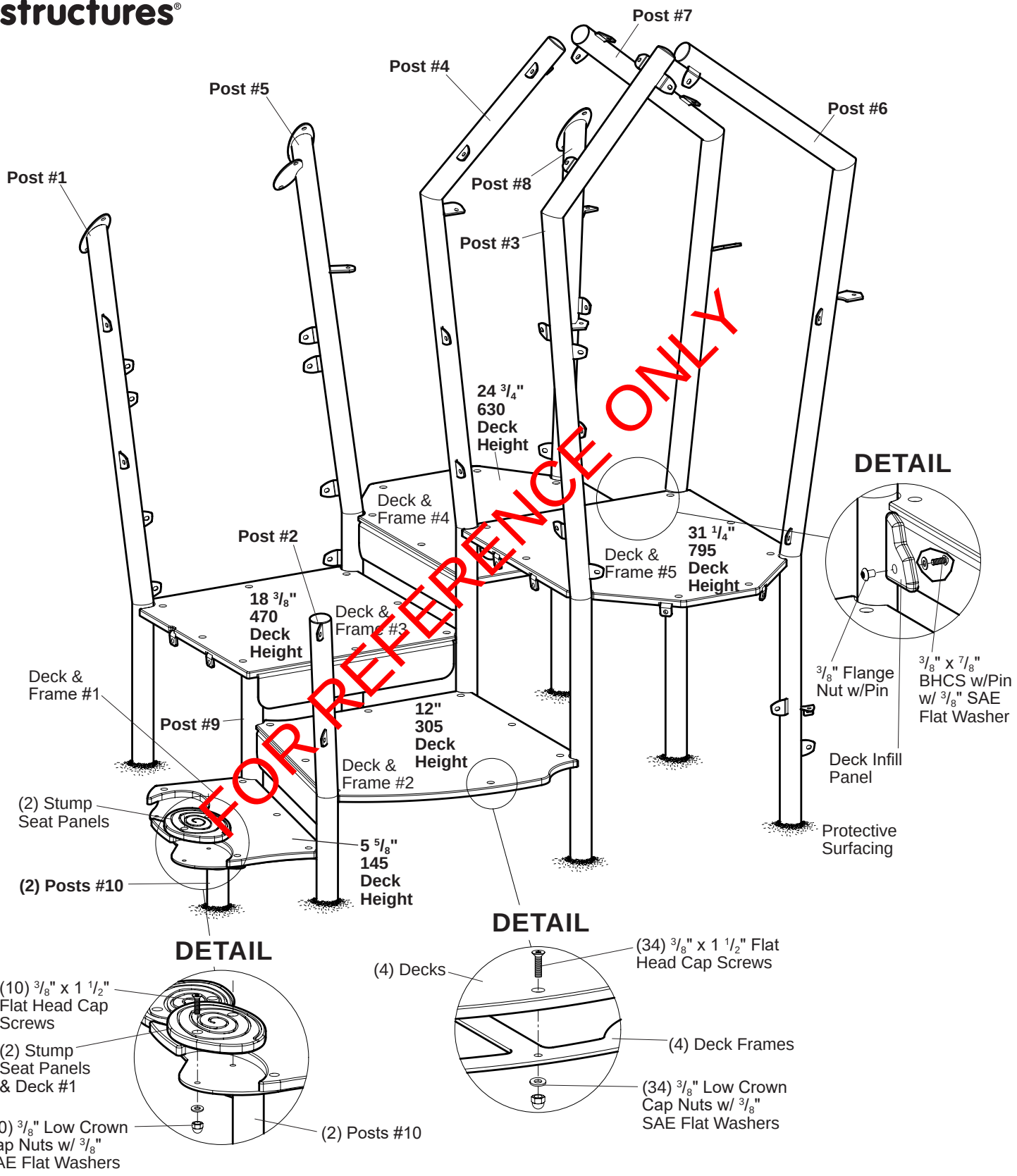
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

Choose a protective su… has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



FOR REFERENCE ONLY

Smart Play®

197057 Motion

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

Posts & Decks

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing materi has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

Parts List

Part#	Description	Qty.
196425	Post #1, Specify Color (SM)	1
197094	Post #1, Specify Color (DB)	1
196424	Post #2, Specify Color (SM)	1
197095	Post #2, Specify Color (DB)	1
196426	Post #3, Specify Color (SM)	1
197096	Post #3, Specify Color (DB)	1
196427	Post #4, Specify Color (SM)	1
197097	Post #4, Specify Color (DB)	1
196428	Post #5, Specify Color (SM)	1
197098	Post #5, Specify Color (DB)	1
196429	Post #6, Specify Color (SM)	1
197099	Post #6, Specify Color (DB)	1
196431	Post #7, Specify Color (SM)	1
197100	Post #7, Specify Color (DB)	1
227199	Post #8, Specify Color (SM)	1
227198	Post #8, Specify Color (DB)	1
196524	Post #9, Specify Color (SM)	1
197102	Post #9, Specify Color (DB)	1
197246	Post #10, Specify Color (SM)	2
197272	Post #10, Specify Color (DB)	2
211280	Deck Surface #1, Black	1
211281	Deck Surface #2, Black	1
211282	Deck Surface #3, Black	1
211283	Deck Surface #4, Black	1
211284	Deck Surface #5, Black	1
196582	Deck Frame #1, Specify Color	1
196583	Deck Frame #2, Specify Color	1
196584	Deck Frame #3, Specify Color	1
196506	Deck Frame #4, Specify Color	1
196586	Deck Frame #5, Specify Color	1
197004	Stump Seat #1, Specify Color	1
197050	Stump Seat #2, Specify Color	1
200950	Deck Infill Panel, Specify Color	1
222622	**Mainstructure Hardware Package**	1
100365	3/8" SAE Flat Washer, SST	45
100349	3/8" Low Crown Cap Nut, SST	44
151421	3/8" x 1 1/2" FHCS w/Pin	44
100196	3/8" x 7/8" BHCS w/Pin, SST	1
100353	3/8" Flange Nut w/Pin, SST	1
200978	**Motion Hardware Package (SM)**	1
100327	3/8" Standard Hex Nuts, SST.	65
100365	3/8" SAE Flat Washers, SST.	65
100263	3/8" x 2 3/4" Expansion Anchors	65

DB = Direct Bury
SM = Surface Mount

Specifications

Deck Frame: Fabricated from 1/4" (6,35 mm) HRPO steel sheet. Finish: ProShield®, color specified.

GripX Deck Surface: 3/4" (19,05 mm) Thick Permalene®, black in color.

Panels: Recycled Permalene, color specified.

Post: Weldment comprised of 2.375" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm - 2,67 mm) wall galvanized steel tubing, 1/4" (6,35 mm) HRPO steel sheet and 7 GA. (.179") (4,55 mm) HRPO steel sheet. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation specifications).

Installation Time: Approx. 30 man hours for entire structure (DB)
Approx. 25 man hours for entire structure (SM)

Fall Height: 32" (813 mm)

Area Required: 24' x 24' (7,31 m x 7,31 m) minimum

Concrete: Approx. 32.75 cu. ft. for entire structure (DB)

Weight: 1100 lbs. (DB)
950 lbs. (SM)

Height: 100" (2,54 m) Top Of Roof To Finished Grade

FOR REFERENCE ONLY

Installation Instructions

1) **(Direct Bury)** Dig footings spaced as shown. Orient posts correctly and set in proper footing holes.

2) Starting with the highest deck, attach deck frames and decks to posts. Level decks. Continue until all deck frames and decks are in position.

3) Install stump seat panels to deck frame.

4) Attach deck infill panel.

5) Attach remaining components and panels according to their respective installation sheets.

6) **(Direct Bury)** With structure square, plumb and level, pour concrete footings. Allow concrete to cure a minimum of 72 hours before users are allowed to play on the structure.

   Surface Mount - Drill 3/8" x 3" deep holes through post and footer plates into concrete slab using 3/8" masonry bit and hammer drill. Tap 3/8" x 2 3/4" expansion anchors into drilled holes and fasten with 3/8" standard hex nuts and 3/8" SAE flat washers.

7) Install protective surfacing before users are allowed to play on the structure.

© 2022 by Landscape Structures. All rights reserved.

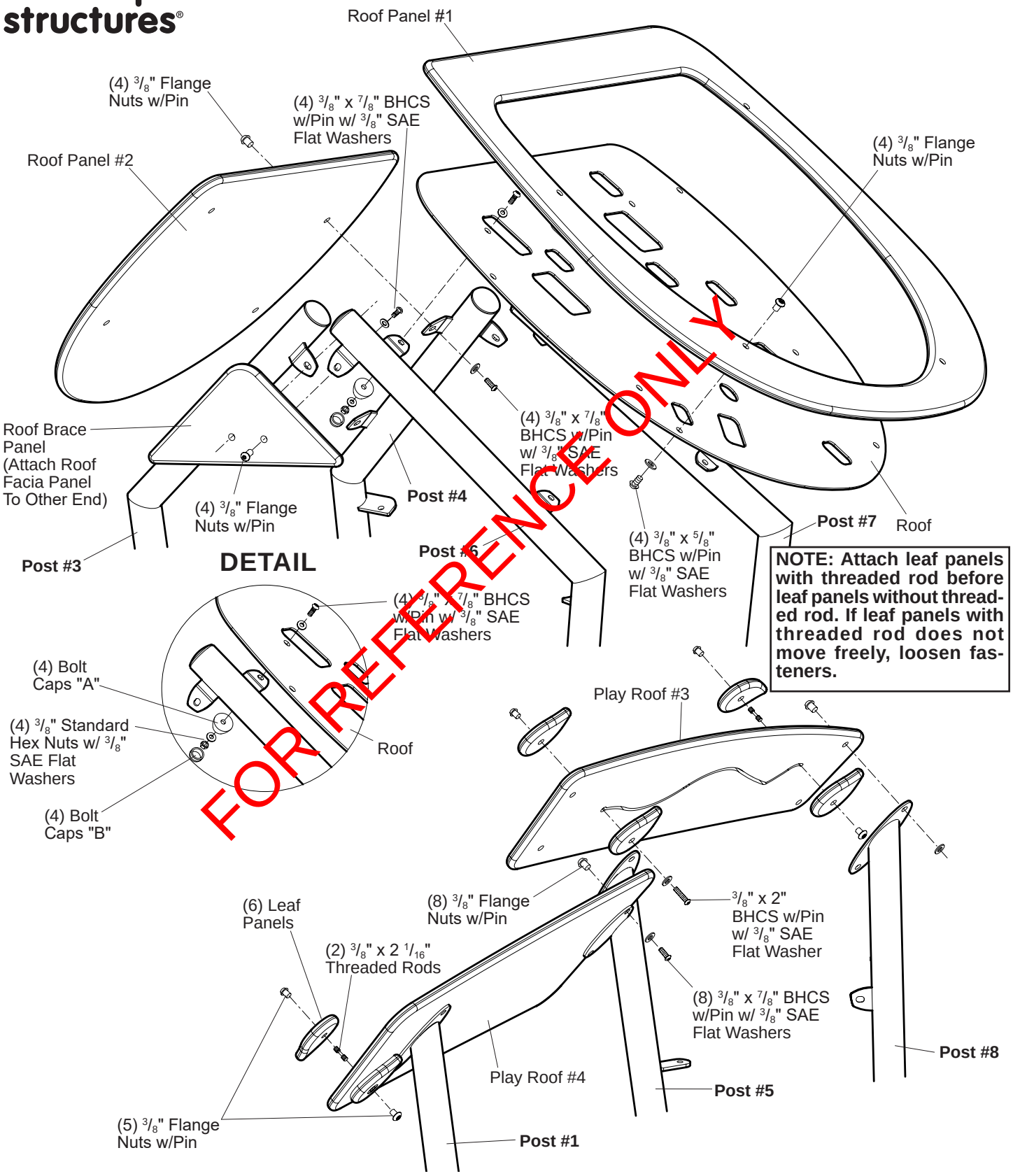
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

Choose a protective su[illegible] has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



FOR REFERENCE ONLY

197057 Motion

Smart Play®

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

Roof

Parts List

Part#	Description	Qty.
200383	**Roof 2 Panel Set, Specify Color**	1
196802	Roof Panel #1, Specify Color	1
196805	Roof Panel #2, Specify Color	1
196807	Roof Panel #3, Specify Color	1
196833	Roof Panel #4, Specify Color	1
196810	Roof, Specify Color	1
196806	Roof Brace Panel, Specify Color	1
199316	Play Roof Facia Panel, Specify Color	1
197233	Leaf Panel, Specify Color	6
307488	**Motion Roofs Hardware Package**	1
100195	3/8" x 5/8" BHCS w/Pin, SST	4
100196	3/8" x 7/8" BHCS w/Pin, SST	20
100327	3/8" Standard Hex Nut, SST	4
100353	3/8" Flange Nut w/Pin, SST	25
100365	3/8" SAE Flat Washer, SST	29
100173	3/8" x 2" BHCS w/Pin, SST	1
123115	3/8" x 2 1/16" Threaded Rod	2
108184	Bolt Cap Part A, White	4
108185	Bolt Cap Part B, White	4

Specifications

Panels: Recycled Permalene® panel, color specified.

Roof: Fabricated from 7 GA. (.179") (4,55 mm) HRPO steel sheet. Finish: ProShield®, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Instructions

1) Attach leaf panels to roof panels.

2) Attach roof and roof panels to post tabs.

FOR REFERENCE ONLY

SAFETY NOTE

Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

© 2022 by Landscape Structures. All rights reserved.

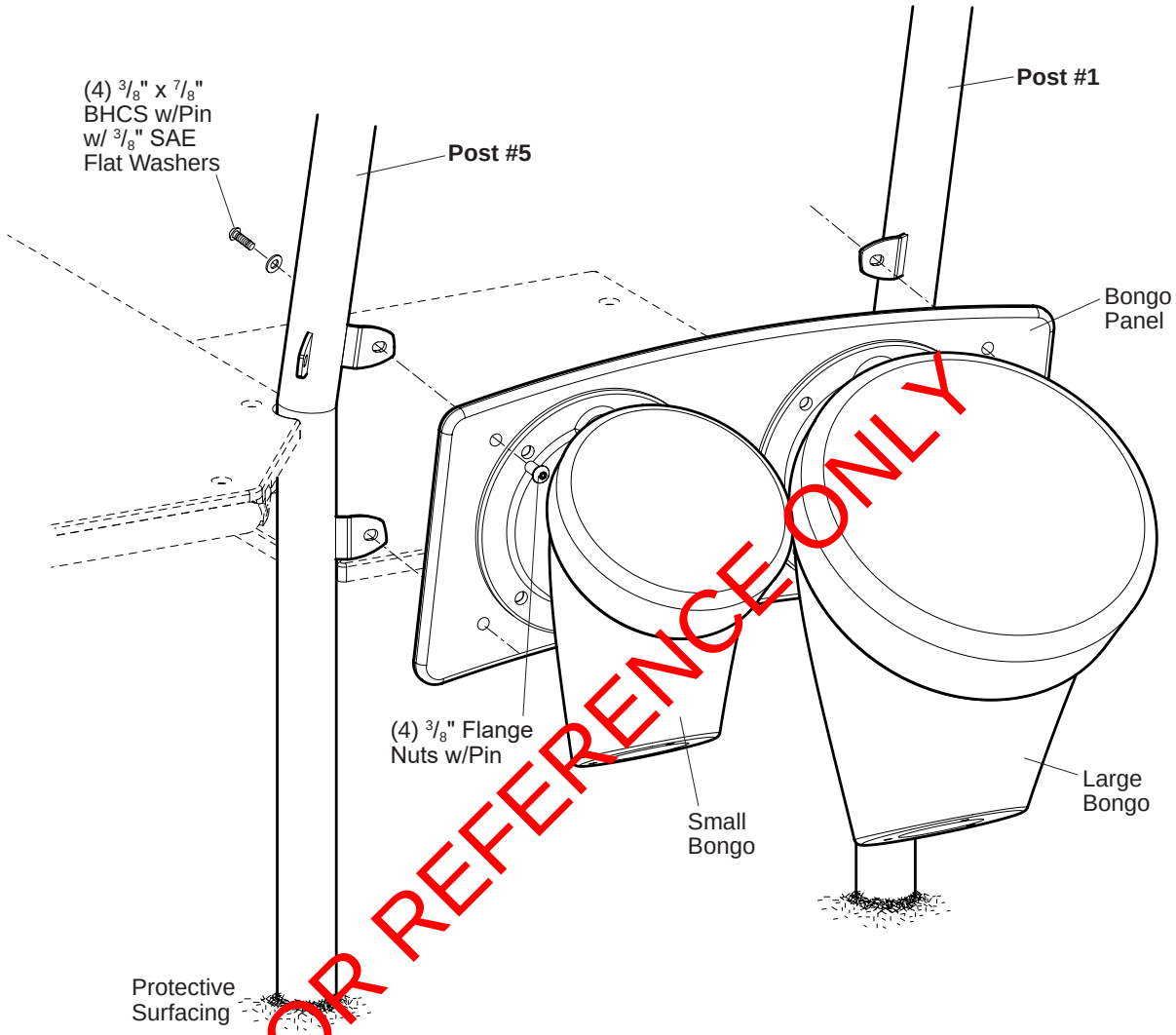
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

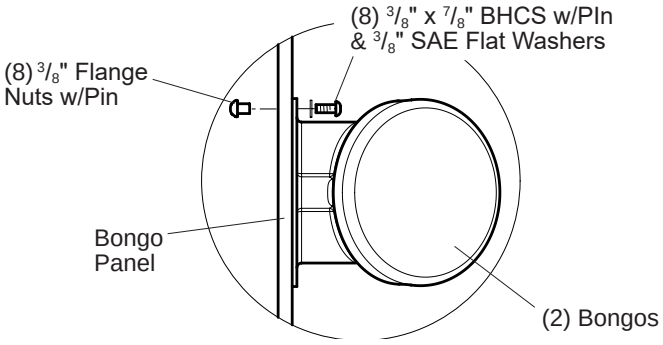
SAFETY

Choose a protective su… has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

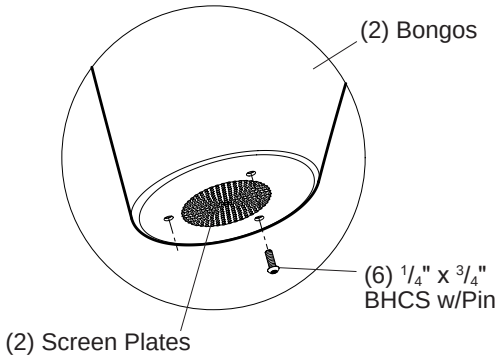


FOR REFERENCE ONLY

DETAIL
BONGO ATTACHMENT



DETAIL
SCREEN ATTACHMENT



NOTE: Screen plates attach (flat side to flat side) to inside of Bongos.

197057 Motion

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing materi
has a Critical Height Value of at least the
height of the Highest Accessible Part/Fall
Height of the adjacent equipment. (Ref.
ASTM F1487.)

Bongo Panel

Parts List

Part#	Description	Qty.
163911	Small Bongo, Specify Color	1
163912	Large Bongo, Specify Color	1
196817	Bongo Panel, Specify Color	1
164523	Screen Plate, Black	2
200949	**Bongo Panel Hardware Package**	1
100196	$^{3}/_{8}$" x $^{7}/_{8}$" BHCS w/Pin, SST	12
100353	$^{3}/_{8}$" Flange Nut w/Pin, SST	12
100365	$^{3}/_{8}$" SAE Flat Washers, SST	12
162374	$^{1}/_{4}$" x $^{3}/_{4}$" BHCS w/Pin, SST	6
127463	T-27 TPP Hex Bit (Torx)	1

Specifications

Panel: Recycled Permalene® panel, color specified.

Bongo: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Screen Plate: Fabricated from 12 GA. (.105") (2,67 mm) HRPO flat steel. Finish: ProShield®, black in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Instructions

1) Attach screen plates to bongos. **NOTE:** *Screen plates attach (flat side to flat side) to inside of Bongos.*

2) Attach Bongos to Bongo Panel.

3) Attach Bongo Panel to post tabs.

FOR REFERENCE ONLY

landscape structures®

ISO 14001 CERTIFIED

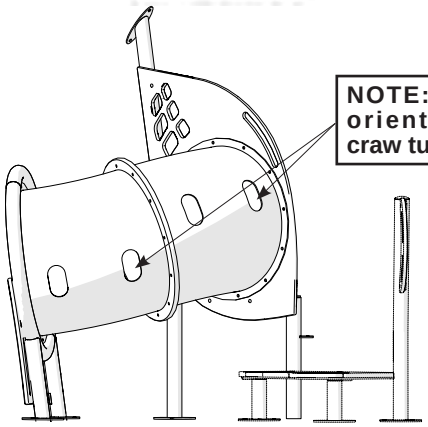
ISO 9001 Certified

SAFETY

Choose a protective su… has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

NOTE: Bottom hole in tunnel section does not require a fastener.

NOTE: Correct orientation of craw tunnel.



Crawl Tunnel Panel

(4) 3/8" x 7/8" BHCS w/Pin w/ 3/8" SAE Flat Washers

(4) 3/8" Flange Nuts w/Pin

(11) 3/8" Flange Nuts w/Pin

Post #1

(11) 3/8" x 7/8" BHCS w/Pin w/ Roto Tunnel Contoured Washers

Flanged 30° Tunnel Section

(2) 3/8" x 7/8" BHCS w/Pin w/ 3/8" SAE Flat Washers

Post #2

(10) 3/8" x 7/8" BHCS w/Pin w/Roto Tunnel Contoured Washers

(2) 3/8" Flange Nuts w/Pin

(12) Attachment Blocks

(10) 3/8" Flange Nuts w/Pin

30° Tunnel Section

Entry Hand-hold Panel

(2) Tunnel Rings

Tunnel Support

(2) 3/8" Flange Nuts w/Pin

(2) 3/8" x 1 11/16" BHCS w/Pin w/ Roto Tunnel Contoured Washers

Protective Surfacing

9 5/8" 244

DETAIL

TUNNEL ASSY.

(12) Attachment Blocks

(2) 3/8" x 7/8" BHCS w/Pin w/3/8" SAE Flat Washers

Flanged Tunnel End

(12) 3/8" Standard Hex Nuts

(12) 3/8" x 1 1/8" BHCS w/Pin w/Roto Tunnel Contoured Washers

Standard Tunnel End

Tunnel Grass Left Panel

Tunnel Grass Panel

(2) 3/8" Flange Nuts w/Pin



NOTE: Be sure to orientate contoured washers as shown.

FOR REFERENCE ONLY

197057 Motion

Smart Play®

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

Crawl Tunnel

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

Parts List

Part#	Description	Qty.
201077	Tunnel Ring Panel, Specify Color	2
196827	Crawl Tunnel Panel, Specify Color	1
200748	Tunnel Grass Left Panel, Specify Color	1
198121	Tunnel Grass Panel, Specify Color	1
108175	30º Tunnel Section, Specify Color	1
108177	Flanged 30º Tunnel Section, Specify Color	1
200498	Tunnel Support, Specify Color (SM)	1
201075	Tunnel Support, Specify Color (DB)	1
133047	Attachment Block, Specify Color	12
197232	Entry Handhold Panel, Specify Color	1
219162	**Crawl Tunnel Hardware Package**	1
100196	3/8" x 7/8" BHCS w/Pin, SST	29
100198	3/8" x 1 1/8" BHCS w/Pin, SST	12
123224	3/8" x 1 11/16 BHCS w/Pin, SST	2
100353	3/8" Flange Nut w/Pin, SST	31
100365	3/8" SAE Flat Washer, SST	8
216834	Roto Tunnel Contoured Washer, SST	35
100327	3/8" Standard Hex Nut, SST	12

DB = Direct Bury
SM = Surface Mount

FOR REFERENCE ONLY

Specifications

Panels: Recycled Permalene® panel, color specified.

Tunnel Section: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Tunnel Support: Weldment comprised of 2.375" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm - 2,67 mm) wall galvanized steel tubing, and 1/8" (.125") (3,18 mm) HRPO steel sheet. Finish: ProShield®, color specified.

Attachment Block: U.V. stabilized high-density polyethylene, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Instructions

1) Attach crawl tunnel panel to post and deck tabs.
2) Attach crawl tunnel sections to crawl tunnel panel.
3) Attach tunnel support, tunnel ring panels and grass panels to crawl tunnel.
4) Attach entry handhold panel to post tabs.

© 2022 by Landscape Structures. All rights reserved.

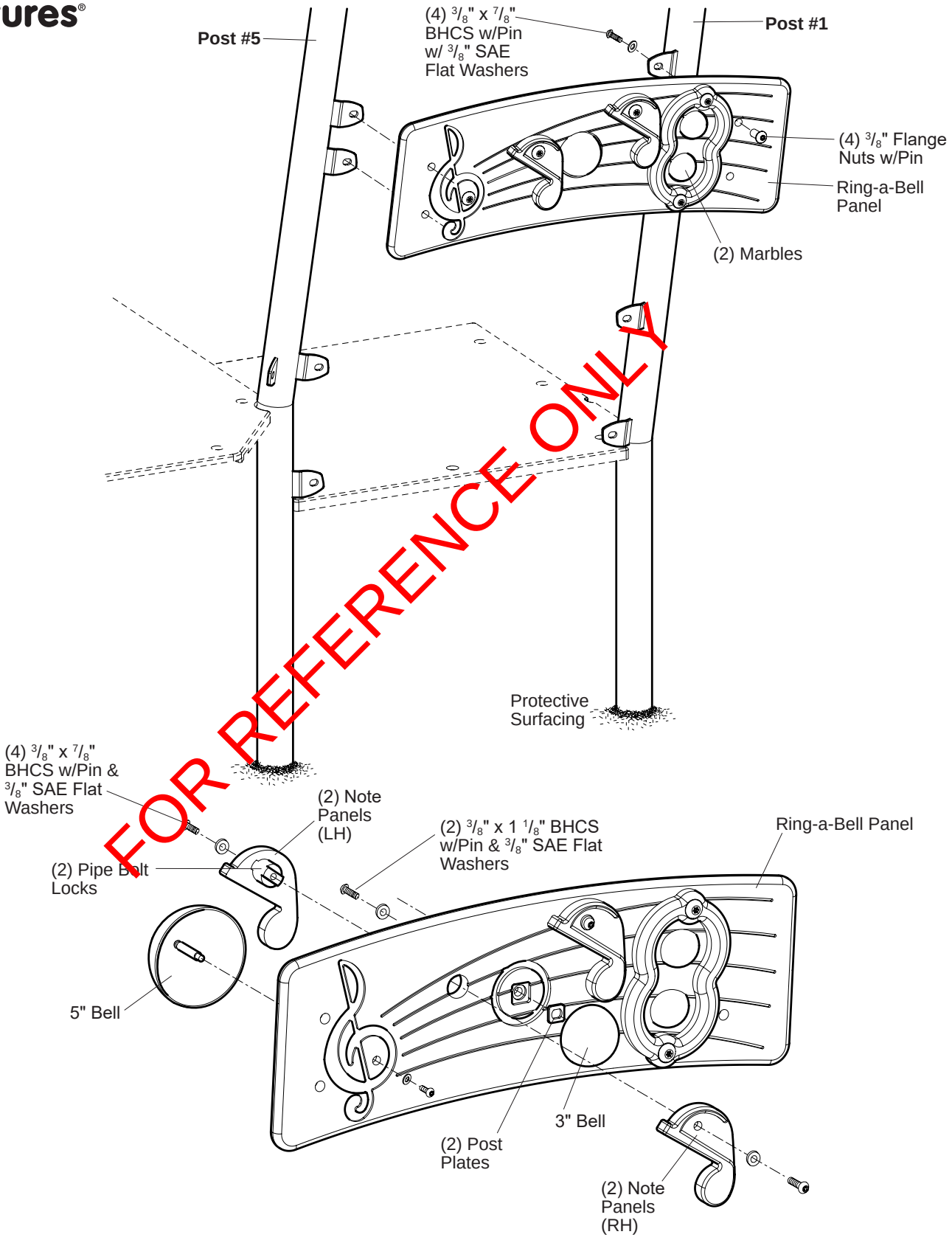
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

Choose a protective su… has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



FOR REFERENCE ONLY

Smart Play®

197057 Motion

© 2022 by Landscape Structures. All rights reserved.

Document #30…

landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing materi
has a Critical Height Value of at least the
height of the Highest Accessible Part/Fall
Height of the adjacent equipment. (Ref.
ASTM F1487.)

Ring-a-Bell Panel

Parts List

Part#	Description	Qty.
197308	Note Panel (RH), Specify Color	2
197309	Note Panel (LH), Specify Color	2
158433	3" Bell, Specify Color	1
158434	5" Bell, Specify Color	1
200770	Ring-a-Bell Panel, Specify Color	1
219272	**Ring-a-Bell Hardware Package**	1
100196	$^3/_8$" x $^7/_8$ BHCS w/Pin, SST	8
100198	$^3/_8$" x 1 $^1/_8$" BHCS w/Pin, SST	2
100353	$^3/_8$" Flange Nut w/Pin, SST	4
100365	$^3/_8$" SAE Flat Washers, SST	10
158335	Bell Post Plate, SST	2
197312	Pipe Bolt Lock, Aluminum	2

Specifications

Panels: Recycled Permalene® , color specified.

Marble: 2" Diameter glass.

Bells: Fabricated from 10 GA. (.135") HRPO low carbon steel. Finish: ProShield®, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Instructions

1) Attach panel to post tabs.

2) Attach Note panels and pipe bolt locks to Ring-a-Bell panel.

3) Insert post plates into bell panel cutouts. Attach bells to Ring-a-Bell panel, as shown.

FOR REFERENCE ONLY

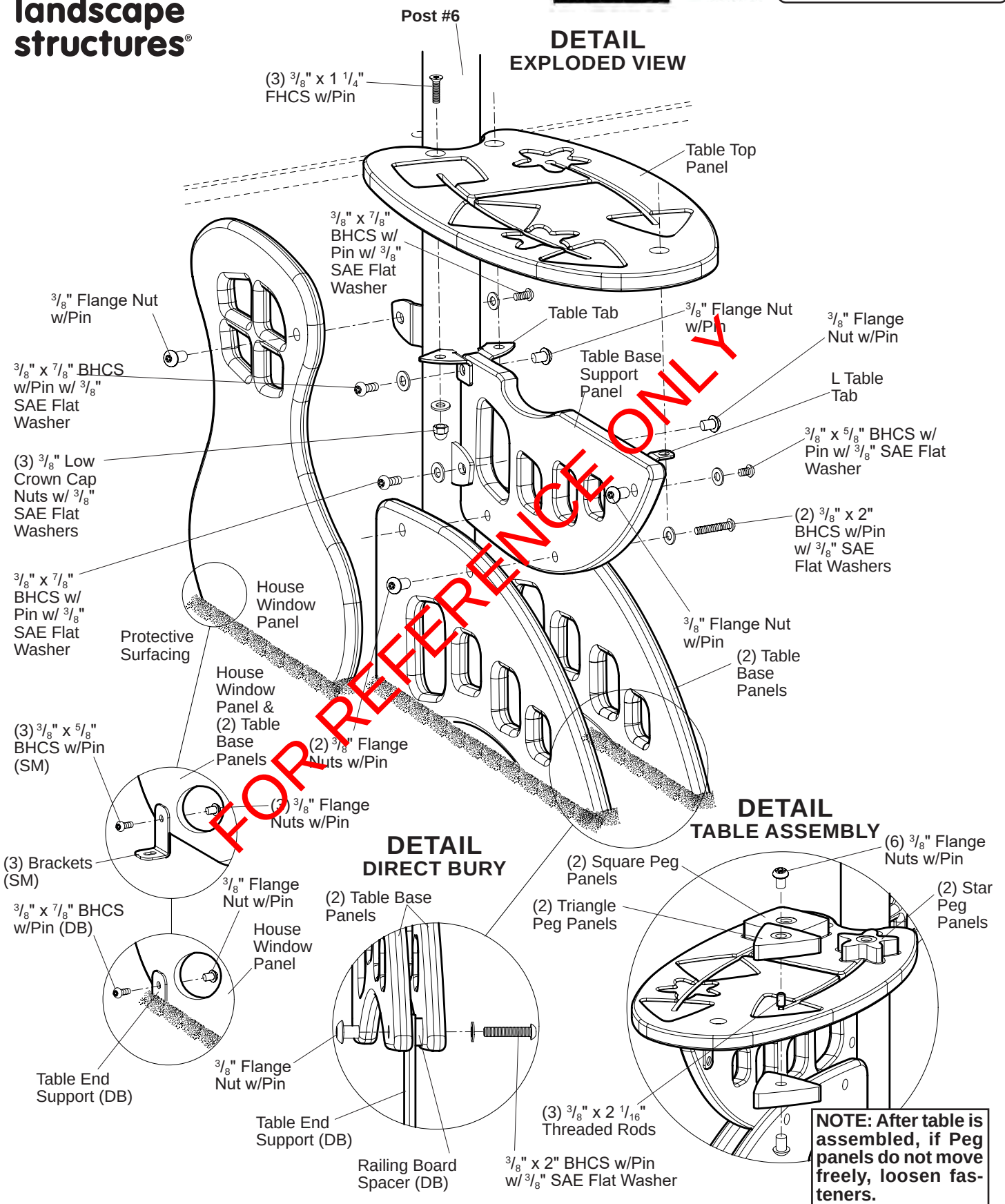
© 2022 by Landscape Structures. All rights reserved.

landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY
Choose a protective surface that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



FOR REFERENCE ONLY

197057 Motion

Smart Play®

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing materi
has a Critical Height Value of at least the
height of the Highest Accessible Part/Fall
Height of the adjacent equipment. (Ref.
ASTM F1487.)

Parts List

Part#	Description	Qty.
197306	Table Tab, Specify Color	1
204724	Angle Bracket, SST. (SM)	3
197307	L Table Tab, Specify Color	1
197054	House Panel, Specify Color	1
197055	Table Base Panel, Specify Color	2
197056	Table Base Support Panel, Specify Color	1
197069	Table Top Panel, Specify Color	1
197116	Star Peg Panel, Specify Color	2
197117	Square Peg Panel, Specify Color	2
197118	Triangle Peg Panel, Specify Color	2
201029	End Panel Support, (DB), Specify Color	2
207485	Railing Board,Spacer, (DB)	1
203618	**Play Table Hardware Package**	1
100196	3/8" x 7/8" BHCS w/Pin, SST	4
100173	3/8" x 2" BHCS w/Pin, SST	3
100252	3/8" x 1 1/4" FHCS w/Pin, SST	3
100349	3/8" Low Crown Cap Nut, SST	3
100353	3/8" Flange Nut w/Pin, SST	15
123115	3/8" x 2 1/16" Threaded Rod	3
100365	3/8" SAE Flat Washer, SST	10
100195	3/8" x 5/8" BHCS w/Pin, SST	4

Specifications

Panels: Recycled Permalene®, color specified.

End Panel Supt.: Weldment comprised of 1/4" (6,35 mm) HRPO steel sheet and 3/8" (9,53 mm) re-bar. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

FOR REFERENCE ONLY

Installation Instructions

1) Attach table base support panel and house window panel to post tabs.
2) Attach table base panels to table base support panel.
3) Attach table top panel to post tabs and L table tab.
4) Attach peg panels to table top panel.
5) Attach angle brackets/supports to table base panels.

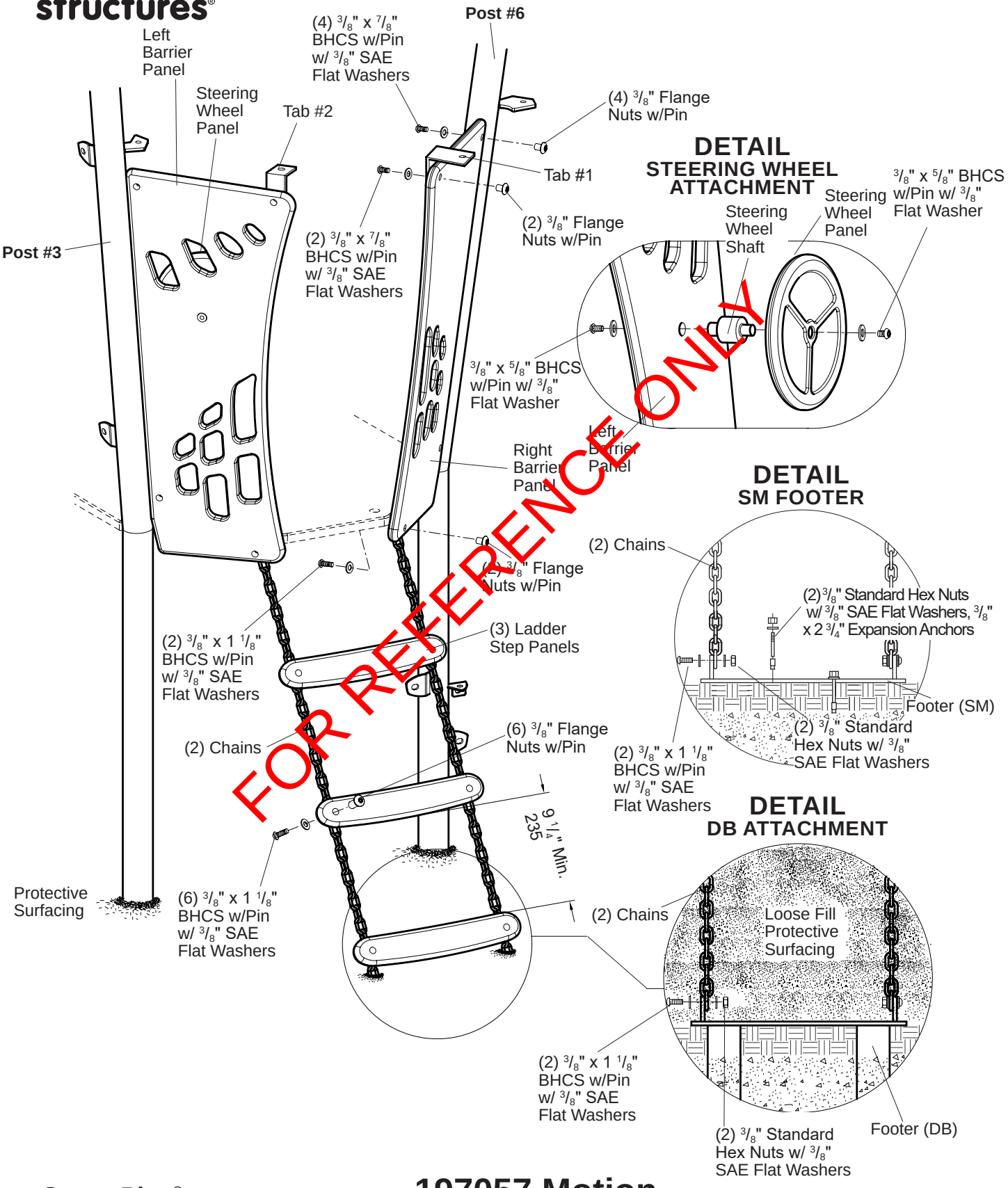
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

Choose a protective su… has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



FOR REFERENCE ONLY

Smart Play®

197057 Motion

© 2022 by Landscape Structures. All rights reserved.

Document #30…

landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

Chain Ladder

Parts List

Part#	Description	Qty.
200775	Chain Ladder Footer, (DB)	1
200760	Chain Ladder Footer, (SM)	1
196657	Barrier Panel, (R), Specify Color	1
196655	Barrier Panel, (L), Specify Color	1
200723	Steering Wheel Panel, Specify Color	1
152053	37 1/2" Chain, (SM), Dark Grey	2
152048	49 13/16" Chain, (DB), Dark Grey	2
197074	Ladder Step Panel, Specify Color	3
197070	Tab #1, Specify Color	1
197071	Tab #2, Specify Color	1
203620	**Chain Ladder Hardware Package**	1
100195	3/8" x 5/8" BHCS w/Pin, SST	2
100196	3/8" x 7/8" BHCS w/Pin, SST	6
100198	3/8" x 1 1/8" BHCS w/Pin, SST	10
100327	3/8" Standard Hex Nut, SST	2
100353	3/8" Flange Nut w/Pin, SST	14
100362	3/8" Flat Washer, SST	2
100365	3/8" SAE Flat Washer, SST	18
200550	Steering Wheel Shaft, Aluminum	1

DB = Direct Bury
SM = Surface Mount

Specifications

Panels: Recycled Permalene® panel, color specified.

Chain: Steel 3/16" (4,75 mm) straight link chain, 800 lb. (362,87 kilograms) working load limit. Finish: TenderTuff, color specified.

Chain

Ladder Footer: Weldment comprised of 1.900" (48,26 mm) O.D. RS20 (.090"-.100") (2,29 mm - 2,54 mm) wall galvanized steel tubing and 1/4" (6,35 mm) HRPO steel sheet. Finish: ProShield®, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Instructions

1) Attach panels to post tabs.
2) Attach panels and chain to deck frame tabs.
3) Attach steering wheel to left barrier panel.
4) Attach ladder steps to chains.
5) **(Direct Bury)** Determine footing locations by pulling chain ladder tight and laying end on subgrade. Drill footing holes 2" out from end of where chain ladder meets subgrade.

   Fasten chain ladder to support.

   Pour concrete into footing holes. Push chain ladder support into concrete until chain ladder is tight and top of support is positioned flush with top of subgrade. Temporarily weigh support down so it remains in position until concrete has set.

   (Surface Mount) Attach support to chain ladder. Pull chain ladder tight and drill 1/2" x 3" deep holes through support using hammer drill and 1/2" masonry bit. Tap expansion anchors into drilled holes. Fasten support to expansion anchors using 1/2" standard hex nuts with 1/2" flat washers.

FOR REFERENCE ONLY

© 2022 by Landscape Structures. All rights reserved.

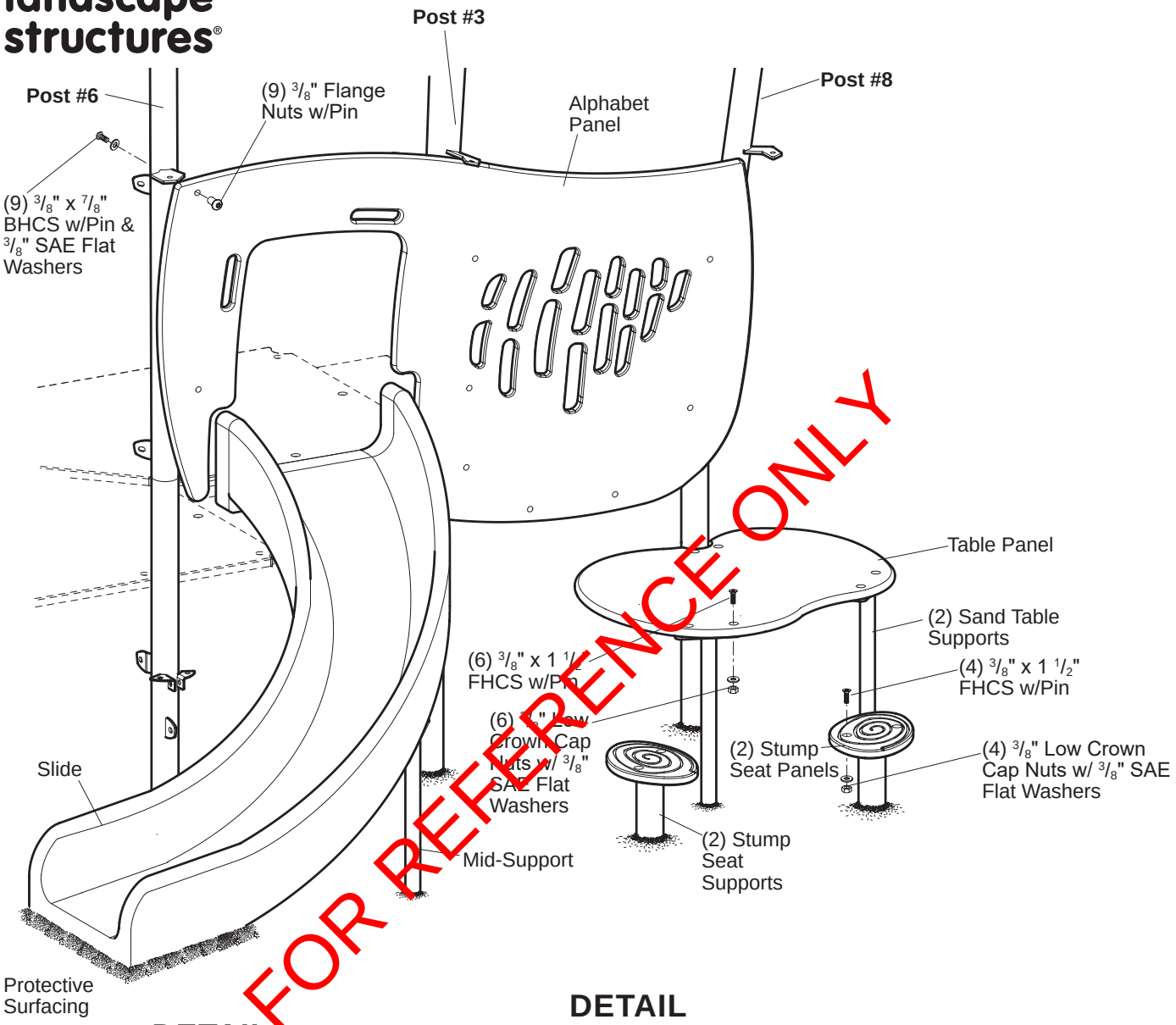
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

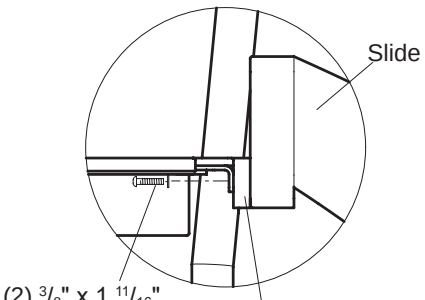
SAFETY

Choose a protective su… has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

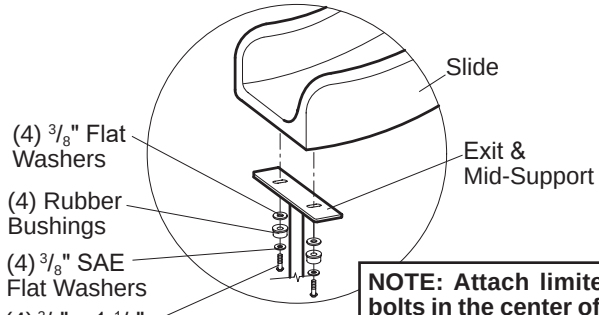


FOR REFERENCE ONLY

DETAIL
SLIDE ATTACHMENT



DETAIL
SUPPORT ATTACHMENT



NOTE: Attach limited thread bolts in the center of the slots to allow for expansion and contraction. Snug bolts down only, do not overtighten.

197057 Motion

Smart Play®

© 2022 by Landscape Structures. All rights reserved.

Document #30…

landscape structures®

Slide & Sand Table

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing materi has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

Parts List

Part#	Description	Qty.
200985	Sand Table Support, (DB), Specify Color	2
200282	Sand Table Support, (SM), Specify Color	2
275936	Curved Slide, Specify Color	1
200988	Exit Support, (DB), Specify Color	1
200337	Exit Support, (SM), Specify Color	1
200987	Mid-Support, (DB), Specify Color	1
200338	Mid-Support, (SM), Specify Color	1
197004	Stump Seat Panel #1, Specify Color	1
197050	Stump Seat Panel #2, Specify Color	1
197005	Stump Seat Support, (DB), Specify Color	2
200284	Stump Seat Support, (SM), Specify Color	2
200954	Slide Spacer Panel, Specify Color	1
227197	Alphabet Panel, No Chute, Specify Color	1
206333	Table Panel, Specify Color	1
307491	**Alphabet Hardware Package**	1
100196	$^3/_8$" x $^7/_8$" BHCS w/Pin, SST	9
100353	$^3/_8$" Flange Nut w/Pin, SST	9
100365	$^3/_8$" SAE Flat Washer, SST	25
100362	$^3/_8$" Flat Washer, SST	4
151421	$^3/_8$" x 1 $^1/_2$" FHCS w/Pin, SST	10
123224	$^3/_8$" x 1 $^{11}/_{16}$" BHCS w/Pin, SST	2
100292	$^3/_8$" x 1 $^1/_4$" BHCS w/Pin Ltd. Thread Bolt, SST	4
100349	$^3/_8$" Low Crown Nut, SST	10
127463	T-27 TPP Hex Bit (Torx)	1
111442	Rubber Bushing	4

DB = Direct Bury
SM = Surface Mount

Specifications

Slide: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Mid-Support: Weldment comprised of 1.315" (33,40 mm) O.D. RS20 (.080" - .090") (2,03 mm-2,29 mm) galvanized steel tubing, and $^1/_4$" (6,35 mm) HRPO steel sheet. Finish: ProShield, color specified.

Sand Table Support: Weldment comprised of 1.315" (33,40 mm) O.D. RS20 (.080" - .090") (2,03 mm-2,29 mm) galvanized steel tubing, and $^1/_4$" (6,35 mm) HRPO steel sheet. Finish: ProShield, color specified.

Exit Footer: Weldment comprised of 2.375" (60,33 mm) O.D. x .188" (4,78 mm) wall galvanized steel tubing, and $^1/_4$" (6,35 mm) HRPO steel sheet. Finish: ProShield, color specified.

Stump Seat Support: Weldment comprised of 2.375" (60,33 mm) O.D. x .188" (4,78 mm) wall galvanized steel tubing, and $^1/_4$" (6,35 mm) HRPO steel sheet. Finish: ProShield, color specified.

Panels: Recycled Permalene®, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Instructions

1) Attach alphabet panel to post tabs and deck frame tabs.
2) Attach exit and mid-supports to slide. **NOTE:** *Attach bolts in center of the slots to allow for expansion and contraction. Snug bolts down only, do not over-tighten!* See Support Attachment Detail.
3) Attach slide to deck frame tabs.
4) Attach table panel to sand table supports and post tab.
5) Attach stump seat panels to stump seat supports.

FOR REFERENCE ONLY

ECO-0102237 Document #30748700 replaces #29627900. Updated Hardware packages

© 2022 by Landscape Structures. All rights reserved.

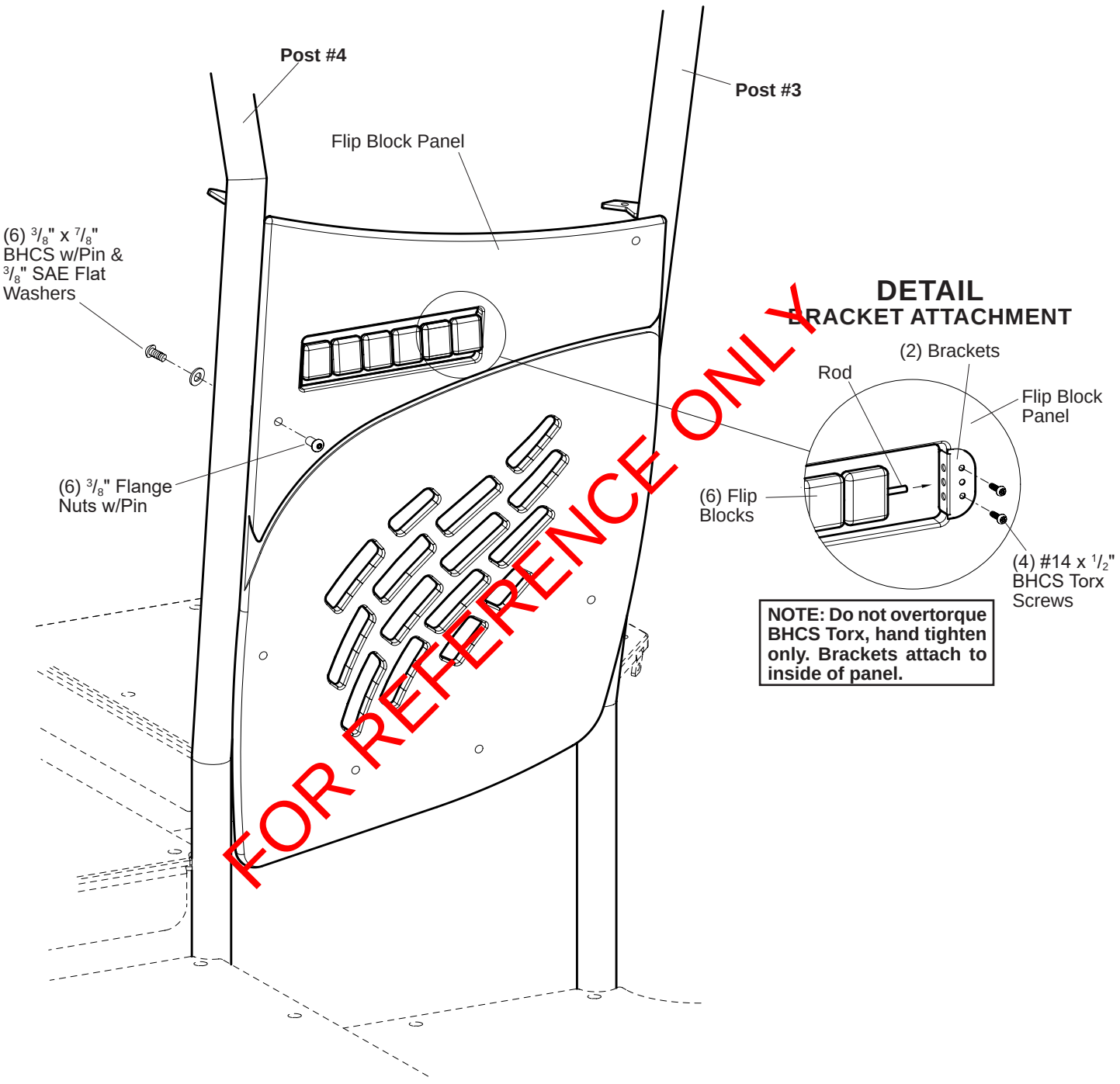
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

Choose a protective su… has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



© 2022 by Landscape Structures. All rights reserved.

landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing materi
has a Critical Height Value of at least the
height of the Highest Accessible Part/Fall
Height of the adjacent equipment. (Ref.
ASTM F1487.)

Flip Block Panel

Parts List

Part#	Description	Qty.
196814	Flip Block Panel, Specify Color	1
106151	Flip Block Bracket, SST	2
200838	Flip Block 1, Specify Color	2
200982	Flip Block 2, Specify Color	2
200983	Flip Block 3, Specify Color	2
106161	1/4" x 12 3/8" Rod, SST	1
200964	**Flip Block Hardware Package**	1
100196	3/8" x 7/8" BHCS w/Pin, SST	6
100353	3/8" Flange Nut w/Pin, SST	6
100365	3/8" SAE Flat Washer, SST	6
129671	#14 x 1/2" Torx-Pin Cap Screw, SST	4
127463	T-27 TPP Hex Bit (Torx)	1

Specifications

Panel: Solid color Permalene® panel, color specified.

Flip Blocks: Made from compression-molded 3/4" (19,05 mm) thick U.V. stabilized high-density polyethylene with all edges eased. Black, red and yellow in color.

Fasteners: Primary fasteners shall be socketed and pinned tam-perproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Instructions

1) Attach flip blocks and brackets to flip block panel.

2) Attach panel assembly to post tabs.

FOR REFERENCE ONLY

© 2022 by Landscape Structures. All rights reserved.

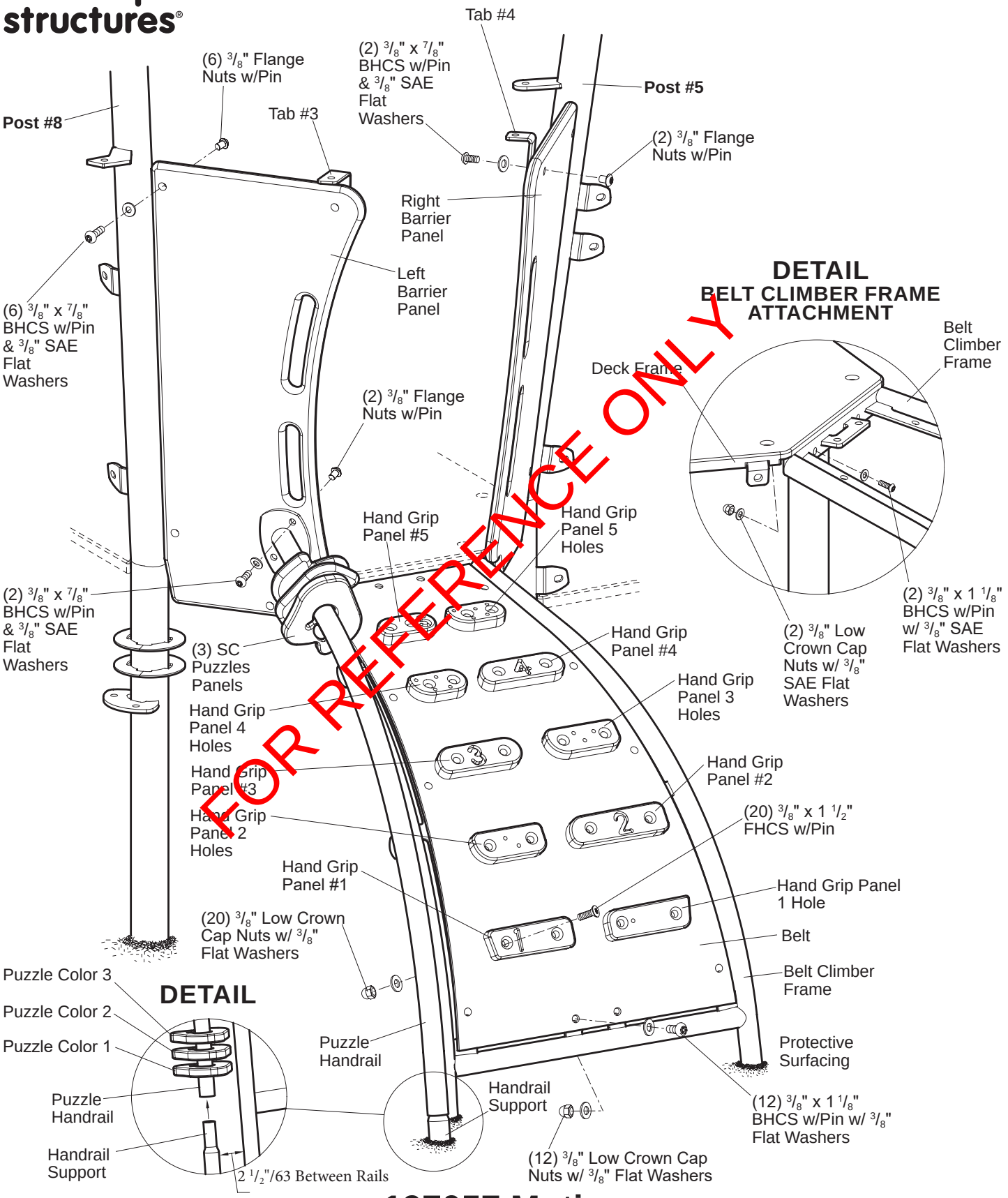
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

Choose a protective su… has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



197057 Motion

Smart Play®

© 2022 by Landscape Structures. All rights reserved.

landscape structures®

Belt Climber

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing materi
has a Critical Height Value of at least the
height of the Highest Accessible Part/Fall
Height of the adjacent equipment. (Ref.
ASTM F1487.)

Parts List

Part#	Description	Qty.
199551	Hand Grip Panel #1, Specify Color	1
199552	Hand Grip Panel 1 Hole, Specify Color	1
199553	Hand Grip Panel #2, Specify Color	1
199554	Hand Grip Panel 2 Holes, Specify Color	1
199555	Hand Grip Panel #3, Specify Color	1
199556	Hand Grip Panel 3 Holes, Specify Color	1
199557	Hand Grip Panel #4, Specify Color	1
199558	Hand Grip Panel 4 Holes, Specify Color	1
199559	Hand Grip Panel #5, Specify Color	1
199560	Hand Grip Panel 5 Holes, Specify Color	1
292064	Belt Climber Frame, (SM), Specify Color	1
292065	Belt Climber Frame, (DB), Specify Color	1
292062	Belt, Black	1
196971	Puzzle Handrail, Specify Color	1
200273	Handrail Support, (SM), Specify Color	1
196974	Handrail Support, (DB), Specify Color	1
199776	Puzzle Panel Color #1, Specify Color	1
198901	Puzzle Panel Color #2, Specify Color	1
200410	Puzzle Panel Color #3, Specify Color	1
196653	Left Barrier Panel, Specify Color	1
197049	Right Barrier Panel, Specify Color	1
197048	Tab #4, Specify Color	1
197051	Tab #3, Specify Color	1
292067	**Belt Climber Hardware Package**	1
100196	$^3/_8$" x $^7/_8$" BHCS w/Pin, SST	10
100198	$^3/_8$" x 1 $^1/_8$" BHCS w/Pin, SST	14
100365	$^3/_8$" SAE Flat Washer, SST	14
100362	$^3/_8$" Flat Washer, SST	44
151421	$^3/_8$" x 1 $^1/_2$" FHCS w/Pin, SST	20
100349	$^3/_8$" Low Crown Nut, SST	34
100353	$^3/_8$" Flange Nut w/Pin, SST	10

DB = Direct Bury
SM = Surface Mount

Specifications

Belt: Made from .315" (8,00 mm) thick mini rough top 3-ply rubber belting with polyester fabric plys, black in color.

Belt Climber Frame: Weldment comprised of 1.315" (33,40 mm) O.D. RS20 (.080" - .090") (2,03 mm-2,29 mm) galvanized steel tubing, $^1/_4$" (6,35 mm) HRPO steel sheet and $^1/_8$" (.125") (3,18 mm) HRPO steel sheet. Finish: ProShield®, color specified.

Puzzle Handrail: Weldment comprised of 1.315" (33,40 mm) O.D. RS20 (.080" - .090") (2,03 mm-2,29 mm) galvanized steel tubing, and $^1/_4$" (6,35 mm) HRPO steel sheet. Finish: ProShield, color specified.

Handrail Support: Weldment comprised of 1.315" (33,40 mm) O.D. RS20 (.080" - .090") (2,03 mm-2,29 mm) galvanized steel tubing. Finish: ProShield, color specified.

Panels: Recycled Permalene®, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Instructions

1) Attach barrier panels to post tabs and deck frame tabs.
2) Attach belt climber frame to deck frame tabs.
3) Attach belt to frame.
4) Attach hand grip panels to belt.
5) Slide puzzle color panels onto puzzle handrail. Insert handrail support into puzzle handrail. Attach puzzle handrail to left barrier panel.

FOR REFERENCE ONLY

ECO-0102119 Install 30748700 replaces 28529800. Belt climber part change and new hardware

© 2022 by Landscape Structures. All rights reserved.

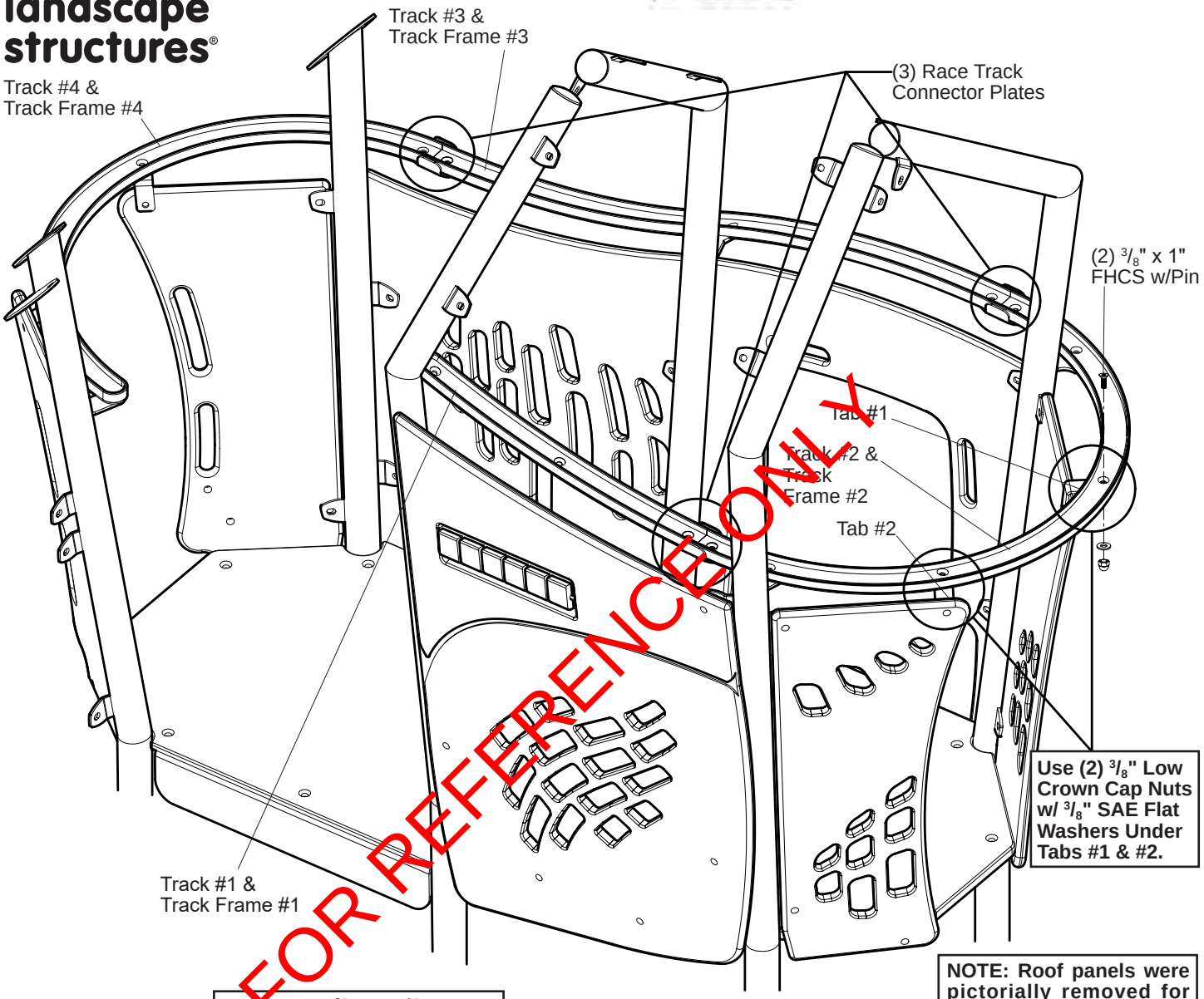
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY

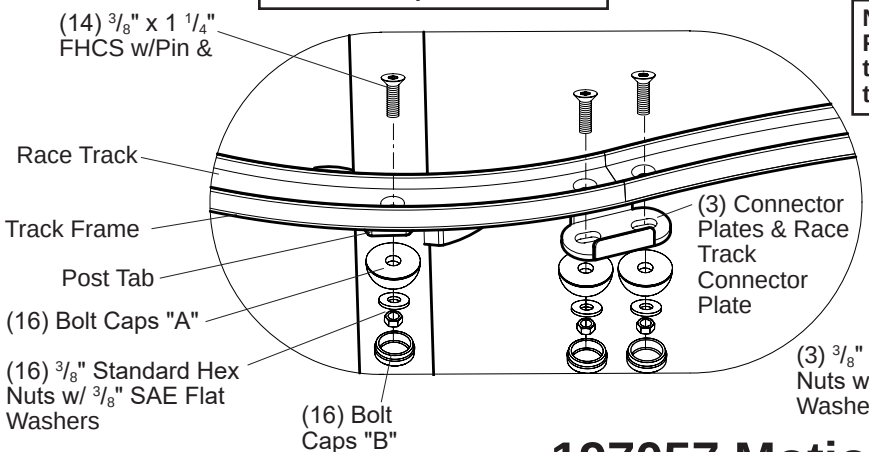
Choose a protective su… has a Critical Height V… height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)



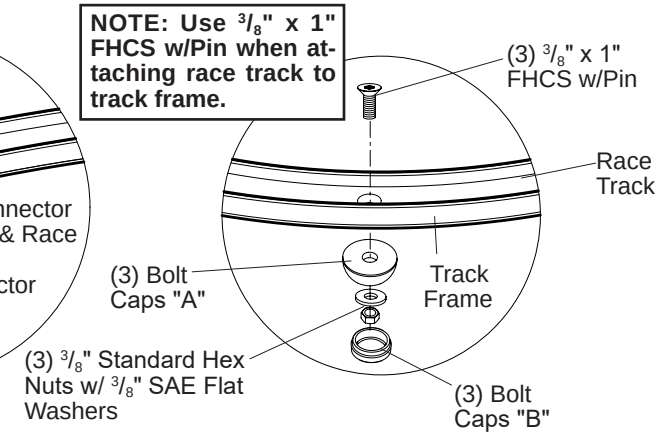
FOR REFERENCE ONLY

NOTE: Use 3/8" x 1 1/4" FHCS w/Pin when attaching race track and track frame to tabs & connector plates.

DETAIL
RACE TRACK ATTACHMENT



NOTE: Use 3/8" x 1" FHCS w/Pin when attaching race track to track frame.



197057 Motion

Smart Play®

© 2022 by Landscape Structures. All rights reserved.

Document #30…

landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

Race Track

Parts List

Part#	Description	Qty.
230700	Race Track #1, Black	1
230702	Race Track #2, Black	1
230701	Race Track #3, Black	1
230703	Race Track #4, Black	1
196996	Race Track Frame #1, Specify Color	1
197000	Race Track Frame #2, Specify Color	1
197124	Race Track Frame #3, Specify Color	1
197132	Race Track Frame #4, Specify Color	1
201088	Race Track Connector Plate, Specify Color	3
200966	**Race Track Hardware Package**	1
100252	3/8" x 1 1/4" FHCS w/Pin, SST	14
137091	3/8" x 1" FHCS w/Pin, SST	5
108184	Bolt Cap Part A, White	17
108185	Bolt Cap Part B, White	17
100349	3/8" Low Crown Cap Nut, SST	2
100327	3/8" Standard Hex Nut, SST	17
100365	3/8" SAE Flat Washer, SST	19

Specifications

Race Track: Permalene®, black in color.

Connector Plate: Fabricated from 1/4" (6,35 mm) HRPO steel sheet. Finish: ProShield®, color specified.

Race Track Tab: Fabricated from 7 GA. (.179") (4,55 mm) HRPO steel sheet. Finish: ProShield, color specified.

Race Track Frame: Fabricated from 1/8" (.125") (3,18 mm) HRPO steel sheet. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Instructions

1) Attach track frames and race tracks to posts and panel tabs. Refer to the Race Track Attachment Detail.

2) Install protective surfacing before users are allowed to play on the structure.

FOR REFERENCE ONLY

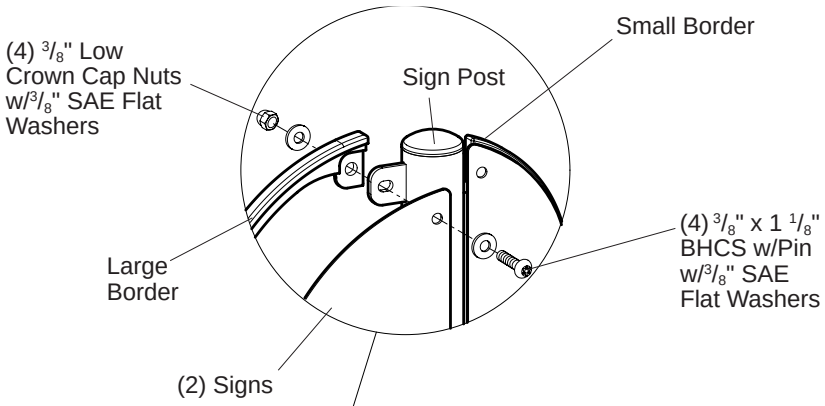
© 2022 by Landscape Structures. All rights reserved.

landscape structures®

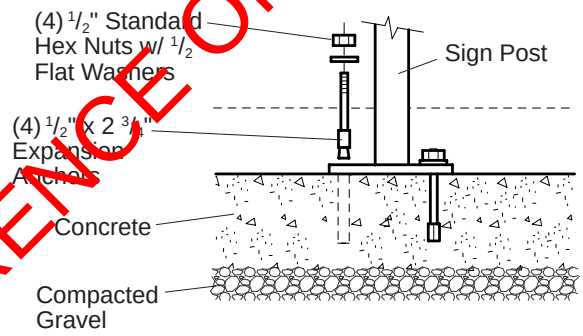
ISO 14001 CERTIFIED ISO 9001 Certified

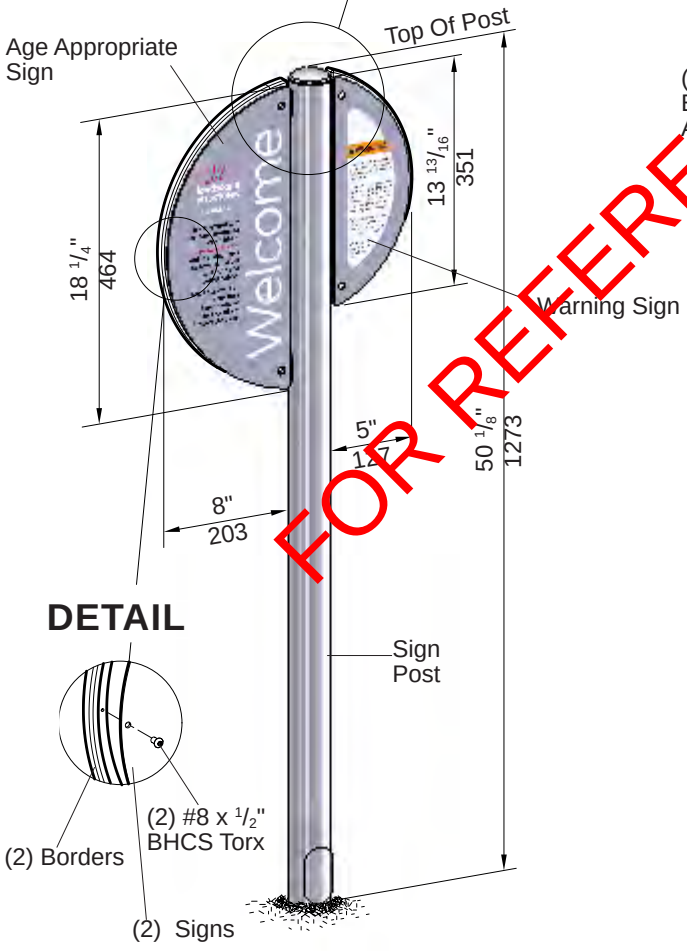
21325600

DETAIL
SIGN ATTACHMENT

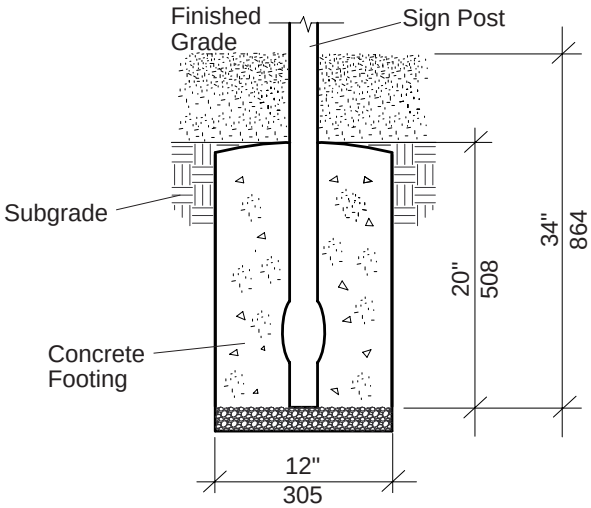


DETAIL
SURFACE MOUNT





DETAIL
DIRECT BURY FOOTING



DETAIL

FOR REFERENCE ONLY

Model 182503 - Landscape Structures Provided Welcome Sign
Model 182504 - Welcome Sign

© 2016 by Landscape Structures. All rights reserved.

landscape structures®

Parts List

Part#	Description	Qty.
219911	Warning Sign,Gray	1
219912	Age Appropriate Sign, 2-12 Years, Gray	*
219913	Age Appropriate Sign, 2-5 Years, Gray	*
219914	Age Appropriate Sign, 5-12 Years, Gray	*
219915	Age Appropriate Sign, 1 1/2-5 Years, Gray	*
219916	Age Appropriate Sign, 1 1/2-12 Years, Gray	*
219918	Age Appropriate Sign, 6-23 Months, Gray	*
180598	Sign Post (DB), Specify Color	*
181119	Sign Post (SM), Specify Color	*
193782	Large Border, Black	1
193783	Small Border, Black	1
213258	**Age/Warning Sign Hardware Package**	1
100198	3/8" x 1 1/8" BHCS w/Pin, SST	4
100349	3/8" Low Crown Cap Nut, SST	4
100365	3/8" SAE Flat Washer, SST	8
168323	#8 x 1/2" BHCS Torx, SST	2
169413	1/4-6 Lobe T-15 Tamp. Bit	1
121348	**4 Hole (SM) Hardware Package**	1
100266	1/2" x 2 3/4" Expansion Anchor	4
100322	1/2" Standard Hex Nut, SST	4
100363	1/2" Flat Washer, SST	4

DB = Direct Bury
SM = Surface Mount
*** = Quantity Determined By Your Order**

Specifications

Sign Panel: Panel is fabricated from 1/8" (.125")(3,17 mm) aluminum plate. Finish: ProShield®, gray in color. **(Sign)** Digital image is transfered to a 1/8" (.125")(3,17 mm) ProShield coated aluminum plate, then infused into the ProShield.

Border: Permalene, black in color.

Post: Weldment comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube, 1/4" (6,35 mm) HDPO steel sheet and aluminum post cap. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Time: **(DB)** Approx. 1 man hour
(SM) Approx. 1/2 man hour
Concrete Req: Approx. 1.31 cu. ft.
Weight: **(DB)** - 24 lbs.
(SM) - 27 lbs.

Installation Instructions

Direct Bury

1) Dig footing hole to depth and diameter shown.

2) Attach sign panels and borders to post as shown, using 3/8" x 1 1/8" BHCS with 3/8" SAE flat washers and 3/8" low crown cap nuts with 3/8" SAE flat washers. Attach signs to borders using #8 x 1/2" BHCS Torx.

3) Set sign assembly in footing hole and temporarily brace in plumb position.

4) Pour concrete footing. After concrete has cured, remove bracing.

Surface Mount

1) Attach sign panels and borders to post as shown, using 3/8" x 1 1/8" BHCS with 3/8" SAE flat washers and 3/8" low crown cap nuts with 3/8" SAE flat washers. Attach signs to borders using #8 x 1/2" BHCS Torx.

2) With sign in proper position, using a 1/2" masonry bit and hammer drill, drill 3" deep holes into concrete slab through holes in post plate. Tap 1/2" x 2 3/4" expansion anchors into holes and secure using 1/2" standard hex nuts with 1/2" flat washers.

FOR REFERENCE ONLY

landscape structures®

ISO 14001 CERTIFIED

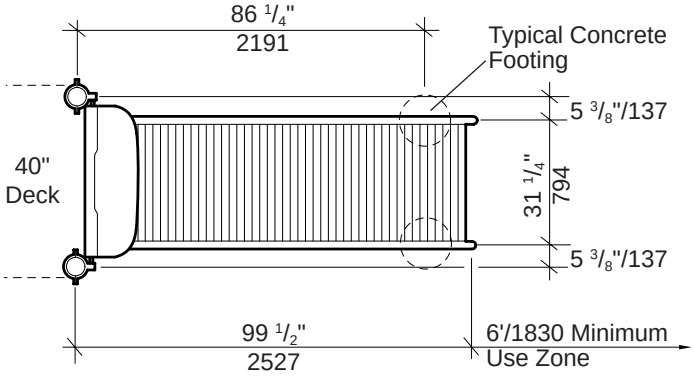
ISO 9001 Certified

SAFETY

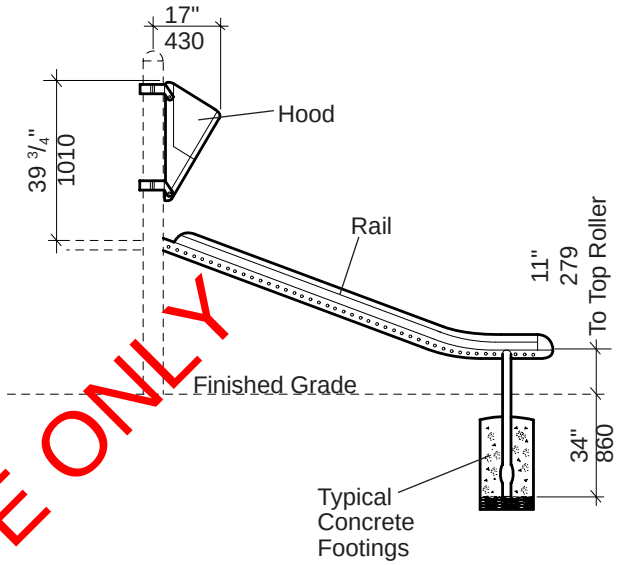
Choose a protective su… has a Critical Height V…ade of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

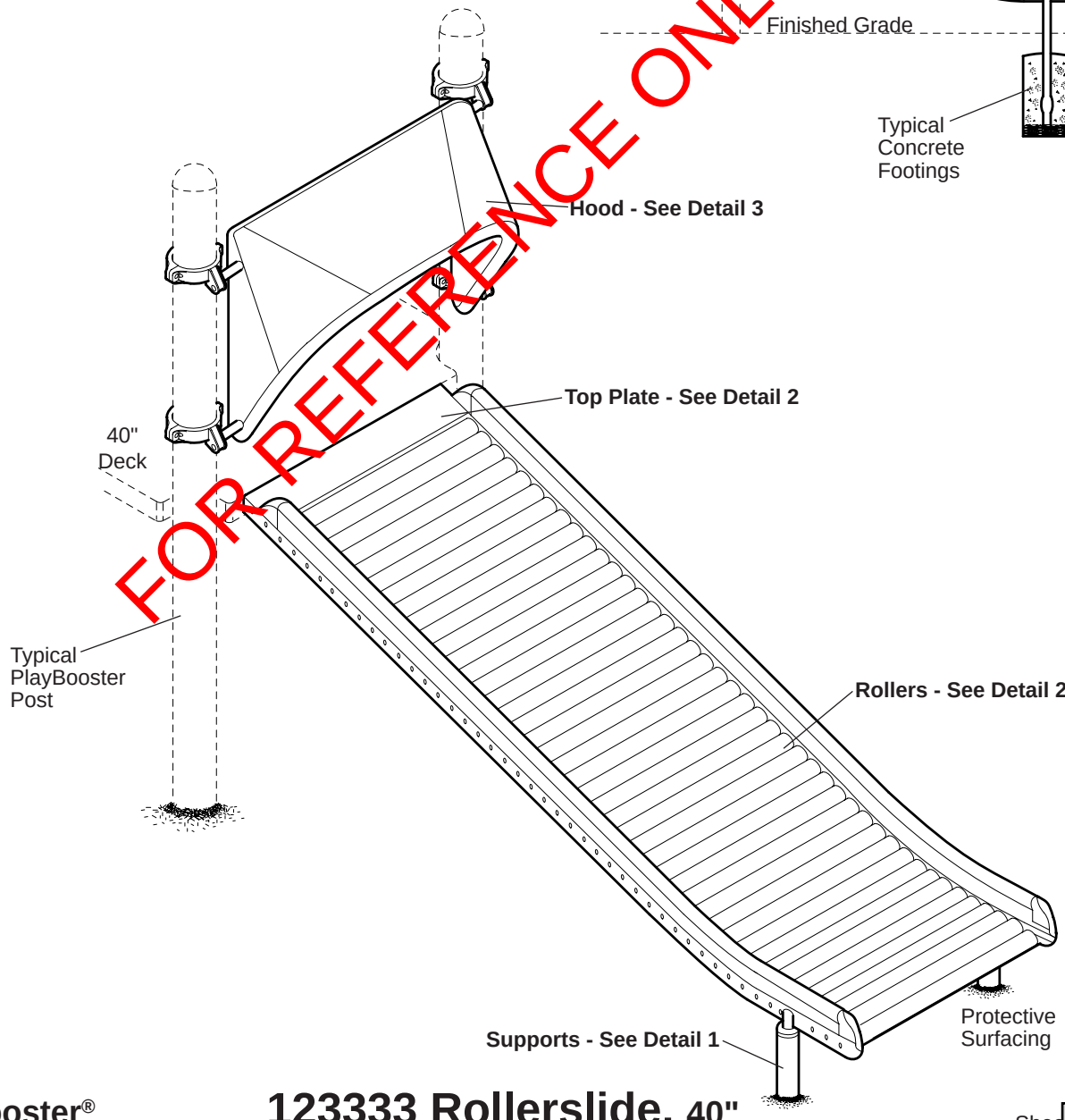
22134100

PLAN VIEW/FOOTING LAYOUT



ELEVATION





FOR REFERENCE ONLY

PlayBooster®

123333 Rollerslide, 40"

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763)

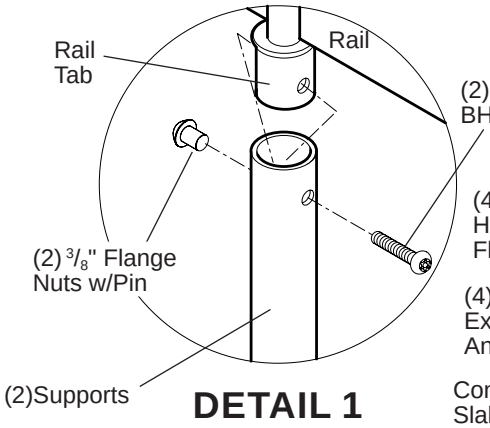
© 2016 by Landscape Structures. All rights reserved.

landscape structures®

SAFETY NOTE

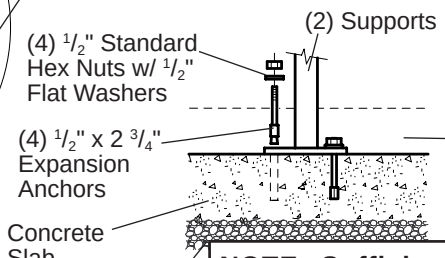
Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

221341a

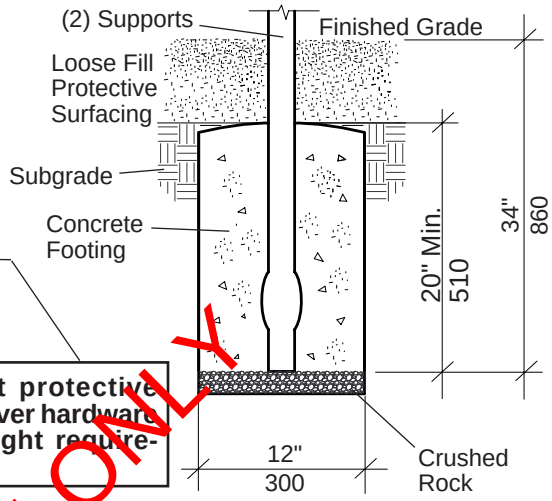


DETAIL 1
SUPPORTS

DETAIL
SURFACE MOUNT



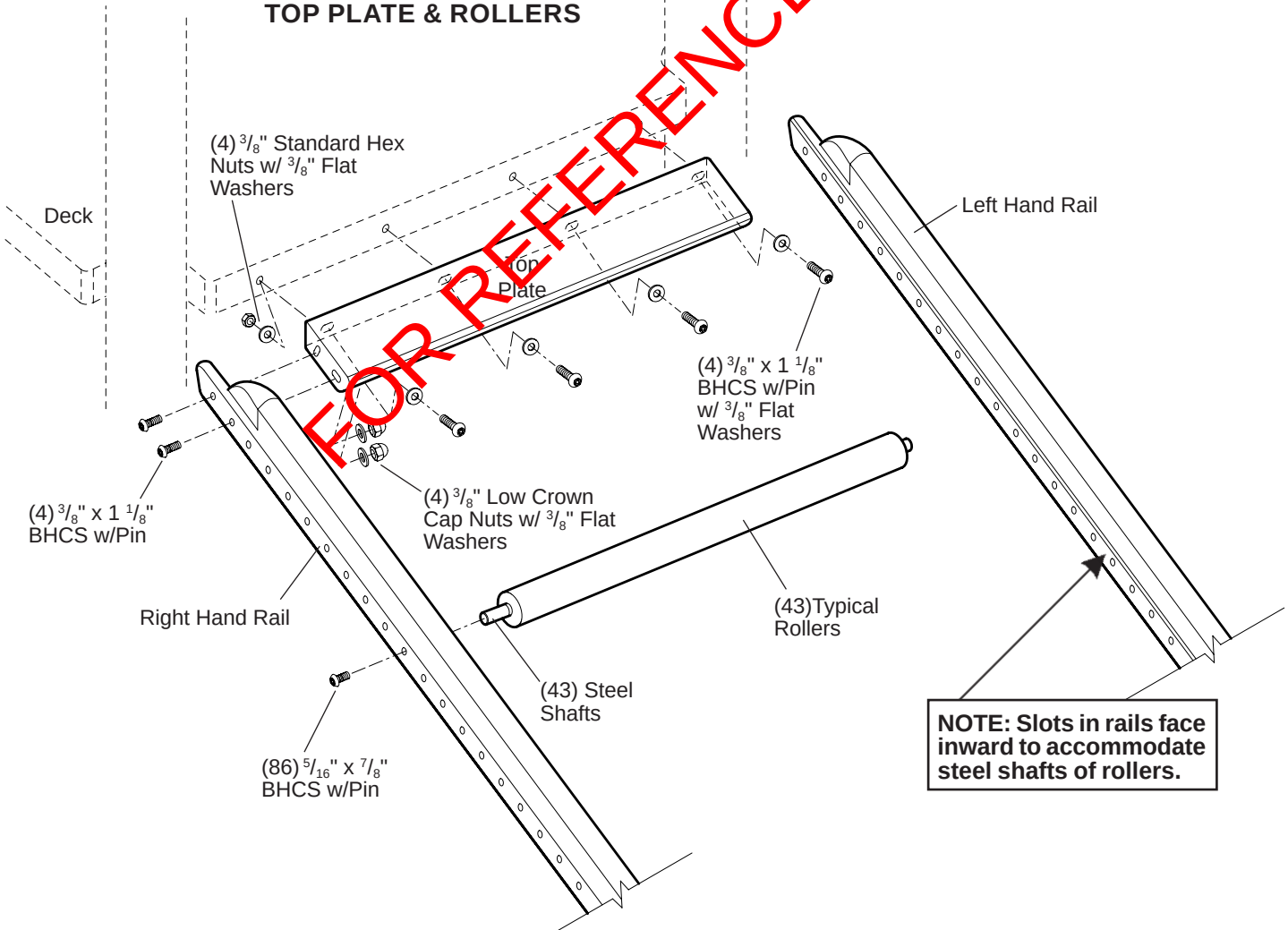
DETAIL
DIRECT BURY



NOTE: Sufficient protective surfacing must cover hardware to satisfy fall height requirements.

FOR REFERENCE ONLY

DETAIL 2
TOP PLATE & ROLLERS



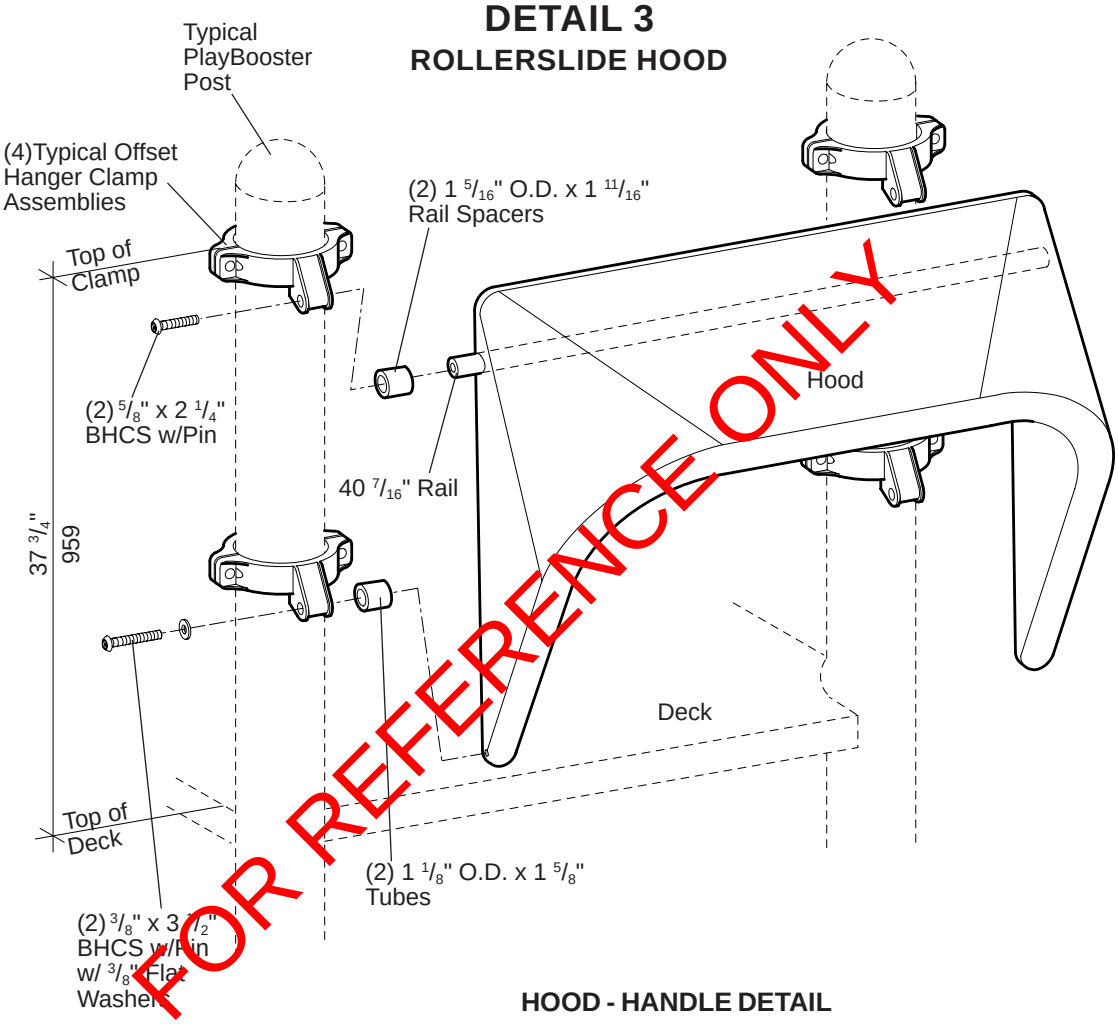
NOTE: Slots in rails face inward to accommodate steel shafts of rollers.

PlayBooster® 123333 Rollerslide Details, 40"

© 2016 by Landscape Structures. All rights reserved.

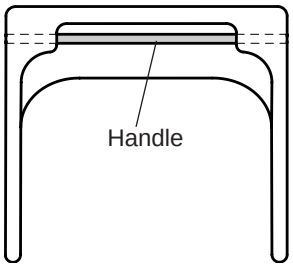
landscape structures®

DETAIL 3
ROLLERSLIDE HOOD



FOR REFERENCE ONLY

HOOD - HANDLE DETAIL



© 2016 by Landscape Structures. All rights reserved.

PlayBooster® 123333 Rollerslide,

Parts List

Part#	Description	Qty.
103977	Support, (DB), Specify Color	2
103088	Support, (SM), Specify Color	2
104278	30 3/8" Roller Shaft	43
115347	Roller Assembly, Specify Color	43
135145	Top Plate, Specify Color	1
126957	Double Slide Hood, Specify Color	1
100583	40 7/16" Rail, Specify Color	1
105288	1 1/8" O.D. x 1 5/8" Tube, Specify Color	2
105327	5" Half Clamp, Specify Color	4
113729	Offset Hanger Clamp, Specify Color	4
167131	Rail 40" Rollerslide (RH), Specify Color	1
167132	Rail 40" Rollerslide (LH), Specify Color	1
132443	Rail Spacer, Specify Color	2
106577	**Double Slide Hood Hardware Package**	1
100198	3/8" x 1 1/8" BHCS w/Pin, SST	8
100200	3/8" x 3 1/2" BHCS w/Pin, SST	2
100203	5/8" x 2 1/4" BHCS w/Pin, SST	2
100351	3/8" Tee Nut, SST	8
100362	3/8" Flat Washer, SST	2
100610	1/4" x 5/8" Drive Rivet, AL/SST	4
221339	**Rollerslide 40" Deck Hardware Package**	1
123224	3/8" x 1 11/16" BHCS w/Pin, SST	2
132626	5/16" x 7/8" BHCS w/Pin, SST	86
100198	3/8" x 1 1/8" BHCS w/Pin, SST	8
100327	3/8" Standard Hex Nut, SST	4
100353	3/8" Flange Nut w/Pin, SST	2
100362	3/8" Flat Washer, SST	12
100349	3/8" Low Crown Cap Nut, SST	4
121348	**4-Hole (SM) Hardware Package**	1
100266	1/2" x 2 3/4" Expansion Anchor	4
100322	1/2" Standard Hex Nut, SST	4
100363	1/2" Flat Washer, SST	4

DB = Direct Bury
SM = Surface Mount
(LH) = Left Hand
(RH) = Right Hand

Specifications

Hood: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Rollers: Fabricated from 1.900" O.D. x 16 GA (.060") galvanized steel tubing. Finish: TenderTuff™, color specified.

Roller Shafts: Fabricated from 1/2" diameter CRS zinc-plated with yellow chromate finish.

Support Leg: Fabricated from 1.900" O.D. RS-20 (.090" - .100") galvanized steel tubing. Finish: ProShield®, color specified.

Rails: Extruded from 6005-T1 aluminum. Finish: ProShield, color specified.

Top Plate: Formed from 10 GA (.135") 304-2B SST. Finish: TenderTuff, color specified.

Rail: 1 1/8" O.D. 6005-T5 aluminum extrusion with 5/16" walls. Finish: ProShield, color specified.

Rail Spacer: Fabricated from 1.3125 O.D. x 16 Ga. (.065) steel tubing. Finish: ProShield, color specified.

Tube: 1 1/8" O.D. x 1 5/8" long aluminum tube. Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Installation Time: Approx. 4 1/2 man hours
Concrete Req.: Approx. 2.6 cu. ft.
Exit Req.: 6' (1,83 m) minimum use zone at exit
Weight: 361 lbs.
Fall Height: 40" (1,02 m)

FOR REFERENCE ONLY

Installation Instructions

1) **(Direct Bury)** Dig footing holes spaced as shown.

2) Attach the supports to bottom of rails as shown in Detail 1, using 3/8" x 1 11/16" BHCS w/Pin with 3/8" flange nuts w/Pin. **NOTE:** *Insert flange nuts w/Pin through side facing deck.*

3) Attach top plate to deck, as shown in Detail 2, using 3/8" x 1 1/8" BHCS w/Pin with 3/8" flat washers and 3/8" standard hex nuts with 3/8" flat washers.

4) Locate left and right rollerslide rails and attach to top plate using 3/8" x 1 1/8" BHCS w/Pins and 3/8" low crown cap nuts with 3/8" flat washers, as shown in Detail 2,

5) Insert the 30 3/8" steel roller shafts into the rollers. Starting at top, next to the top plate, attach all roller assemblies to rails, as shown in Detail 2, using 5/16" x 7/8" BHCS w/Pins.

6) Insert 40 7/16" rail through top of hood, place rail spacer tube on each end of the 40 7/16" rail and attach to posts at height shown using offset hanger clamp assemblies. Refer to the Typical Offset Hanger Clamp Spec Sheet. Fasten bottom of hood to offset hanger clamp assemblies using 3/8" x 3 1/2" BHCS w/Pins with 3/8" flat washers through clamp and 1 1/8" O.D. x 1 5/8" tubes and into threaded inserts in hood. Refer to Detail 3.

7) **(Direct Bury)** With supports plumb pour concrete footings. Allow concrete footings to cure for a minimum of 72 hours before users are allowed to play on the structure.

   (Surface Mount) Mark anchor bolt locations on concrete slab through holes in anchor plate and remove rollerslide. Drill 1/2" x 3" deep holes on marks into concrete using a hammer drill and 1/2" masonry bit. Tap expansion anchors into drilled holes. Reposition rollerslide and reattach to the face of the deck following step 3. Fasten support to expansion anchors using 1/2" standard hex nuts with 1/2" flat washers.

8) Install 1/4" x 5/8" drive rivets in all 5" half clamps. Refer to the Typical Offset Hanger Clamp Spec Sheet.

9) Install protective surfacing before users are allowed to play on the structure.

Specifications are subject to change without notice.

Eco #0100779 Document #22134100 replaces #16702900. Replaced rollerslide hardware package.

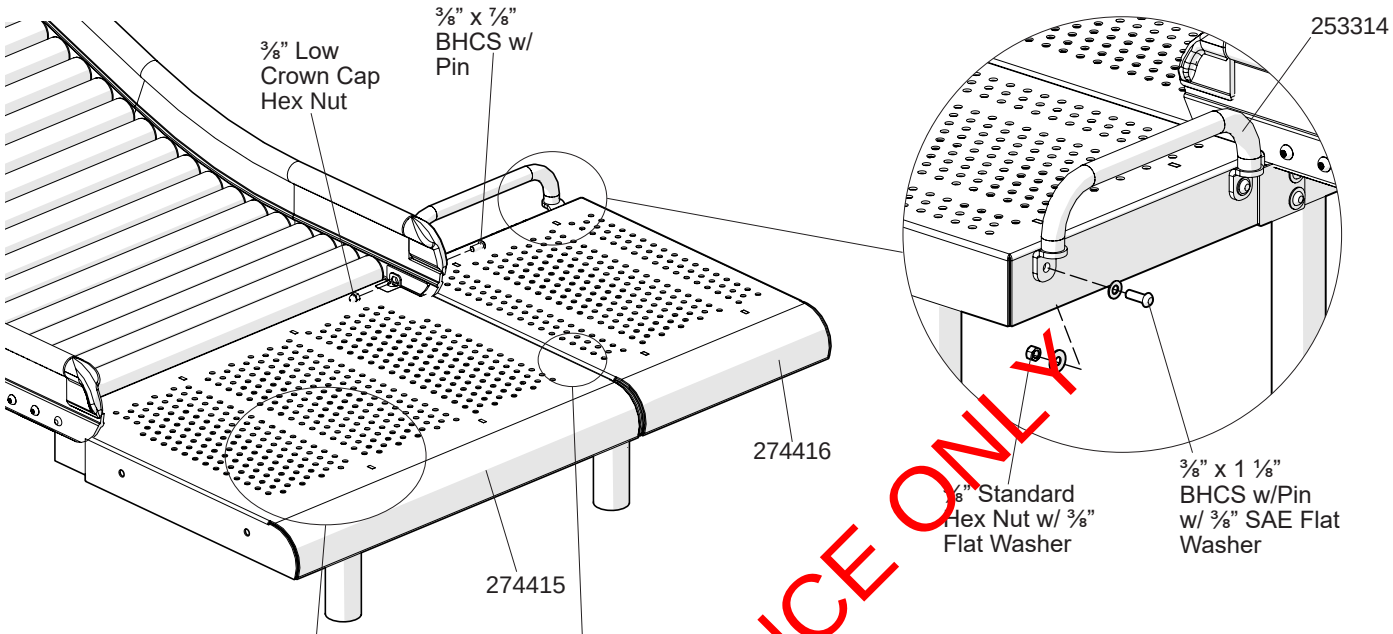
landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

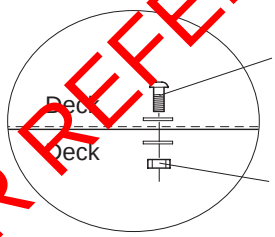
SAFETY NOTE

Choose a protective surfacing m
has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. *ASTM F1487*.)

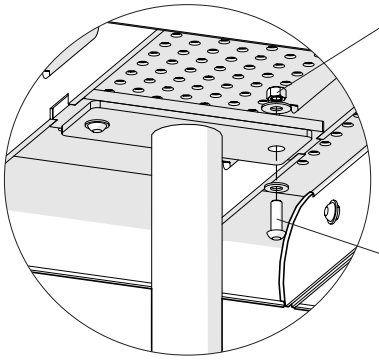


FOR REFERENCE ONLY

DETAIL
DECK ATTACHMENT



DETAIL
FOOTER ATTACHMENT



NOTE: This transfer area is a two deck design and the smaller side deck can be mounted on either the left side or the right side of the larger centered deck.

Custom 56" Rollerslide Flush Xfer

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-8605 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 Int. FAX (763) 972-318

© 2021 by Landscape Structures. All rights reserved.

landscape structures®

ISO 14001 CERTIFIED

ISO 9001 Certified

SAFETY NOTE

Choose a protective surfacing m has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. *ASTM F1487*.)

Parts List

PART NUMBER	DESCRIPTION	QTY.
289333	CUST TRANSFER BENCH FOR ROLLERSLIDE EXIT HDW	1
289233	CUST 56i RSLIDE FLUSH XFER INST	1
274416	ROLLER SLIDE SIDE DECK PVC	1
274415	ROLLER SLIDE CENTER DECK PVC	1
253383	ROLLER SLIDE BACK PLATE	1
253382	ROLLER SLIDE RAIL SPACER	2
253314	ROLLER SLIDE EXIT HANDLE	1
253312	ROLLER SLIDE FOOTER DB	2
100365	WASHER FLAT SAE 3/8i SST	8
100362	WASHER FLAT 3/8i SST	12
100327	HEX NUT STD 3/8-16 SST	10
100198	BHCS 6LP 3/8x1-1/8i SST	10
100196	BHCS 6LP 3/8x7/8i SST	2

FOR REFERENCE ONLY

Installation Instructions

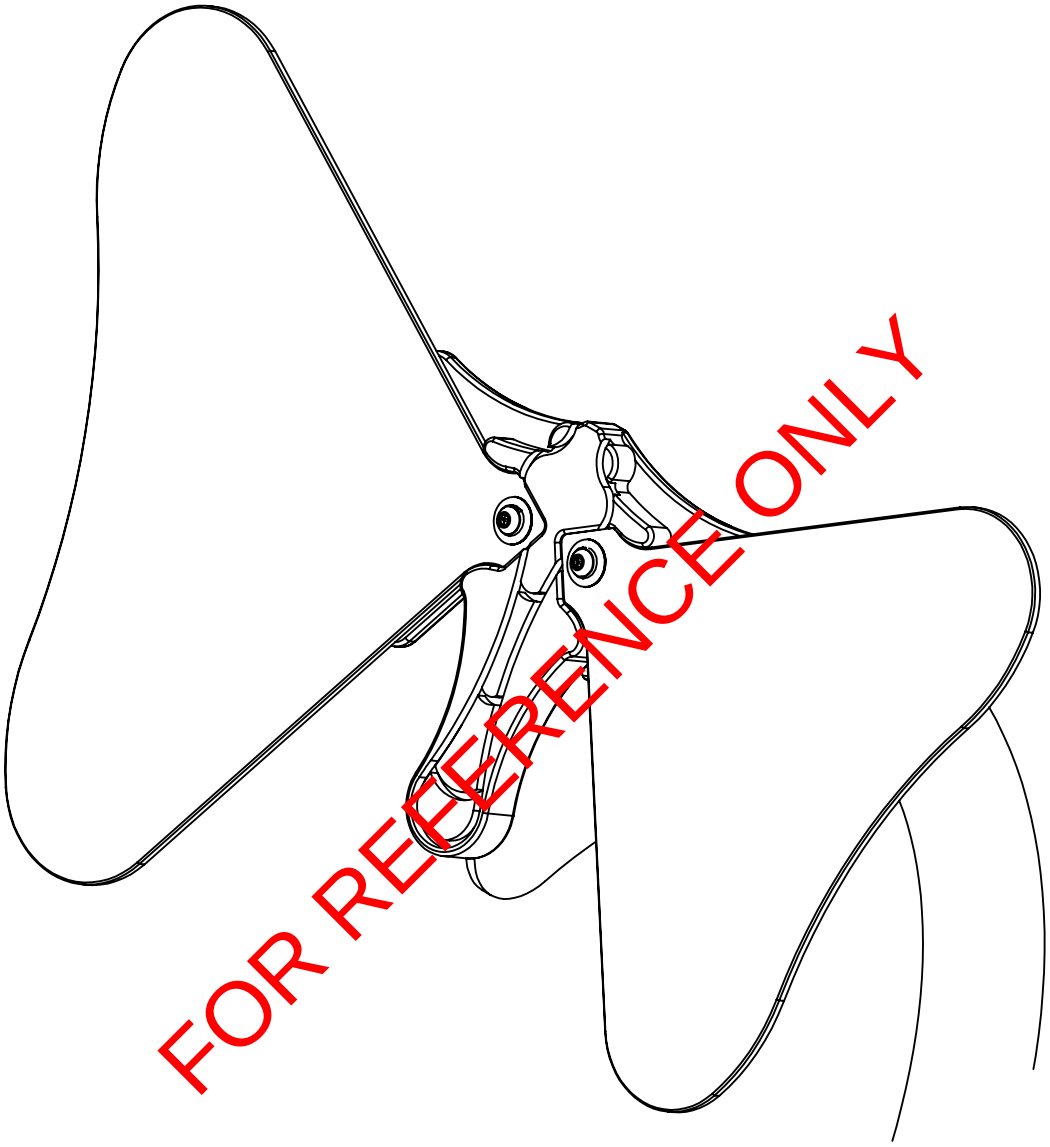
1) Assemble structure following steps and details shown. Use 2D layout as a reference.

   Direct Bury - With structure square, plumb and level, pour concrete footings. Allow concrete to cure a minimum of 72 hours before users are allowed to play on the structure.

2) Install protective surfacing before users are allowed to play on the structure.

© 2021 by Landscape Structures. All rights reserved.

BUTTERFLY - INSTALLATION GUIDE

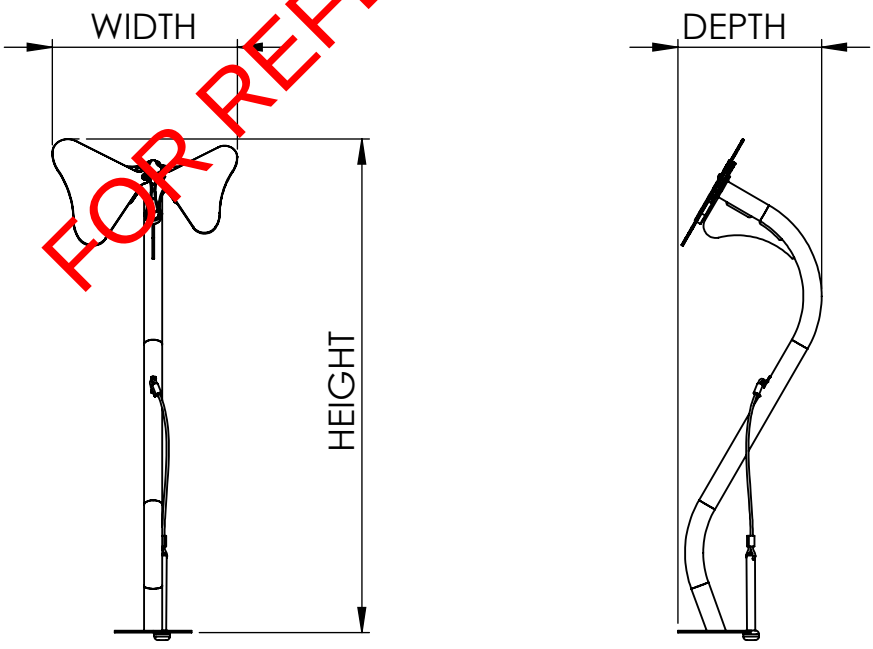


FOR REFERENCE ONLY

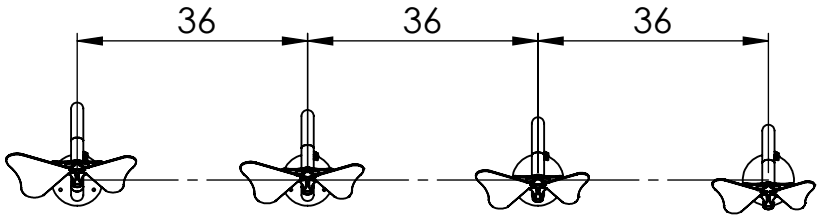
SPECS AND MATERIALS

	INDIGO	ORANGE	TURQUOISE	YELLOW
IN GROUND MOUNT				
HEIGHT	53-3/4"	51-1/2"	49-1/4"	46-3/4"
WIDTH	20-3/8"	19-1/4"	17-5/8"	16"
DEPTH	16-1/8"	15"	13-7/8"	12-5/8"
WEIGHT	29 LBS	28 LBS	27 LBS	26 LBS
PACKAGED WEIGHT	38 LBS	37 LBS	36 LBS	35 LBS
SURFACE MOUNT				
HEIGHT	53-3/4"	51-1/2"	49-1/4"	46-3/4"
WIDTH	20-3/8"	19-1/4"	17-5/8"	16"
DEPTH	16-1/8"	15"	13-7/8"	12-5/8"
WEIGHT	18 LBS	17 LBS	16 LBS	15 LBS
PACKAGED WEIGHT	27 LBS	26 LBS	25 LBS	24 LBS
PORTABLE MOUNT				
HEIGHT	53-3/4"	51-1/2"	49-1/4"	46-3/4"
WIDTH	20-3/8"	19-1/4"	17-5/8"	16"
DEPTH	16-1/8"	15"	13-7/8"	12-5/8"
WEIGHT	27 LBS	26 LBS	25 LBS	24 LBS
PACKAGED WEIGHT	36 LBS	35 LBS	34 LBS	33 LBS
MATERIALS				
THORAX	HDPE	HDPE	HDPE	HDPE
POST	POWDER COATED STEEL	POWDER COATED STEEL	POWDER COATED STEEL	POWDER COATED STEEL
HARDWARE	STAINLESS STEEL	STAINLESS STEEL	STAINLESS STEEL	STAINLESS STEEL
WINGS	ANODIZED ALUMINUM	ANODIZED ALUMINUM	ANODIZED ALUMINUM	ANODIZED ALUMINUM

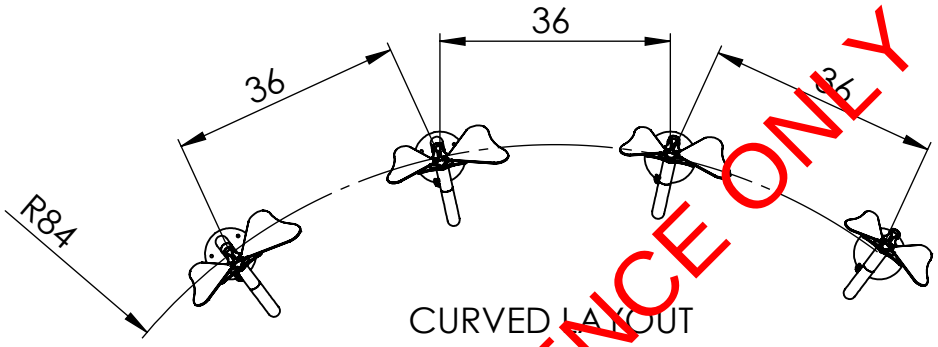
FOR REFERENCE ONLY



RECOMMENDED LAYOUTS

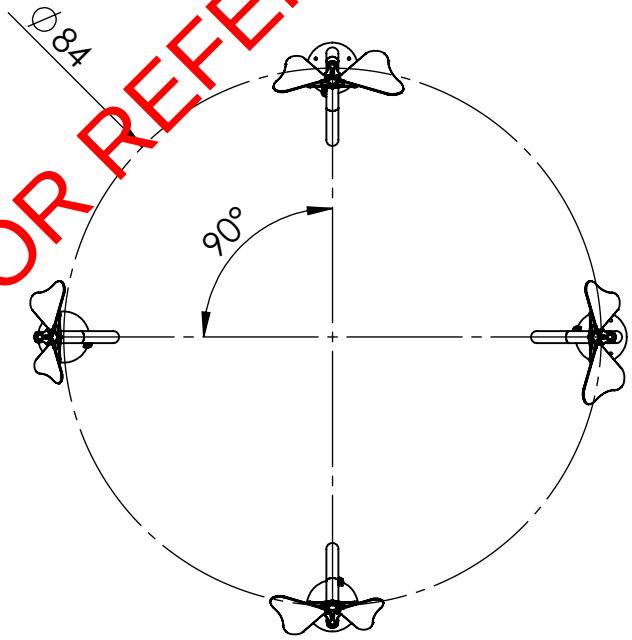


STRAIGHT LAYOUT



CURVED LAYOUT

FOR REFERENCE ONLY



CIRCLE LAYOUT

PRE-INSTALL

ITEM NO.	PART NUMBER	DESCRIPTION	INDIGO	ORANGE	TURQUOISE	YELLOW
1	BFLY-THORAX	BUTTERFLY - HDPE THORAX (.75" BLACK/WHITE/BLACK)	1	1	1	1
2	BFLY-POST-4-FP	BUTTERFLY - ZINC TUBE POST 4 (POWDER-COATED)	1	-	-	-
3	BFLY-POST-3-FP	BUTTERFLY - ZINC TUBE POST 3 (POWDER-COATED)	-	1	-	-
4	BFLY-POST-2-FP	BUTTERFLY - ZINC TUBE POST 2 (POWDER-COATED)	-	-	1	-
5	BFLY-POST-1-FP	BUTTERFLY - ZINC TUBE POST 1 (POWDER-COATED)	-	-	-	1
6	BFLY-WING-1	BUTTERFLY - ALUMINUM WING 1 (INDIGO) C	1	-	-	-
7	BFLY-WING-2	BUTTERFLY - ALUMINUM WING 2 (ORANGE) D	-	1	-	-
8	BFLY-WING-3	BUTTERFLY - ALUMINUM WING 3 (TURQUOISE) F	-	-	1	-
9	BFLY-WING-4	BUTTERFLY - ALUMINUM WING 4 (INDIGO) G	1	-	-	-
10	BFLY-WING-5	BUTTERFLY - ALUMINUM WING 5 (YELLOW) A	-	-	-	1
11	BFLY-WING-6	BUTTERFLY - ALUMINUM WING 6 (ORANGE) A	-	1	-	-
12	BFLY-WING-7	BUTTERFLY - ALUMINUM WING 7 (TURQUOISE) C	-	-	1	-
13	BFLY-WING-8	BUTTERFLY - ALUMINUM WING 8 (YELLOW) E	-	-	-	1
14	25C100MBTS	1/4"-20 BUTTON HEAD SCREW, 1"LG. SS,T27 TAMP	2	2	2	2
15	92147A029	0.487"OD 0.26"ID 316 SS SPLIT LOCK WASHER FOR 1/4" BOLTS	2	2	2	2
16	94709A416	18-8 STAINLESS STEEL WITH NEOPRENE RUBBER SEALING WASHER	2	2	2	2
17	91870A238	#10-24 FLAT HEAD MACHINE SCREW, .375"LG. SS, T25 TAMP	2	2	2	2
18	FHP-RG-SS	SS ROPE GUIDE	1	1	1	1
19	MA-80BLK-33	MALLET-80A-BLACK-19" CABLE 30" CONSUMED	1	1	1	1

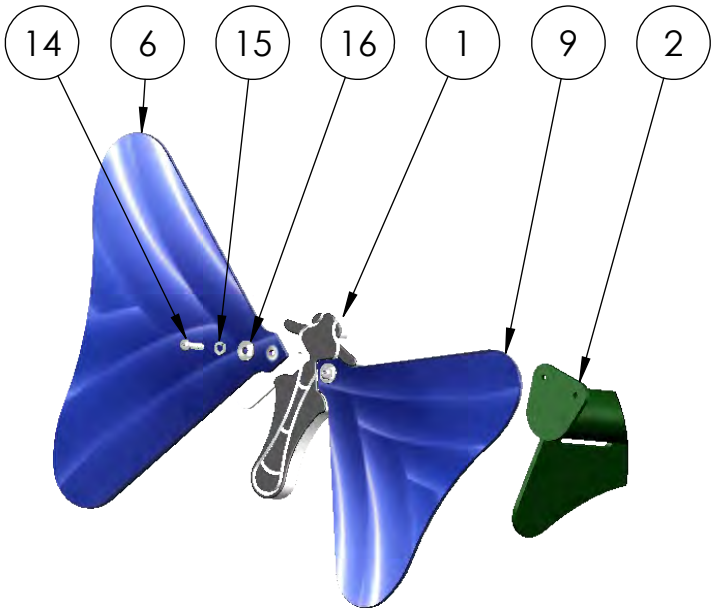
FOR REFERENCE ONLY

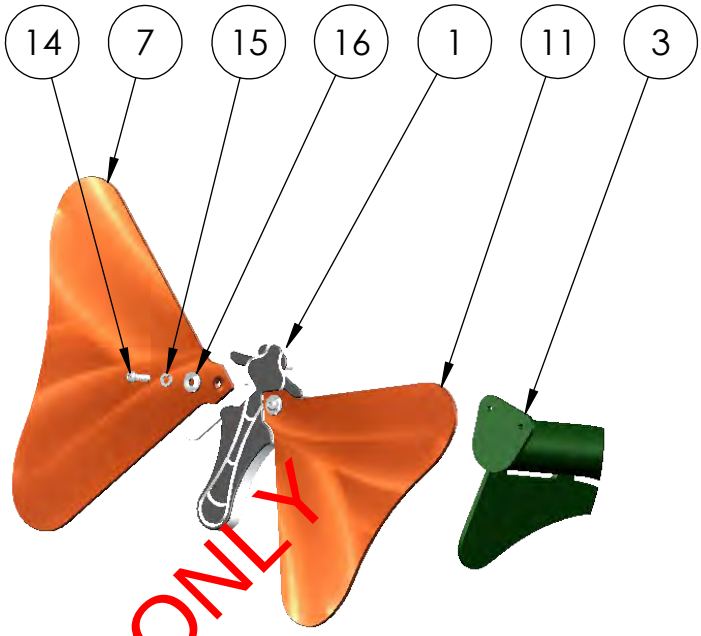
1) Apply thread locking fluid. Apply two drops of Loctite to the ends of the threads of (1) 1/4"-20 Button Head Screw.

2) Assemble large wing and thorax. Begin to assemble the instrument by stacking the bolt, lock washer, washer, large wing, and thorax. Place the thorax onto the frame so that the bolt fits through the hole in the frame.

3) Fasten wings. Position the locking hex nut behind the bolt on the back of the frame. With two people, use the tamper resistant torx bit and an adjustable wrench to drive the 1/4"-20 Button Head Screw through the frame and into the locking hex nut. Repeat the steps above for the small wing. Pre-installation complete.

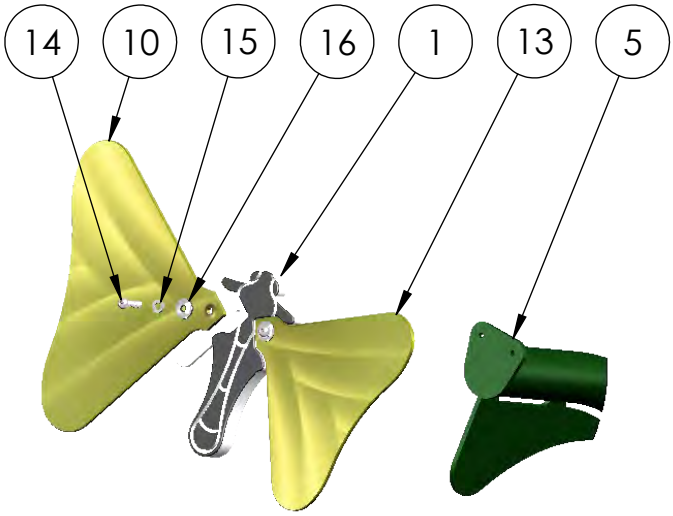
PRE-INSTALL (CONT.)





NOTE: LARGE WING ALWAYS GOES ON LEFT SIDE





FOR REFERENCE ONLY

IN GROUND MOUNT

ITEM NO.	DESCRIPTION	BFLY-I-IG	BFLY-O-IG	BFLY-T-IG	BFLY-Y-IG
20	Pre-Assembly - Indigo Butterfly Instrument	1	-	-	-
21	Pre-Assembly - Orange Butterfly Instrument	-	1	-	-
22	Pre-Assembly - Turquoise Butterfly Instrument	-	-	1	-
23	Pre-Assembly - Yellow Butterfly Instrument	-	-	-	1
24	3/8"-16 Hex Head Screw, 1"lg. SS	3	3	3	3
25	In Ground Steel Post Extension (Powder-coated)	1	1	1	1
26	3/8"-16 Hex Nut, SS	3	3	3	3

1) Assemble instrument. Follow instructions on sheet 2 for pre-installation instructions.

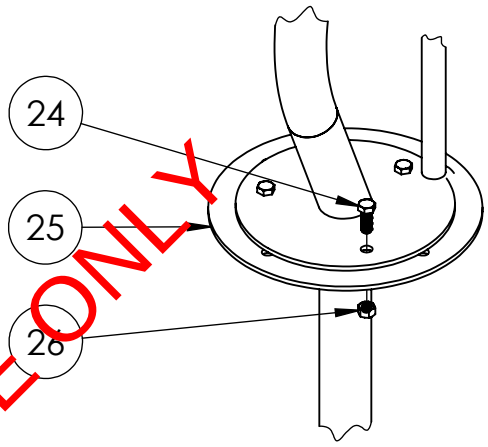
2) Attach post extension. With the remaining Loctite, apply a couple drops to the end of the threads on the 3/8"-16 Hex Head Screws. Attach the instrument to the In Ground Post Extension by aligning the holes on each component and fastening them together with the 3/8" Hex Head Screws and the 3/8"-16 Hex Nuts.

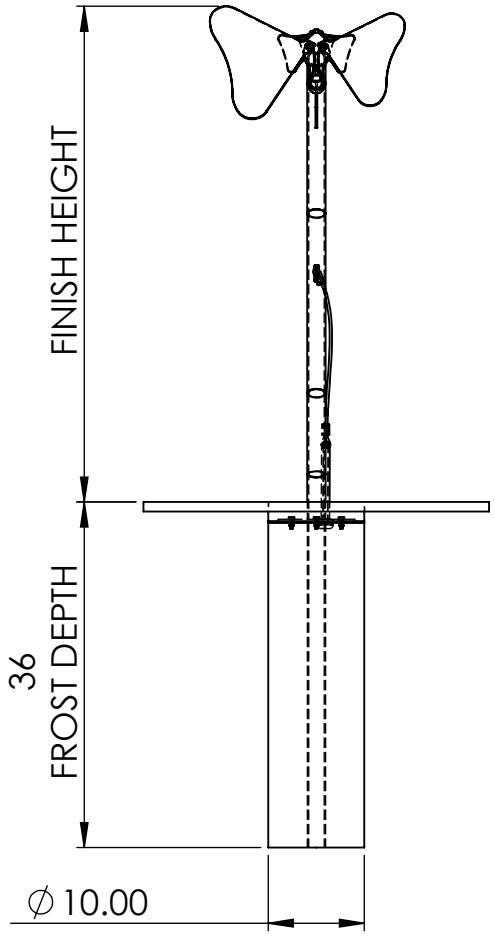
3) Excavate hole. After choosing your layout, excavate (1) 10" DIA hole/instrument 34" deep at the pre-determined location.
Note that a deeper excavated hole or shortening the In Ground Post Extension will be required if the desired age groups are between 2-12. Be sure to account for surfacing thickness if it is to be used.

4) Place Instrument. With two people, place the instrument into the hole, verifying the placement and finish height. Adjust the hole depth if necessary to achieve the proper finish height. Check for sufficient clearance around the Instrument, a 36" perimeter around the Instrument is recommended for wheelchair accessibility.

5) Pour concrete. Pour concrete around the In Ground Post Extension within the hole and check that the instrument is level. Leave concrete to set according to the concrete manufacturer's recommendations. If necessary, brace the instrument to hold it level during the curing process. Approximatly (3) 80lb. bags of concrete will be needed for each instrument.

Finished Height Guideline
INDIGO (Ages 2-5, 43.75") (Ages 5-12, 47.75") (Ages 13+, 51.75")
ORANGE (Ages 2-5, 41.5") (Ages 5-12, 45.5") (Ages 13+, 49.5")
TURQUOISE (Ages 2-5, 39.25") (Ages 5-12, 43.25") (Adult, 47.25")
YELLOW (Ages 2-5, 36.75") (Ages 5-12, 40.75") (Ages 13+, 44.75")





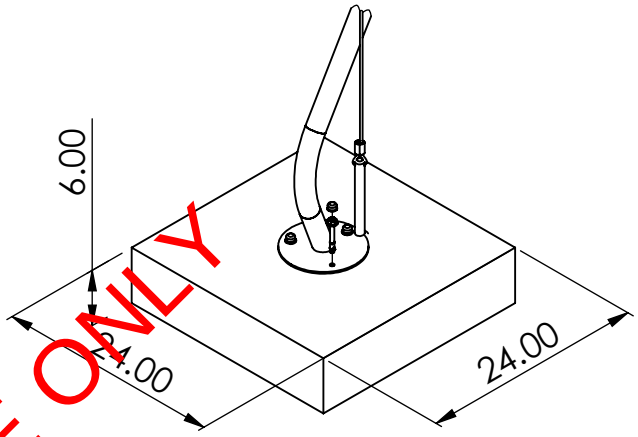
FOR REFERENCE ONLY

SURFACE MOUNT

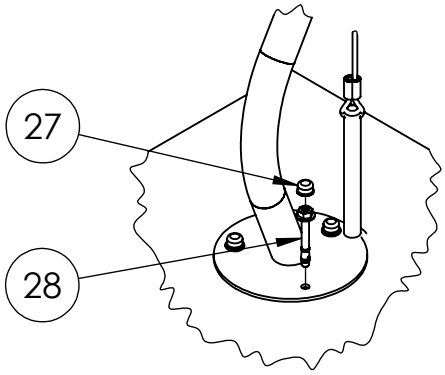
ITEM NO.	DESCRIPTION	BFLY-I-IG	BFLY-O-IG	BFLY-T-IG	BFLY-Y-IG
20	Pre-Assembly - Indigo Butterfly Instrument	1	-	-	-
21	PRE-ASSEMBLY - ORANGE BUTTERFLY INSTRUMENT	-	1	-	-
22	PRE-ASSEMBLY - TURQUOISE BUTTERFLY INSTRUMENT	-	-	1	-
23	PRE-ASSEMBLY - YELLOW BUTTERFLY INSTRUMENT	-	-	-	1
27	35/64" HEX NUT CAP	3	3	3	3

1) Assemble instrument. Follow instructions on sheet 2 for pre-installation instructions.

2) Determine installation location. Verify/ pour a concrete pad this is a minimum of 24" long x 24" wide x 6" thick. If the concrete pad is at an angle, steel washers are required to act as shims (Shims not provided). If there is not already an existing pad, approximately (4) 80lb. bags will be needed. Allow concrete to cure per concrete manufacturers guidelines.

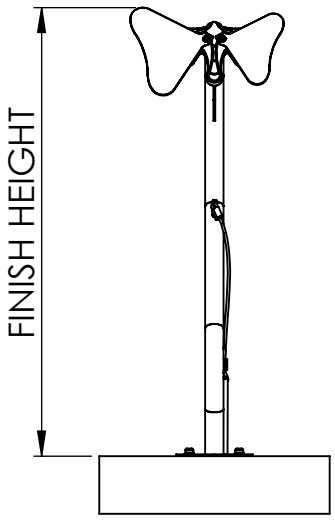


3) Mark hole locations. With two people place the instrument onto the concrete pad and mark the center of the holes on the surface mount base. After you have made your marks, set aside the Instrument in order to drill for anchor holes. With a 3/8" masonry bit and hammer or rotary drill, drill (3X) 3/8" DIA holes atleast 4" deep through concrete at the marked locations.



4) Mount instrument. Place the Instrument back over the holes. Insert the anchor bolts into aligned holes. Position anchor nut so that it is flush with the top of the bolt. Pound anchor bolts into the hole until the anchor washer is flush with the surface mount base. Tighten anchor bolts until they are snug. Cover remaining bolt sections with provided nut caps. Note: If installing onto wet concrete, us the wet set anchor manufacturers guidelines for installation procedures.

5) Verify placement. Verify the correct placement, levelness, and finished height of the instrument. Check for sufficient clearance around the Instrument, a 36" perimeter around the Instrument is recommended for wheelchair accessibility.



Finish Height Guide

INDIGO (Ages 2-5, 45.75") (Ages 5-12, 49.75") (Ages 13+, 53.75")
ORANGE (Ages 2-5, 43.5") (Ages 5-12, 47.5") (Ages 13+, 51.5")
TURQUOISE (Ages 2-5, 41.25") (Ages 5-12, 45.25") (Ages 13+, 49.25")
YELLOW (Ages 2-5, 38.75") (Ages 5-12, 42.75") (Ages 13+, 46.75")

Note: Recessing the concrete pad below the finished surfacing will be required if desired age groups are between 2-12). Be sure to account for surfacing thickness if it is to be used.

FOR REFERENCE ONLY

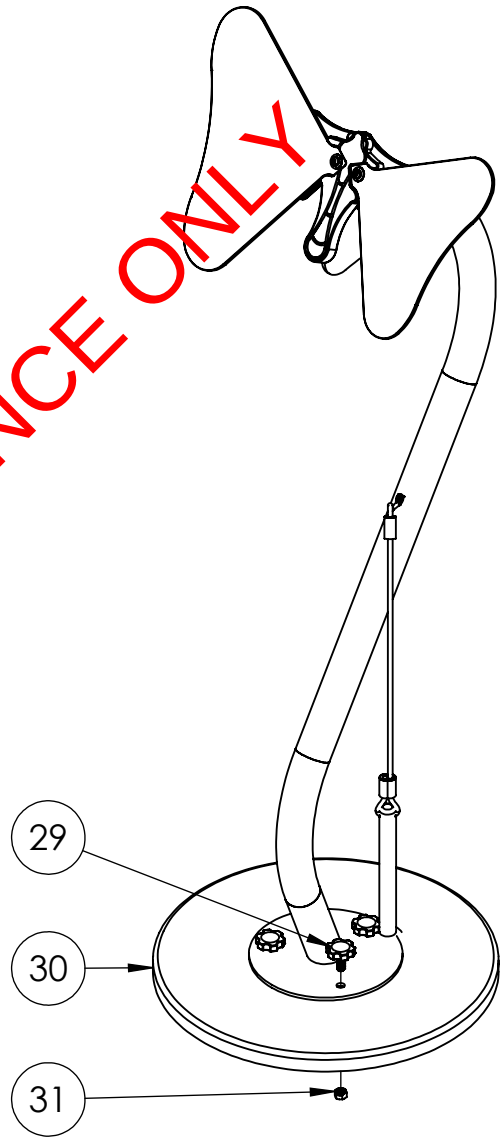
PORTABLE MOUNT

ITEM NO.	DESCRIPTION	BFLY-I-PM	BFLY-O-PM	BFLY-T-PM	BFLY-Y-PM
20	Pre-Assembly - Indigo Butterfly Instrument	1	-	-	-
21	PRE-ASSEMBLY - ORANGE BUTTERFLY INSTRUMENT	-	1	-	-
22	PRE-ASSEMBLY - TURQUOISE BUTTERFLY INSTRUMENT	-	-	1	-
23	PRE-ASSEMBLY - YELLOW BUTTERFLY INSTRUMENT	-	-	-	1
29	3/8"-16 THUMB SCREW, 1"LG. SS	3	3	3	3
30	FLOWER AND BUTTERFLY - HDPE PORTABLE STAND (1" BLACK)	1	1	1	1
31	3/8"-16 Hex Nut, SS	3	3	3	3

1) With two people have one situate the Instrument Assembly onto the Portable Stand and align the holes.

2) Have the second person secure the Instrument to the Portable Stand with the provided 3/8"-16 Thumb Screws. Thumb Screws should be tightened snuggly to prevent any raddling during play. The 3/8"-16 Hex Nuts are pre-pressed into the Portable Stand from the Factory.

FOR REFERENCE ONLY



Installation Instructions
Via Ferrata Boulder 1 Combo
Part # VFC001-A

ID SCULPTURE
PLAY. CLIMB. EXPLORE.

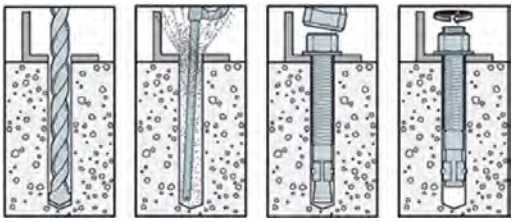
591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com
970-641-1747

Specifications: Via Ferrata Boulder 1 Combo

- Material: GFRC Concrete with Structural Foam, Sculpture Ropes
- Approximate Uninstalled Size: 5'-7" x 4'-3" x 7'-0"
- Approximate Weight: 2,900 Lbs
- Maximum Fall Height: 5'-7" (assumes 12" of protective surfacing)
- Age Group:5-12 Years Old

Important Notes:

- *Warning: Installation over a hard surface such as asphalt or packed earth may result in serious injury or death from falls.*
- *It is the responsibility of the installer to ensure all components are installed in compliance with ASTM F-1487.*
- *All site built footings should be allowed to cure for a minimum of 48 hours prior to installation.*



Typical Wedge Anchor Installation

Required Parts (included):

- Via Ferrata Boulder 1
- Via Ferrata Ramp Net
- 4" x 4" x 3/8" Aluminum Angle Mounting Brackets: 4ct
- 3/4" x 8 1/2" SS Wedge Anchor (Sculpture Anchors): 4ct
- 1/2" x 8 1/2" SS Wedge Anchor (Rope Anchors): 3ct
- Bolt Hanger (lifting eye) : 4ct
- Igloo Rope Connector w/Connection Pin: 3ct
- Security Hex Key
- "Via Ferrata Boulder 1 Combo" Drawing Set

FOR REFERENCE ONLY

Recommended Equipment (not included):

- Hammer Drill
- 3/4" x 10" Concrete Drill Bit
- 1/2" x 10" Concrete Drill Bit
- Air Compressor with Blow Tube
- Hole Brush
- 1-1/8" Wrench
- 3/4" Wrench
- 12' Lifting Straps: 4ct
- ½" Quick Links: 4ct
- Large Adjustable Crescent Wrench
- Lift: Reach Type Forklift 8,000lb Capacity, Skid Steer or Crane

Installation Instructions

Via Ferrata Boulder 1 Combo

Part # VFC001-A

ID SCULPTURE
PLAY. CLIMB. EXPLORE.

591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com
970-641-1747

PRE-INSTALL CHECKLIST

Please review prior to ordering and installing ID Sculpture products.

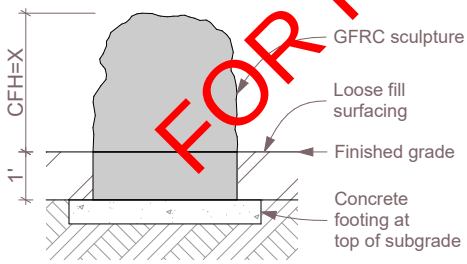
FOR REFERENCE ONLY

☐ 1. Verify that you have the recommended lifting equipment to unload and install your component, as specified by the installation instructions. Please check the installation instructions for the weight of each component and shipping dimensions.

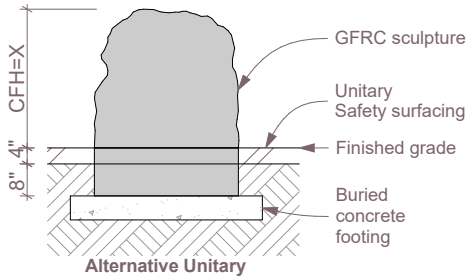
☐ 2. Develop a proper plan to access the site and control access prior to opening.

☐ 3. Call your local utilities to locate any potential existing below grade equipment?

☐ 4. FOR ALL SCULPTURES: Verify you have accounted for adjustments to the footing depth based on your choice of safety surfacing material. Footing depth must be adjusted to compensate for the depth/thickness requirements of the selected safety surfacing (*see diagrams below*). Layout drawings show the uninstalled dimensions of the component. If you require a modification to a standard component, please notify ID Sculpture when placing your order. *Additional charges may apply.*



Typical Loose Fill Installation



Alternative Unitary Surfacing Installation

*Critical Fall Height (CFH)

☐ 5. Verify that you have installed any required footings prior to the arrival of your sculptures. Please note, footings should be allowed to cure for a minimum of 7 days.

Important Safety Note:
Please install and maintain adequate protective surfacing under and around your equipment. Never let children play on the equipment before protective surfacing is installed. Please consult ASTM F1487 for more information.

Installation Instructions
Via Ferrata Boulder 1 Combo
Part # VFC001-A

ID SCULPTURE
PLAY. CLIMB. EXPLORE.

591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com
970-641-1747

Installation:

1. Locate and construct the footer and the piers based on the provided layout plan drawing.

2. Make sure that the Bolt Hanger / lifting eyes are securely attached to the bolts protruding from the base of the sculpture. Secure the Lifting Straps to Bolt Hangers using 1/2" Quick Links.

3. Lift the sculpture using an appropriate reach forklift or crane taking care to equalize the load on straps. Refer to pick diagram (page 5).

4. Set the sculpture in place on the footing, verify all use zones as defined by ASTM 1487 before drilling anchor holes.

5. Remove the bolt hangers and replace the nut over mounting brackets.

6. Drill through the holes in the mounting brackets and into the concrete slab with a 3/4" x 10" hammer drill bit to a minimum depth of 7 1/2", clean holes with compressed air and brush.

7. Install the stainless steel 3/4" x 8 1/2" wedge anchors and tighten.

8. Connect Ramp Net to GFRC sculpture with provided igroo rope connectors & connection pins.

9. Locate the chain connection points by pulling chain in line with the net and mark holes in the concrete piers. Remove excess chain links as necessary.

10. Drill and clean holes (3) with a 1/2" hammer drill bit in the marked locations on the footer to a minimum depth of 7".

11. Secure the supplied 1/2" x8" 1/2" SS wedge anchors (3) leaving 1-1/2" of thread exposed above pier.

12. Connect chain to the wedge anchor following the detail below. Trim anchor stud flush with top of nut.

13. Install resilient surfacing material in accordance with layout guidelines, and ASTM standards.

Never intall any rope component taut. Some slack should be present.

FOR REFERENCE ONLY

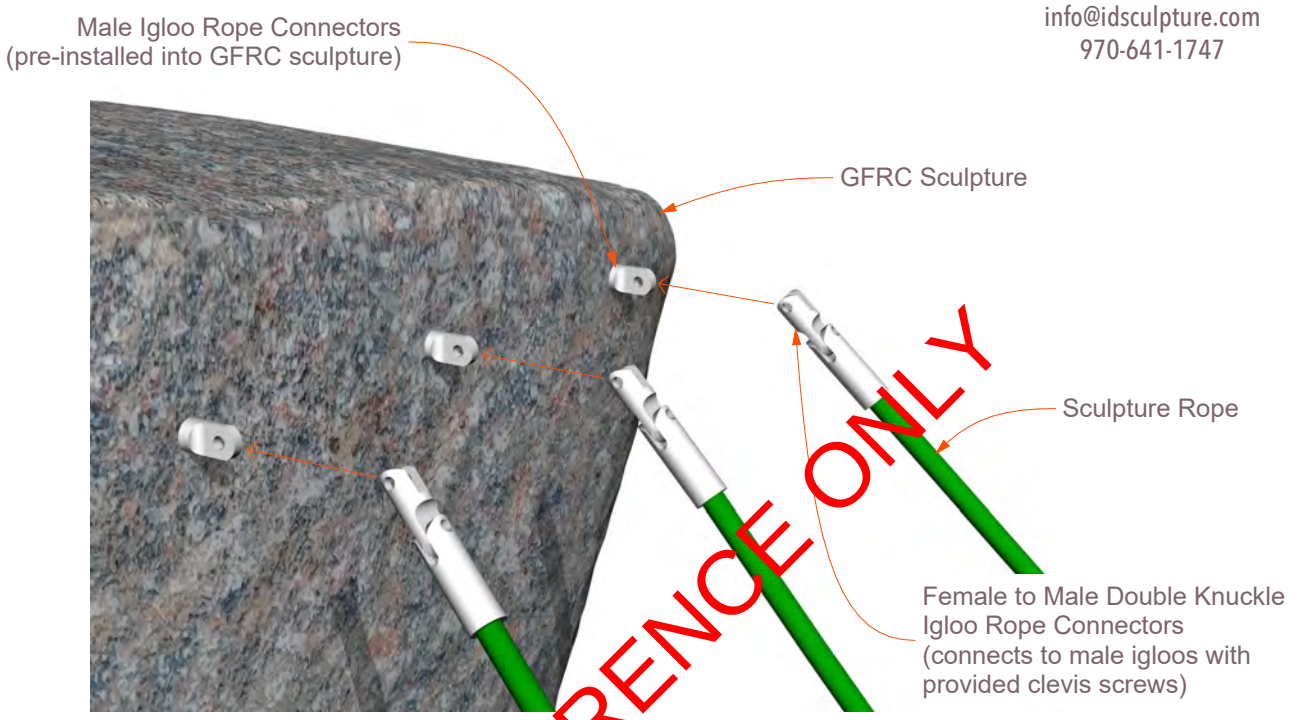
Installation Instructions

Via Ferrata Boulder 1 Combo

Part # VFC001-A

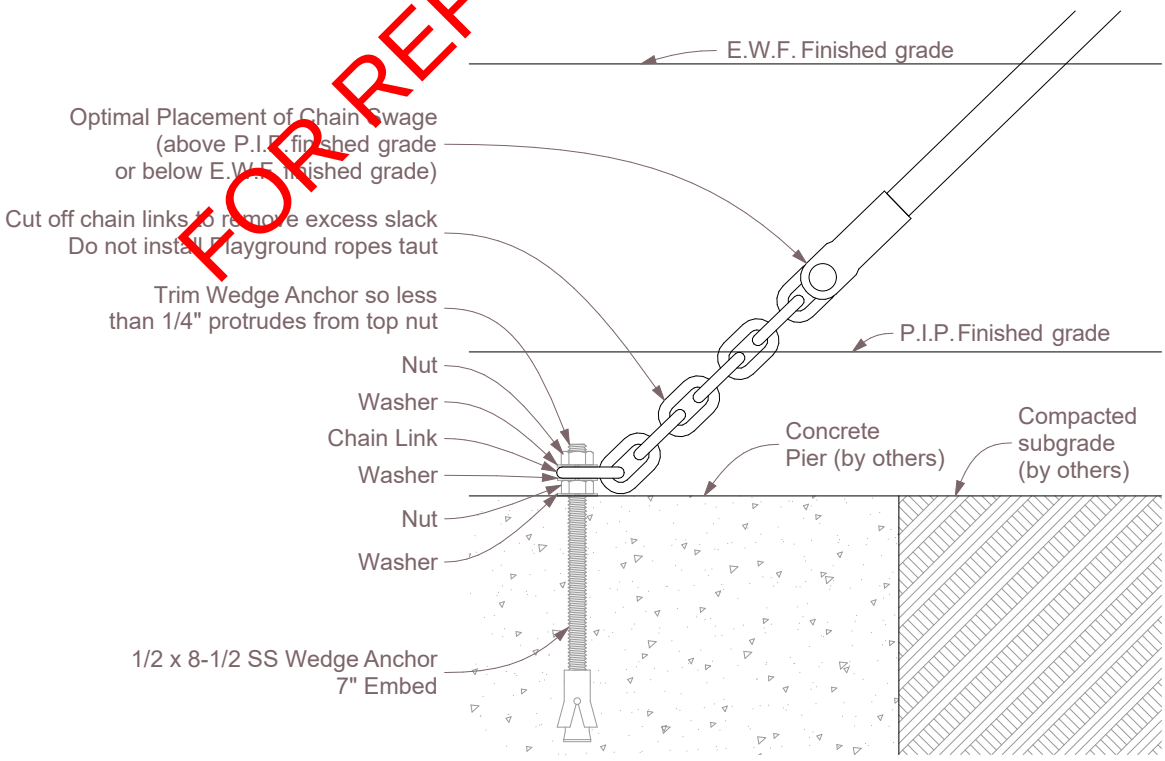
ID SCULPTURE
PLAY. CLIMB. EXPLORE.

591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com
970-641-1747



Rope to Sculpture Connection Detail

FOR REFERENCE ONLY



Rope and Chain to Concrete Pier Connection - Typical Detail

Installation Instructions

Via Ferrata Boulder 1 Combo

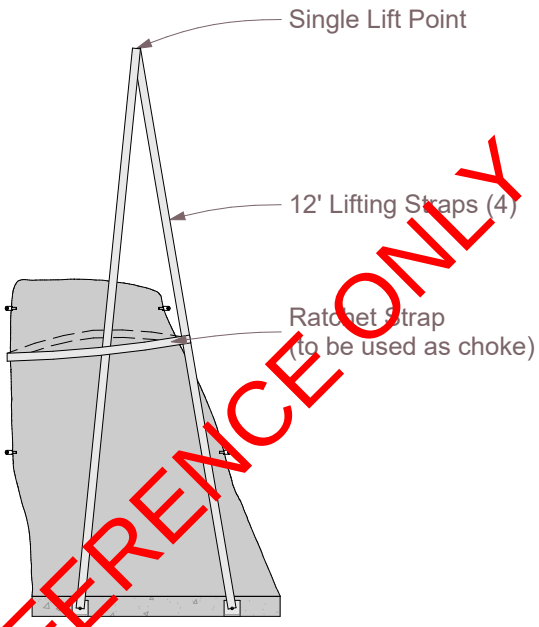
Part # VFC001-A

ID SCULPTURE
PLAY. CLIMB. EXPLORE.

591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com
970-641-1747

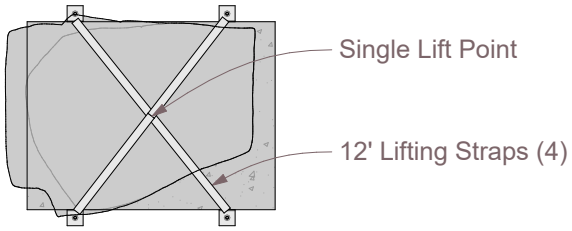


Example of ratchet strap choke on typical boulder. Strap is used to equalize load when lifting. (Note: this is not a Via Ferrata Boulder)

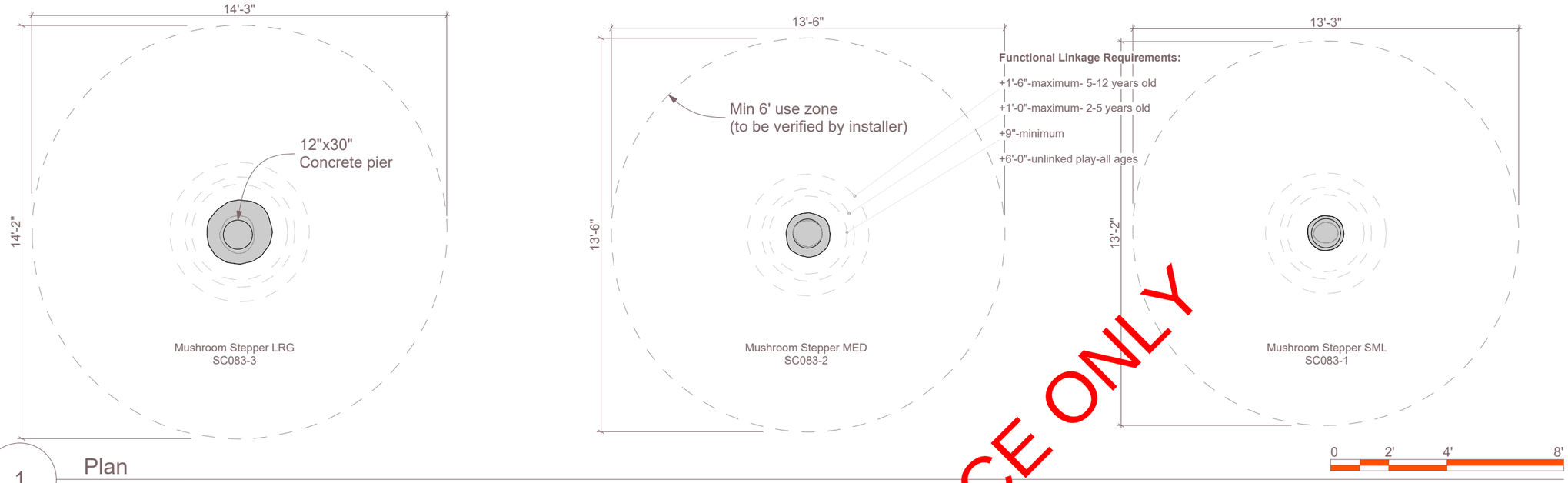


VF Boulder 1 Pick Diagram - Elevation

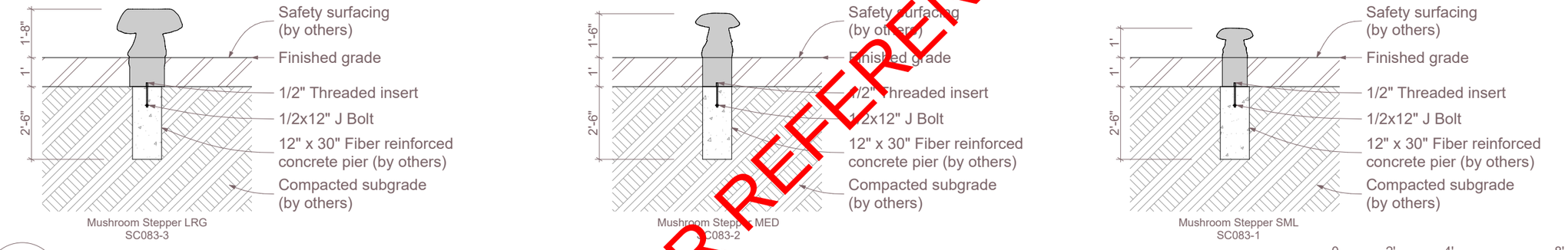
FOR REFERENCE ONLY



VF Boulder 1 Pick Diagram - Plan



1 Plan
SCALE: 1/4" = 1'-0"



2 Section
SCALE: 1/4" = 1'-0"

FOR REFERENCE ONLY



3 Mushroom Stepper SML SC083-1



4 Mushroom Stepper MED SC083-2



5 Mushroom Stepper LRG SC083-3



6 Mushroom Steppers

ID SCULPTURE
PLAY. CLIMB. EXPLORE.

Mushroom Steppers

SC083
Age Group: 2-5

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

All IDS projects are designed to meet or exceed ASTM 1487.
Not all equipment may be appropriate for all children.
Supervision is required.
ASTM compliant safety surfacing is required under and around all play equipment.
The Americans with Disabilities Act (ADA) may require your play area to be accesible, please consult with an ADA professional to ensure compliance.

Date
12/6/2023

Drawing Title
Layout

Sheet #
A.01.1

IDS
591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com

Installation Instructions
Mushroom Steppers
Part # SC083

ID SCULPTURE
PLAY. CLIMB. EXPLORE.

591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com
970-641-1747

Specifcations: Mushroom Steppers

- Material: GFRC Concrete with Structural Foam
- Approximate Uninstalled Size:
  -Mushroom Stepper SML: 1'-3" x 1'-3" x 2'-0" Tall
  -Mushroom Stepper MED: 1'-6" x 1'-6" x 2'-6" Tall
  -Mushroom Stepper LRG: 2'-3" x 2'-3" x 2'-8" Tall
- Approximate Weight: 200-600 lbs
- Maximum Fall Height: 20"
- Age Group: 2-5 Years Old

Required Parts (included):

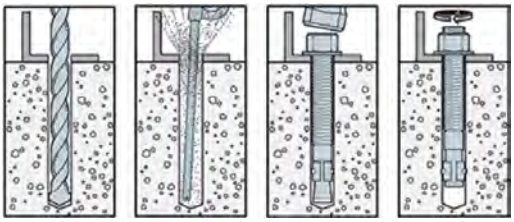
- Mushroom Steppper GFRC Sculpture(s)
- 1/2" X 12" J bolt / Lock Nut and Washer: 1 ct
- "Mushroom Steppers" Drawing Set

Recommended Equipment (not included):

- Bobcat W 12" Auger and Forks
- .073 YDS of Concrete (3.26 - 80lb bags) Per Unit
- Concrete Mixer
- 10' Lifting Straps: 2ct
- Adjustable Crescent Wrench

Important Notes:

- *Warning: Installation over a hard surface such as asphalt or packed earth may result in serious injury or death from falls.*
- *It is the responsibility of the installer to ensure all components are installed in compliance with ASTM F-1487.*
- *All site built footings should be allowed to cure for a minimum of 48 hours prior to installation.*

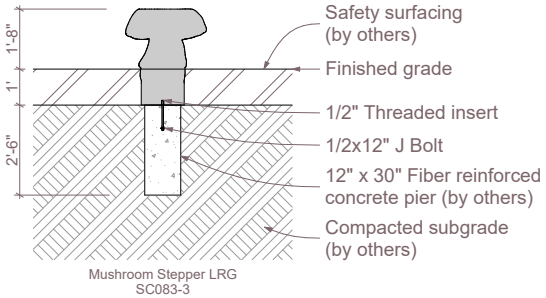


Typical Wedge Anchor Installation

FOR REFERENCE ONLY

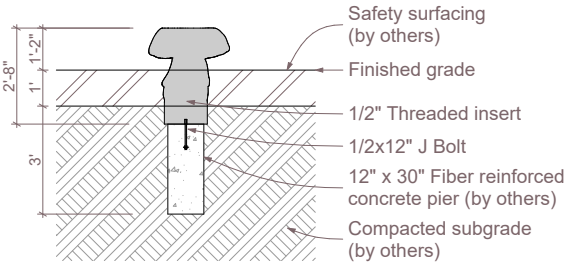
Installation Note: Max Fall Height above TPS:
2-5: 20"
5-12: 30"

Installation Note: Finished height of stepping forms may be varied by lowering concrete footing.
Installation is wet set.



Mushroom Stepper LRG
SC083-3

Typical Section



Section - Varyied Height

Installation Instructions
Mushroom Steppers
Part # SC083

ID SCULPTURE
PLAY. CLIMB. EXPLORE.

591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com
970-641-1747

PRE-INSTALL CHECKLIST

Please review prior to ordering and installing ID Sculpture products.

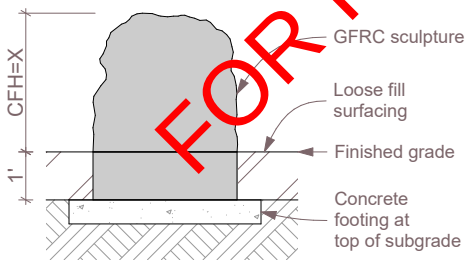
FOR REFERENCE ONLY

☐ 1. Verify that you have the recommended lifting equipment to unload and install your component, as specified by the installation instructions. Please check the installation instructions for the weight of each component and shipping dimensions.

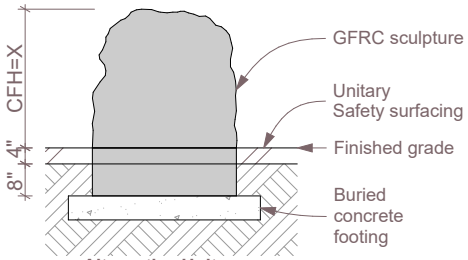
☐ 2. Develop a proper plan to access the site and control access prior to opening.

☐ 3. Call your local utilities to locate any potential existing below grade equipment?

☐ 4. FOR ALL SCULPTURES: Verify you have accounted for adjustments to the footing depth based on your choice of safety surfacing material. Footing depth must be adjusted to compensate for the depth/thickness requirements of the selected safety surfacing (*see diagrams below*). Layout drawings show the uninstalled dimensions of the component. If you require a modification to a standard component, please notify ID Sculpture when placing your order. *Additional charges may apply.*



Typical Loose Fill Installation



Alternative Unitary Surfacing Installation

*Critical Fall Height (CFH)

☐ 5. Verify that you have installed any required footings prior to the arrival of your sculptures. Please note, footings should be allowed to cure for a minimum of 7 days.

Important Safety Note:
Please install and maintain adequate protective surfacing under and around your equipment. Never let children play on the equipment before protective surfacing is installed. Please consult ASTM F1487 for more information.

Installation Instructions
Mushroom Steppers
Part # SC083

ID SCULPTURE
PLAY. CLIMB. EXPLORE.
591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com
970-641-1747

Sculpture Installation:

1. Locate the center points of concrete piers (by others) based on layout plan drawing. Please refer to ASTM 1487 for layout guidlines.

2. Dig holes with 12" auger (or posthole digger) to a 30" depth.

3. Fill holes with concrete.

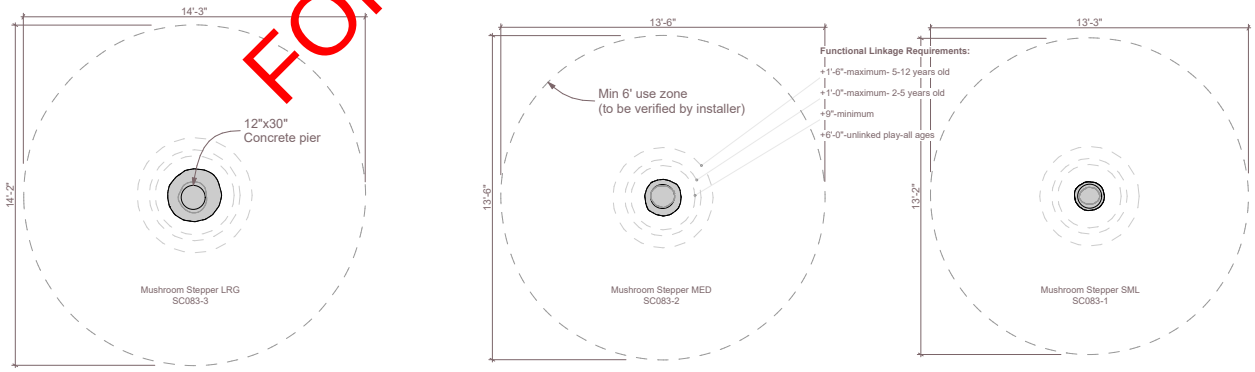
4. With the stepping forms on their side or hanging from straps, insert the 1/2" x 12" J bolt into the threaded insert centered in the base of the stepping form, tighten the lock nut.

5. Attach 2 lifting straps securely wrapped as a "choke" around the middle of the stepping form at each side, lift, carry and place stepping form with J bolt attached, into wet concrete pier. Note: for small and medium stepping forms the use of a hand truck or dolly with 2 workers can be sufficient.

6. Note: it is the responsibility of the installer to verify compliance of use zones as required by ASTM 1487.

7. Install resilient surfacing material in accordance with layout guidelines, and ASTM standards.

FOR REFERENCE ONLY



Plan

TRAVERS PARK PLAYGROUND AND SPLASH PAD- SANDPOINT, ID

SHEET INDEX

1	COVER	SHEET 1 OF 20
L-1	PLAYGROUND BASE BID	SHEET 2 OF 20
L-2	SAFETY SURFACING LAYOUT PLAN	SHEET 3 OF 20
L-3	NORTH HILL ALTERNATES	SHEET 4 OF 20
L-4	SPLASH PAD - BASE BID	SHEET 5 OF 20
L-5	SPLASH PAD - ALTERNATES	SHEET 6 OF 20
L-6	LANDSCAPE PLAN	SHEET 7 OF 20
L-7	IRRIGATION PLAN	SHEET 8 OF 20
LD-1	DETAILS	SHEET 9 OF 20
LD-2	DETAILS	SHEET 10 OF 20
LD-3	SPLASH PAD DETAILS	SHEET 11 OF 20
LD-4	ALTERNATE DETAILS	SHEET 12 OF 20
C0.1	GENERAL NOTES AND DETAILS	SHEET 13 OF 20
C1.0	PLAYGROUND UTILITY PLAN	SHEET 14 OF 20
C2.0	PLAYGROUND GRADING PLAN	SHEET 15 OF 20
E01	LEGENDS & ABBREVIATIONS - ELECTRICAL	SHEET 16 OF 20
E02	SPECIFICATIONS - ELECTRICAL	SHEET 17 OF 20
E10	SITE PLAN - ELECTRICAL	SHEET 18 OF 20
E50	ONELINE DIAGRAMS - ELECTRICAL	SHEET 19 OF 20
E60	SCHEDULES & DETAILS - ELECTRICAL	SHEET 20 OF 20

OWNER: CITY OF SANDPOINT, ID
Contact: Maeve Nevins-Lavtar,
Parks Planning and Development Manager
1123 Lake Street
Sandpoint, ID
(208) 946-2711

BASE BID AND ALTERNATE DESCRIPTIONS

- BASE BID - SPLASH PAD AND ELEMENTS, TOT PLAY EQUIPMENT, 5-12 PLAY EQUIPMENT, ARTIFICIAL TURF SAFETY SURFACING, TURF, IRRIGATION, PLANTS, SLEDDING HILL AND MOWCURBS.
- ALTERNATE #1 - ADDITIONAL SPLASH PAD ELEMENTS
- ALTERNATE #2 - SPLASH PAD IRRIGATION BOOSTER PUMP
- ALTERNATE #3 - NORTH HILL - ASPHALT PATH, PLAZA, FREENOTES HARMONY PARK BUTTERFLY ELEMENTS
- ALTERNATE #4 - NORTH HILL EMBANKMENT BOULDER CONSTRUCTION, SLIDE (OWNER FURNISHED/CONTRACTOR INSTALLED), INSTALLATION, CURB, AND PLAYGROUND PROTECTIVE SURFACING.
- ALTERNATE #5 - ID SCULPTURE PLAY EQUIPMENT
- ALTERNATE #6 - POURED IN PLACE PAYGROUND SAFETY SURFACING
- ALTERNATE #7 - SODDED TURF GRASS
- ALTERNATE #8 - CONCRETE PAVING
- ALTERNATE #9 - LIGHTS AND BASES

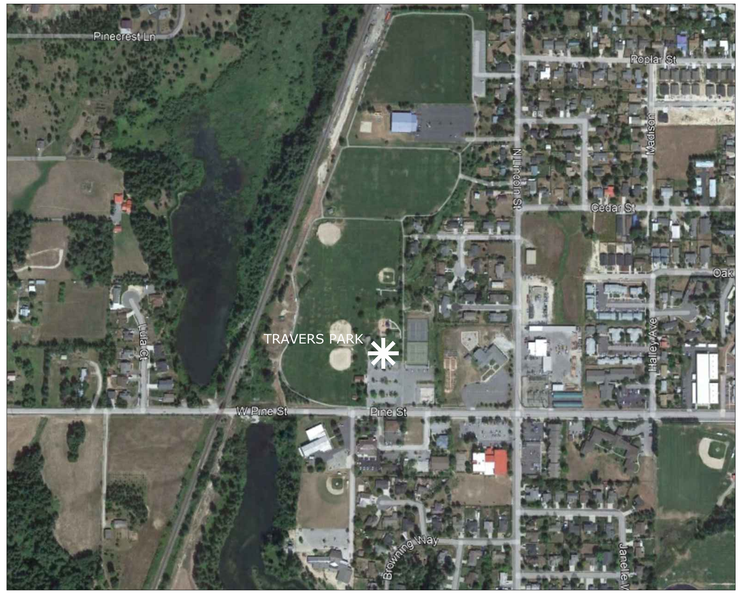
SEE SPECIFICATIONS FOR ADDITIONAL DESCRIPTIONS.

CONSULTANT TEAM

LANDSCAPE ARCHITECT: MICHAEL TERRELL - LANDSCAPE ARCHITECTURE, PLLC
1421 N. Meadowwood Lane, Suite 150
Liberty Lake, Washington 99019
(509) 922-7449
Contact: Michael Terrell, ASLA

CIVIL ENGINEER: VAN HOUTEN CONSULTING AND DESIGN
401 ½ E. Sherman Ave., Ste. #211
Coeur d'Alene, ID
(208) 755-8512
Contact: Merle Van Houton, PE, LEED AP

ELECTRICAL ENGINEER: MW ENGINEERS
601 W 1ST AVE SUITE 1300
SPOKANE, WA 99201
(509) 836-9020
Contact: Kameron Pettet



VICINITY MAP
NTS

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

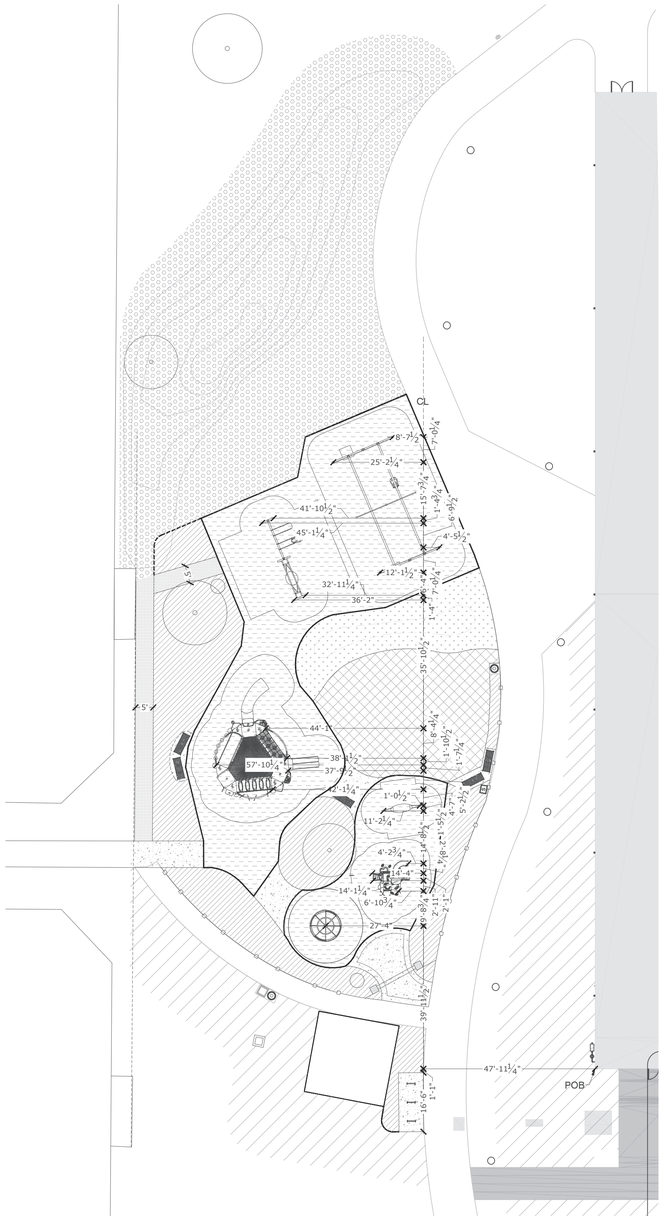
PLAYGROUND CALLOUTS

- (A) 5-12 PLAYGROUND EQUIPMENT TYPE A OR APPROVED EQUAL. SEE SPECIFICATIONS.
- (B) TYPE B 2 BAY SWING, OR APPROVED EQUAL. SEE SPECIFICATIONS.
- (C) TYPE C 2 BAY ZIP LINE OR APPROVED EQUAL. SEE SPECIFICATIONS.
- (D) TYPE D TOT SWING. SEE SPECIFICATIONS.
- (E) TYPE E MERRY-GO-ROUND. SEE SPECIFICATIONS.
- (F) TYPE F. TOT STRUCTURE. SEE SPECIFICATIONS.
- (G) BEAR STATUE. SEE SHEET LD-1, DETAIL H.
- (H) COUGAR STATUE. SEE SHEET LD-1, DETAIL H.



A PLAYGROUND CONSTRUCTION PLAN BASE BID

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.



B PLAYGROUND LAYOUT PLAN BASE BID

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

CALLOUTS

1. GATEWAY ELEMENT. OWNER PROVIDED, OWNER INSTALLED.
2. SHELTER AND CONCRETE PAD TO BE RELOCATED AS PART OF BUILDING CONSTRUCTION. BY OTHERS.
3. BIKE RACKS ON CONCRETE PAD. BIKE RACK: SPORTWORKS TOFINO NO SCRATCH BIKE RACK, SEE SPECIFICATIONS. OWNER PROVIDED, OWNER INSTALLED.
4. TRASH RECEPTACLE ON CONCRETE PAD. DUMOR #107, 22 GALLON STEEL RECEPTACLE. OWNER PROVIDED, OWNER INSTALLED.
5. 6' BENCH ON CONCRETE PAD. DUMOR BENCH #165, DOUGLAS FIR OR THERMALLY MODIFIED RED OAK SEAT. CENTER AND END ARMREST OR APPROVED EQUAL. OWNER PROVIDED, OWNER INSTALLED.
6. EXISTING LIGHT AS PART OF BUILDING CONSTRUCTION TO REMAIN. PRESERVE AND PROTECT.
7. 6" CONCRETE MOWCURB. SEE SHEET LD-2, DETAIL F.
8. EXISTING TREE TO REMAIN, PRESERVE AND PROTECT. LOCATION APPROXIMATE, VERIFY IN FIELD. SEE SHEET LD-2 DETAIL I.
9. FIRE LANE AS PART OF SPORT BUILDING CONSTRUCTION. BY OTHERS.
10. 320 SQ IN STEEL PARK GRILL ON SINGLE POST WITH EMBEDDED MOUNTING. OWNER PROVIDED, OWNER INSTALLED.
11. CONCRETE HOT COAL DISPOSAL BIN. OWNER PROVIDED, OWNER INSTALLED.
12. SIDEWALK AS PART OF SPORT BUILDING CONSTRUCTION. BY OTHERS.
13. PLAY AREA CURB, TYP. SEE SHEET LD-1, DETAIL A.
14. SLEDDING HILL. SEE SHEET L-3 FOR ALTERNATES.
15. DUGOUT. PRESERVE AND PROTECT.

LEGEND

- ARTIFICIAL TURF SAFETY SURFACING, **BASE BID**. SEE SHEET LD-1, DETAIL C.
- SODDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION, **BASE BID**.
- REPAIR AREA. SEEDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION, **BASE BID**. ALTERNATE #7: INSTALL SODDED TURF GRASS. SEE SPECIFICATIONS.
- PLANTER AREA WITH MINERAL MULCH TYPE 'A' OVER WEED BARRIER FABRIC. SEE PLANTING NOTES FOR TYPE.
- SPLASH PAD. SEE SHEET L-4.
- 4" BROOM FINISH CONCRETE WALK.
- ASPHALT PATH, **BASE BID**. ALTERNATE #8: 4" CONCRETE WITH MEDIUM BROOM FINISH. SEE SPECIFICATIONS.
- LANDSCAPE AND IRRIGATION REPAIR BY OTHERS AS PART OF BUILDING CONTRACT.
- 4' TALL CHAINLINK FENCE, BLACK. SEE SPECIFICATIONS.

CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
2. CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO COORDINATE UTILITY WORK, SLEEVE AND IRRIGATION INSTALLATION TO AVOID CONFLICTS BETWEEN UTILITIES, IRRIGATION EQUIPMENT AND THE PLACEMENT OF TREES, SHRUBS AND LANDSCAPE EDGING/MOWCURBS.
4. THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTIONS AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNER'S REPRESENTATIVES OF ANY DISCREPANCIES.
6. CONTRACTOR TO COORDINATE THESE PLANS WITH CIVIL, ELECTRICAL AND ARCHITECTURAL PLANS. IMMEDIATELY NOTIFY OWNER'S REPRESENTATIVE IF CONFLICTS BETWEEN PLANS ARE IDENTIFIED OR IF ADDITIONAL INFORMATION OR CLARIFICATION IS REQUIRED FOR COORDINATION.
7. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL CURBS AND WALKS DAMAGED DURING CONSTRUCTION.
8. LAYOUT AND EXTENT OF EXCAVATION TO BE STAKED AND REVIEWED IN THE FIELD BY LANDSCAPE ARCHITECT AND/OR OWNER.
9. LIABLE FOR ENCROACHMENT: THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND UNDERSTANDING THE LIMITS OR WORK. CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION OF ENCROACHMENT ONTO ADJACENT PROPERTY, RIGHTS-OF-WAY, EASEMENTS, SET-BACKS, OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER MARKED OR UNMARKED.

LAYOUT NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD A DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
2. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD AND CHALKED, STRING LINED OR FLAGGED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MINOR ADJUSTMENTS MADE TO ACHIEVE OVERALL DESIGN LAYOUT SHALL BE ACCEPTED BY THE OWNER PRIOR TO CONSTRUCTION.
3. LAYOUT IS BASED ON THE POINT(S) OF BEGINNING (P.O.B.) AND BASELINE(S) OR GRID SYSTEM AS SHOWN, SEE ARCHITECTURAL AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
4. ALL LAYOUT AND GRADES SHALL BE COMPLETED BY A LICENSED SURVEYOR.
5. LAYOUT AND FINAL GRADES TO BE APPROVED BY OWNER'S REPRESENTATIVE. SEE SPECIFICATIONS FOR FINISH GRADE REQUIREMENTS FOR FIELDS.

MATERIAL NOTES

1. ALL REINFORCING AND FORMS SHALL BE SECURED IN PLACE AND ACCEPTED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING ANY CONCRETE.
2. CONCRETE FINISHES SHALL BE AS NOTED. CONTRACTOR SHALL PROVIDE 4'X4' SAMPLES OF ALL SPECIFIED FINISHES OF CONCRETE USING THE SAME MATERIALS THAT WILL BE USED IN THE ACTUAL CONSTRUCTION FOR EACH TYPE SPECIFIED. SAMPLES SHALL BE PREPARED WELL ENOUGH IN ADVANCE OF SCHEDULED CONCRETE POUR TO ALLOW FOR REVIEW AND POSSIBLE RE-POURING OF UNACCEPTABLE SAMPLES. UNACCEPTABLE SAMPLES SHALL BE RE-PREPARED UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE. ACCEPTED SAMPLES SHALL BE PROTECTED AND REMAIN ON SITE FOR REFERENCE UNTIL FINAL ACCEPTANCE.
3. ALL FENCES AND GATES SHOWN ON PLAN ARE GRAPHIC REPRESENTATIONS; REFER TO DETAILS AND SPECIFICATIONS FOR PRECISE LOCATION AND GATE OPERATION.
4. ASPHALT SHALL NOT BE INSTALLED UNTIL ALL EDGES AND SITE FURNISHING PADS ARE INSTALLED.
5. DO NOT PLACE ANY ATHLETIC FIELD MATERIAL UNTIL SUBMITTALS ARE FULLY APPROVED. MATERIAL SUBMITTALS WILL BE COMPARED TO DELIVERED MATERIAL.

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

© 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

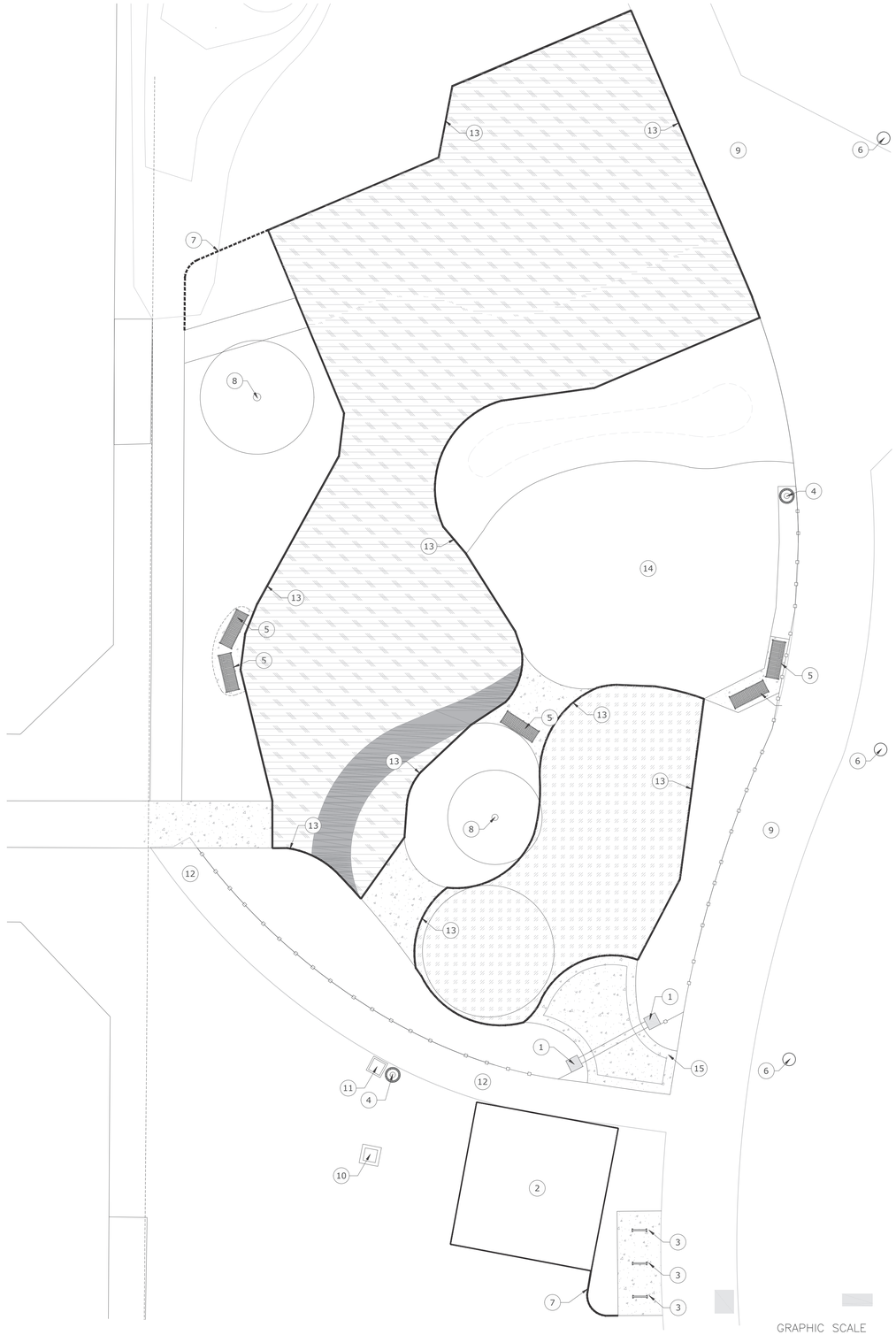
PLAYGROUND - BASE BID

REVISION	DATE
1	
2	
3	
4	

JOB NUMBER: 22-100A
DATE: 5/1/24
DRAWN BY: SLH
CHECKED BY: MDT

DRAWING 2 OF 12

L-1



B SAFETY SURFACING & MATERIALS LAYOUT PLAN

GRAPHIC SCALE
10 0 5 10 20
(IN FEET)
1 inch = 10 ft.

CALLOUTS

1. GATEWAY ELEMENT. OWNER PROVIDED, OWNER INSTALLED.
2. SHELTER AND CONCRETE PAD TO BE RELOCATED AS PART OF SPORT BUILDING CONSTRUCTION. BY OTHERS.
3. BIKE RACKS ON CONCRETE PAD. BIKE RACK: SPORTWORKS TOFINO NO SCRATCH BIKE RACK, SEE SPECIFICATIONS. OWNER PROVIDED, OWNER INSTALLED.
4. TRASH RECEPTACLE ON CONCRETE PAD. DUMOR #107, 22 GALLON STEEL RECEPTACLE. OWNER PROVIDED, OWNER INSTALLED.
5. 6' BENCH ON CONCRETE PAD. DUMOR BENCH #165, DOUGLAS FIR OR THERMALLY MODIFIED RED OAK SEAT. CENTER AND END ARMREST OR APPROVED EQUAL. OWNER PROVIDED, OWNER INSTALLED.
6. EXISTING LIGHT AS PART OF BUILDING CONSTRUCTION TO REMAIN. PRESERVE AND PROTECT.
7. 6" CONCRETE MOWCURB. SEE SHEET LD-2, DETAIL F.
8. EXISTING TREE TO REMAIN, PRESERVE AND PROTECT. SEE SHEET LD-2 DETAIL I.
9. FIRE LANE AS PART OF SPORT BUILDING CONSTRUCTION. BY OTHERS.
10. 320 SQ IN STEEL PARK GRILL ON SINGLE POST WITH EMBEDDED MOUNTING. OWNER PROVIDED, OWNER INSTALLED.
11. CONCRETE HOT COAL DISPOSAL BIN. OWNER PROVIDED, OWNER INSTALLED.
12. SIDEWALK AS PART OF SPORT BUILDING CONSTRUCTION. BY OTHERS.
13. PLAY AREA CURB, TYP. SEE SHEET LD-1, DETAIL A.
14. SPLASH PAD. SEE SHEET L-4.
15. 18" BAND AROUND CONCRETE FOR CHILDREN'S HANDPRINTS. CONTRACTOR PROVIDE SEPARATE POUR AND COORDINATE WITH CITY STAFF.

LEGEND

- SPLASH PAD. SEE SHEET L-4.
- 4" BROOM FINISH CONCRETE WALK.
- LANDSCAPE AND IRRIGATION REPAIR BY OTHERS AS PART OF BUILDING CONTRACT.
- 4' TALL CHAINLINK FENCE, BLACK. SEE SPECIFICATIONS.

BASE BID: PLAY TURF

- FOREVER LAWN PLAYGROUND GRASS, COLOR: BLUE OR APPROVED EQUAL. SEE SPECIFICATIONS.
- FOREVER LAWN PLAYGROUND GRASS, COLOR: GREEN OR APPROVED EQUAL. SEE SPECIFICATIONS.
- FOREVER LAWN PLAYGROUND GRASS, COLOR: GOLD OR APPROVED EQUAL. SEE SPECIFICATIONS.

ALTERNATE 6: PIP IN LIEU OF ARTIFICIAL TURF

- FLEX GROUND 50/50 MIX OR APPROVED EQUAL: STANDARD BLUE AND BLACK.
- FLEX GROUND 50/50 MIX OR APPROVED EQUAL: STANDARD GREEN AND BLACK.
- FLEX GROUND 50/50 MIX OR APPROVED EQUAL: STANDARD BEIGE AND BLACK.

CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
2. CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO COORDINATE UTILITY WORK, SLEEVE AND IRRIGATION INSTALLATION TO AVOID CONFLICTS BETWEEN UTILITIES, IRRIGATION EQUIPMENT AND THE PLACEMENT OF TREES, SHRUBS AND LANDSCAPE EDGING/MOWCURBS.
4. THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTIONS AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNER'S REPRESENTATIVES OF ANY DISCREPANCIES.
6. CONTRACTOR TO COORDINATE THESE PLANS WITH CIVIL, ELECTRICAL AND ARCHITECTURAL PLANS. IMMEDIATELY NOTIFY OWNER'S REPRESENTATIVE IF CONFLICTS BETWEEN PLANS ARE IDENTIFIED OR IF ADDITIONAL INFORMATION OR CLARIFICATION IS REQUIRED FOR COORDINATION.
7. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL CURBS AND WALKS DAMAGED DURING CONSTRUCTION.
8. LAYOUT AND EXTENT OF EXCAVATION TO BE STAKED AND REVIEWED IN THE FIELD BY LANDSCAPE ARCHITECT AND/OR OWNER.
9. LIABLE FOR ENCROACHMENT: THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND UNDERSTANDING THE LIMITS OR WORK. CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION OF ENCROACHMENT ONTO ADJACENT PROPERTY, RIGHTS-OF-WAY, EASEMENTS, SET-BACKS, OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER MARKED OR UNMARKED.

LAYOUT NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD A DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
2. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD AND CHALKED, STRING LINED OR FLAGGED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MINOR ADJUSTMENTS MADE TO ACHIEVE OVERALL DESIGN LAYOUT SHALL BE ACCEPTED BY THE OWNER PRIOR TO CONSTRUCTION.
3. LAYOUT IS BASED ON THE POINT(S) OF BEGINNING (P.O.B.) AND BASELINE(S) OR GRID SYSTEM AS SHOWN, SEE ARCHITECTURAL AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
4. ALL LAYOUT AND GRADES SHALL BE COMPLETED BY A LICENSED SURVEYOR.
5. LAYOUT AND FINAL GRADES TO BE APPROVED BY OWNER'S REPRESENTATIVE. SEE SPECIFICATIONS FOR FINISH GRADE REQUIREMENTS FOR FIELDS.

MATERIAL NOTES

1. ALL REINFORCING AND FORMS SHALL BE SECURED IN PLACE AND ACCEPTED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING ANY CONCRETE.
2. CONCRETE FINISHES SHALL BE AS NOTED. CONTRACTOR SHALL PROVIDE 4'X4' SAMPLES OF ALL SPECIFIED FINISHES OF CONCRETE USING THE SAME MATERIALS THAT WILL BE USED IN THE ACTUAL CONSTRUCTION FOR EACH TYPE SPECIFIED. SAMPLES SHALL BE PREPARED WELL ENOUGH IN ADVANCE OF SCHEDULED CONCRETE POUR TO ALLOW FOR REVIEW AND POSSIBLE RE-POURING OF UNACCEPTABLE SAMPLES. UNACCEPTABLE SAMPLES SHALL BE RE-PREPARED UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE. ACCEPTED SAMPLES SHALL BE PROTECTED AND REMAIN ON SITE FOR REFERENCE UNTIL FINAL ACCEPTANCE.
3. ALL FENCES AND GATES SHOWN ON PLAN ARE GRAPHIC REPRESENTATIONS; REFER TO DETAILS AND SPECIFICATIONS FOR PRECISE LOCATION AND GATE OPERATION.
4. ASPHALT SHALL NOT BE INSTALLED UNTIL ALL EDGES AND SITE FURNISHING PADS ARE INSTALLED.
5. DO NOT PLACE ANY ATHLETIC FIELD MATERIAL UNTIL SUBMITTALS ARE FULLY APPROVED. MATERIAL SUBMITTALS WILL BE COMPARED TO DELIVERED MATERIAL.

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

© 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
MICHAEL D. TERRELL
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

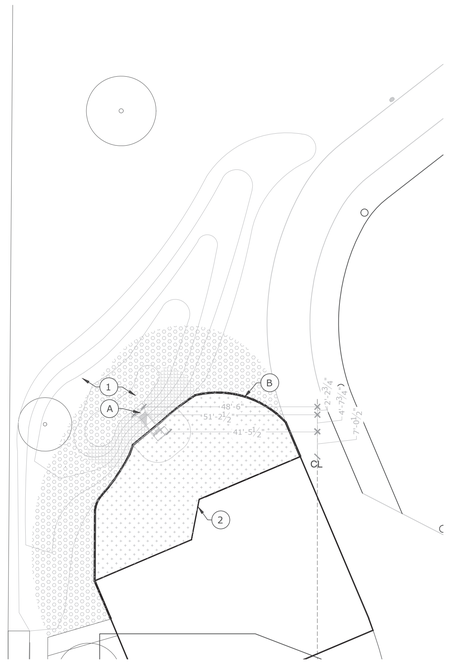
SAFETY SURFACING LAYOUT PLAN

REVISION	DATE
1	
2	
3	
4	

JOB NUMBER	22-100A
DATE	5/1/24
DRAWN BY	SLH
CHECKED BY	MDT

DRAWING 3 OF 12

L-2



BASE BID CALLOUTS

1. SLEDDING HILL. SEE SHEET L-1.
2. PLAY AREA CURB. SEE SHEET LD-1, DETAIL A.

ALTERNATE #4 CALLOUTS

A. TYPE H ROLLER SLIDE WITH ADA TRANSFER SEAT AT BOTTOM OR APPROVED EQUAL. SEE SPECIFICATIONS.

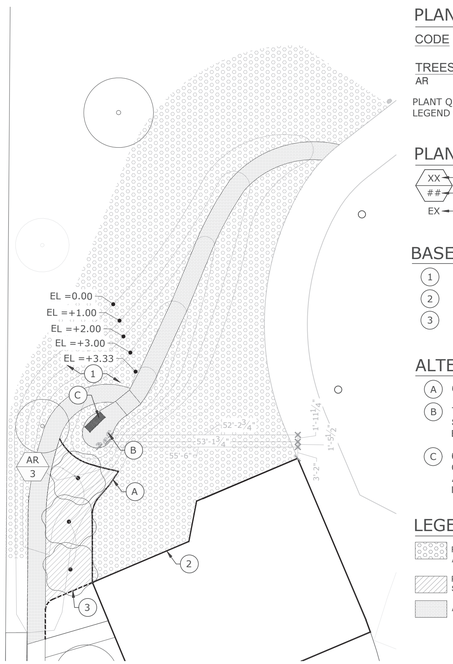
B. 12" EWF PLAYGROUND CURB. SEE SHEET LD-1, DETAIL D.

LEGEND

- REPAIR AREA. SEEDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION. ADJUST IRRIGATION AS NECESSARY TO ACHIEVE HEAD TO HEAD COVERAGE.
- PLANTER AREA WITH MINERAL MULCH TYPE 'A' OVER WEED BARRIER FABRIC. SEE PLANTING NOTES FOR TYPE.
- ENGINEERED WOOD FIBER SAFETY SURFACING. SEE SHEET LD-1, DETAIL D.
- BOULDER EMBANKMENT WALL AS PART OF ALTERNATE #4. SEE SHEET LD-1, DETAIL E.

B ALTERNATE #4 - EMBANKMENT BOULDERS, ROLLER SLIDE, SAFETY SURFACING CURB

SCALE: 1" = 20' - 0"



PLANT LEGEND

CODE	BOTANICAL NAME	COM. NAME	SIZE	H X W	QTY
TREES					
AR	Acer rubrum `Bowhall`	Bowhall Maple	2" Cal.	40`	15` 3

PLANT QUANTITY NOTE: CONTRACTOR SHALL VERIFY QUANTITIES IN PLANT LEGEND WITH PLANT SYMBOLS ON PLANS.

PLANT CALLOUTS

- XX — PLANT ABBREVIATION
- ## — NUMBER OF PLANTS
- EX — EXISTING

BASE BID CALLOUTS

1. SLEDDING HILL. SEE SHEET L-1.
2. 12" EWF PLAYGROUND CURB AS PART OF BASE BID, SEE SHEET L-1, DETAIL D.
3. 6" CONCRETE MOWCURB. SEE SHEET LD-2, DETAIL F.

ALTERNATE #3 CALLOUTS

A. 6" CONCRETE MOWCURB. SEE SHEET LD-2, DETAIL F.

B. TYPE G FREE NOTES HARMONY PARK - BUTTERFLY ENSEMBLE, SURFACE MOUNTED. TURQUOISE, YELLOW, AND ORANGE BUTTERFLIES OR APPROVED EQUAL. SEE SPECIFICATIONS.

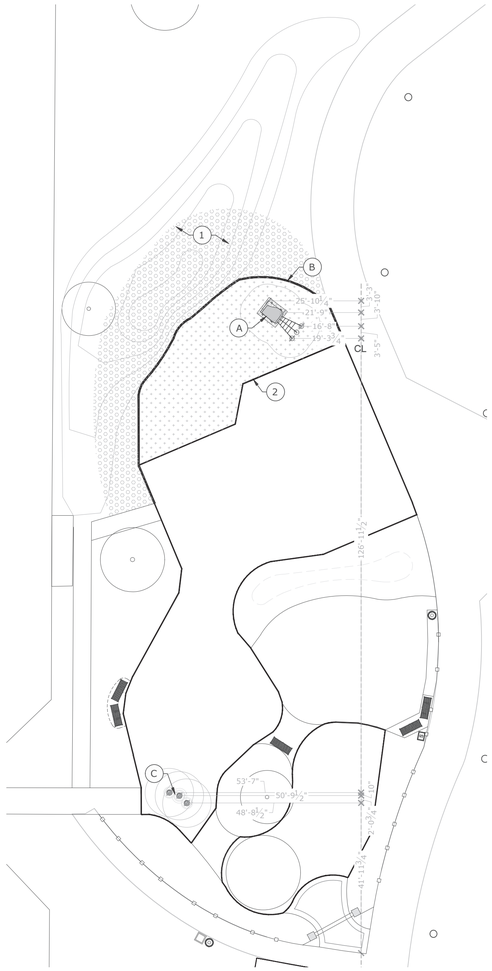
C. 6' BENCH ON CONCRETE PAD. DUMOR BENCH #165, DOUGLAS FIR OR THERMALLY MODIFIED RED OAK SEAT. CENTER AND END ARMREST OR APPROVED EQUAL. OWNER PROVIDED, OWNER INSTALLED.

LEGEND

- REPAIR AREA. SEEDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION. ADJUST IRRIGATION AS NECESSARY TO ACHIEVE HEAD TO HEAD COVERAGE.
- PLANTER AREA WITH MINERAL MULCH TYPE 'A' OVER WEED BARRIER FABRIC. SEE PLANTING NOTES FOR TYPE.
- ASPHALT PATH. ALTERNATE #8: 4" CONCRETE WITH MEDIUM BROOM FINISH.

A ALTERNATE #3 - ASPHALT PATH, PLAZA, BUTTERFLY MUSIC ENSEMBLE

SCALE: 1" = 20' - 0"



BASE BID CALLOUTS

1. SLEDDING HILL. SEE SHEET L-1.
2. PLAY AREA CURB. SEE SHEET LD-1, DETAIL A.

ALTERNATE #5 CALLOUTS

A. TYPE I ID SCULPTURE BOULDER 1 WITH RAMP NET OR APPROVED EQUAL. SEE SPECIFICATIONS.

B. 12" EWF PLAYGROUND CURB. SEE SHEET LD-1, DETAIL D.

C. TYPE J ID SCULPTURE MUSHROOM STEPPERS OR APPROVED EQUAL. SEE SPECIFICATIONS.

LEGEND

- REPAIR AREA. SEEDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION. ADJUST IRRIGATION AS NECESSARY TO ACHIEVE HEAD TO HEAD COVERAGE.
- ENGINEERED WOOD FIBER SAFETY SURFACING. SEE SHEET LD-1, DETAIL D.

C ALTERNATE #5 - ID SCULPTURE PLAY EQUIPMENT

SCALE: 1" = 20' - 0"

CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
2. CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO COORDINATE UTILITY WORK, SLEEVE AND IRRIGATION INSTALLATION TO AVOID CONFLICTS BETWEEN UTILITIES, IRRIGATION EQUIPMENT AND THE PLACEMENT OF TREES, SHRUBS AND LANDSCAPE EDGING/MOWCURBS.
4. THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTIONS AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNER'S REPRESENTATIVES OF ANY DISCREPANCIES.
6. CONTRACTOR TO COORDINATE THESE PLANS WITH CIVIL, ELECTRICAL AND ARCHITECTURAL PLANS. IMMEDIATELY NOTIFY OWNER'S REPRESENTATIVE IF CONFLICTS BETWEEN PLANS ARE IDENTIFIED OR IF ADDITIONAL INFORMATION OR CLARIFICATION IS REQUIRED FOR COORDINATION.
7. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL CURBS AND WALKS DAMAGED DURING CONSTRUCTION.
8. LAYOUT AND EXTENT OF EXCAVATION TO BE STAKED AND REVIEWED IN THE FIELD BY LANDSCAPE ARCHITECT AND/OR OWNER.
9. LIABLE FOR ENCROACHMENT: THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND UNDERSTANDING THE LIMITS OR WORK. CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION OF ENCROACHMENT ONTO ADJACENT PROPERTY, RIGHTS-OF-WAY, EASEMENTS, SET-BACKS, OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER MARKED OR UNMARKED.

LAYOUT NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD A DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
2. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD AND CHALKED, STRING LINED OR FLAGGED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MINOR ADJUSTMENTS MADE TO ACHIEVE OVERALL DESIGN LAYOUT SHALL BE ACCEPTED BY THE OWNER PRIOR TO CONSTRUCTION.
3. LAYOUT IS BASED ON THE POINT(S) OF BEGINNING (P.O.B.) AND BASELINE(S) OR GRID SYSTEM AS SHOWN, SEE ARCHITECTURAL AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
4. ALL LAYOUT AND GRADES SHALL BE COMPLETED BY A LICENSED SURVEYOR.
5. LAYOUT AND FINAL GRADES TO BE APPROVED BY OWNER'S REPRESENTATIVE. SEE SPECIFICATIONS FOR FINISH GRADE REQUIREMENTS FOR FIELDS.

MATERIAL NOTES

1. ALL REINFORCING AND FORMS SHALL BE SECURED IN PLACE AND ACCEPTED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING ANY CONCRETE.
2. CONCRETE FINISHES SHALL BE AS NOTED. CONTRACTOR SHALL PROVIDE 4'X4' SAMPLES OF ALL SPECIFIED FINISHES OF CONCRETE USING THE SAME MATERIALS THAT WILL BE USED IN THE ACTUAL CONSTRUCTION FOR EACH TYPE SPECIFIED. SAMPLES SHALL BE PREPARED WELL ENOUGH IN ADVANCE OF SCHEDULED CONCRETE POUR TO ALLOW FOR REVIEW AND POSSIBLE RE-POURING OF UNACCEPTABLE SAMPLES. UNACCEPTABLE SAMPLES SHALL BE RE-PREPARED UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE. ACCEPTED SAMPLES SHALL BE PROTECTED AND REMAIN ON SITE FOR REFERENCE UNTIL FINAL ACCEPTANCE.
3. ALL FENCES AND GATES SHOWN ON PLAN ARE GRAPHIC REPRESENTATIONS; REFER TO DETAILS AND SPECIFICATIONS FOR PRECISE LOCATION AND GATE OPERATION.
4. ASPHALT SHALL NOT BE INSTALLED UNTIL ALL EDGES AND SITE FURNISHING PADS ARE INSTALLED.
5. DO NOT PLACE ANY ATHLETIC FIELD MATERIAL UNTIL SUBMITTALS ARE FULLY APPROVED. MATERIAL SUBMITTALS WILL BE COMPARED TO DELIVERED MATERIAL.



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

© 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

NORTH HILL ALTERNATES

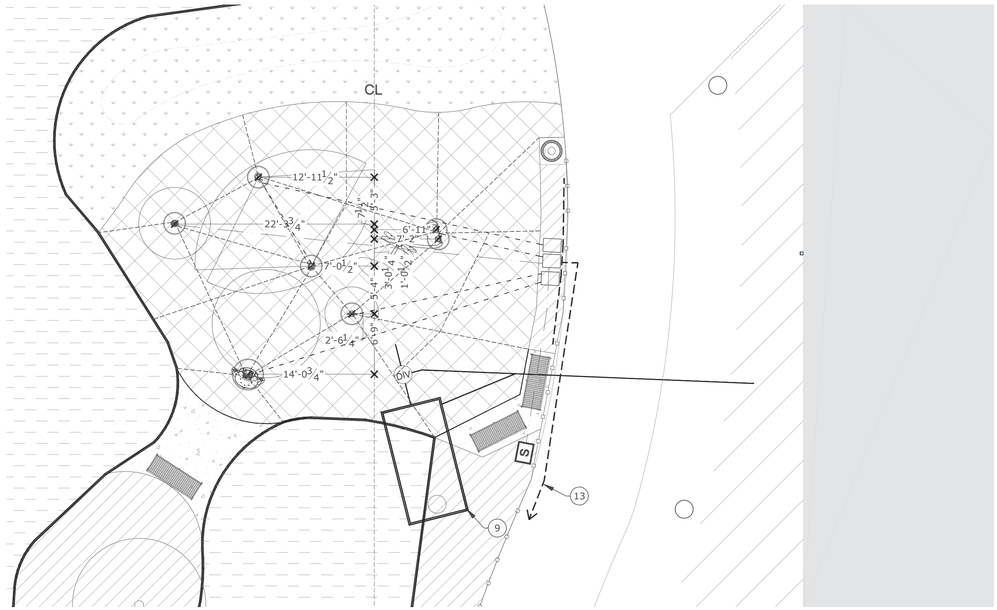
REVISION	DATE
1	
2	
3	
4	

JOB NUMBER: 22-100A
DATE: 5/1/24
DRAWN BY: SLH
CHECKED BY: MDT

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

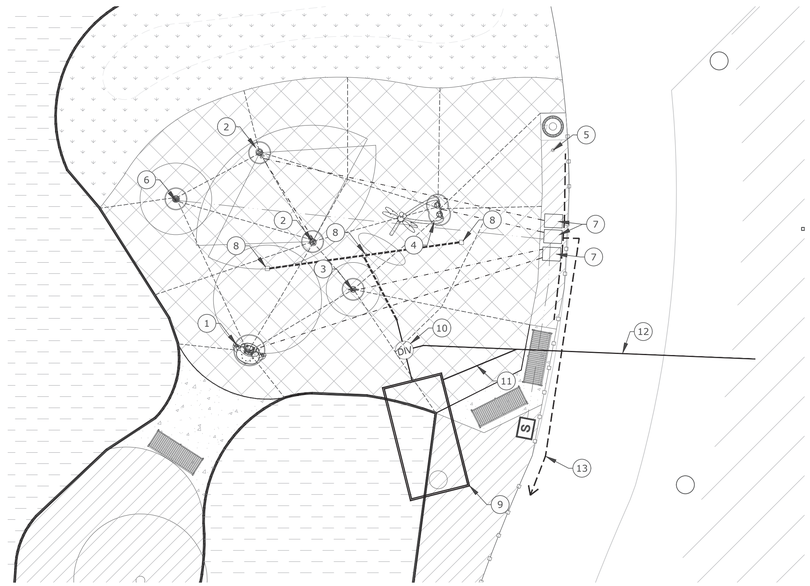
DRAWING 4 OF 12

L-3



A SPLASH PAD LAYOUT PLAN - BASE BID

SCALE: 1/8" = 1'-0"



B SPLASH PAD CONSTRUCTION PLAN

SCALE: 1/8" = 1'-0"

SPLASH PAD EQUIPMENT CALLOUTS - BASE BID

1. WATERPLAY SLING SOAKER OR APPROVED EQUAL. INSTALL PER MANUFACTURERS SPECIFICATIONS.
2. WATERPLAY SPLASH BLASTER OR APPROVED EQUAL. INSTALL PER MANUFACTURERS SPECIFICATIONS.
3. WATERPLAY FISH OR APPROVED EQUAL. INSTALL PER MANUFACTURERS SPECIFICATIONS.
4. WATERPLAY SPARX DRAGON FLY OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
5. HOURS/RULES SIGN. SEE SHEET LD-3, DETAIL A.
6. ACTIVATION BOLLARD OR APPROVED EQUAL. INSTALL AS PER MANUFACTURERS SPECIFICATIONS.
7. SPLASH PAD CONTROL VALVES AND VALVE BOXES. SEE CIVIL DRAWINGS, FOR WATER SERVICE.
8. NDS HEAVY DUTY DRAIN OR APPROVED EQUAL. SEE SHEET LD-3, DETAIL E.
9. CONCRETE STORAGE TANK, SEE CIVIL DRAWINGS AND SPECIFICATIONS.
10. DIVERTER STRAINER. SEE SHEET LD-3, DETAIL D.
11. TANK OVERFLOW TO BUILDING STORM DRAIN. SEE CIVIL DRAWINGS, C1.0.
12. 4" DIVERTER VALVE CONNECTION TO STORM DRAIN FOR WINTER OPERATION. SEE SHEET LD-3, DETAIL G.
13. SEE CIVIL WATER CONNECTION FOR SPLASH PAD. SEE CIVIL FOR LOCATION AND EXTENT.

SPLASH PAD LEGEND

- SPLASH PAD. MEDIUM BROOM FINISH CONCRETE PAD, SEE SPECIFICATIONS.
- S — SPLASH PAD CONTROLLER. SEE SPECIFICATIONS.
- SAW JOINTS. SAW CUT JOINTS TO BE LAID OUT FOR APPROVAL BY OWNER PRIOR TO CUTTING, TYPICAL.
- CONCRETE EXPANSION JOINT. FOR EXPANSION JOINTS ADJACENT TO SPLASH PAD, EXPANSION JOINTS SHALL HAVE WATERPROOF JOINT SEALER APPLIED.
- 1 1/2" CLASS 200 PIPE FROM SPLASH PAD NOZZLE TO VALVE BOX, IN 6" SCH 40 PVC SLEEVE.
- SPLASH PAD CONTROL WIRE IN CONDUIT FROM ACTIVATOR AND VALVES TO SPLASH PAD CONTROLLER.
- 2" SCH 40 PVC POTABLE WATER SUPPLY.
- DRAINAGE: 6" CLASS 200 PVC. BASE BID.
- 4' TALL CHAINLINK FENCE, BLACK. SEE SPECIFICATIONS.

CONSTRUCTION NOTES

1. SCOPE OF WORK: THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION AND SERVICES NECESSARY TO COMPLETE THE WORK SHOWN ON THE PLAN.
2. SITE VERIFICATION: PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL VERIFY, AT THE SITE, ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLAN AFFECTING THE INTENDED LIMITS OF THE DEMOLITION WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
3. NOTIFICATION OF DISCREPANCIES: THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS, EXISTING DRAINAGE STRUCTURES, FINISH CURB & WALK ELEVATIONS WITH THE LANDSCAPE ARCHITECT IN THE FIELD. ANY DISCREPANCIES BETWEEN THE FIELD CONDITIONS AND THE CONTRACT DOCUMENTS AND/OR DESIGN INTENT AFFECTING THE SUCCESSFUL COMPLETION AND COST OF THE PROJECT SHALL BE REPORTED TO THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY.
4. ALL FORMS AND ALIGNMENT OF HARDSCAPE ITEMS SHALL BE REVIEWED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO POURING CONCRETE. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM 48 HOURS PRIOR TO THE DESIRED TIME OF A SITE VISIT.
5. ONLY SURFACE FEATURES ARE SHOWN ON THIS PLAN. UNDERGROUND UTILITIES ARE NOT DEPICTED. PRESERVE AND PROTECT EXISTING UTILITIES FROM DAMAGE OR DISRUPTION, TYPICAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
6. THE LOCATION OF FEATURES TO BE CONSTRUCTED, NOT SPECIFICALLY DIMENSIONED MAY BE DETERMINED BY SCALE. VERIFY ALL SUCH CONDITIONS WITH THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
7. ALL CURVE-TO-CURVE AND CURVE-TO-TANGENT LINES SHALL BE NEAT, TRIM, SMOOTH AND UNIFORM.
8. ENSURE THAT SPLASH PAD GRADING AND DRAIN INSTALLATION PROHIBITS THE ACCUMULATION OF STANDING WATER.
9. ALL SPLASH PAD ELEMENTS TO USE LOW FLOW NOZZLE OPTIONS.
10. CONTROLLER TO BE PLACED WITHIN RESTROOM AS DIRECTED. CONDUIT TO CONNECT CONTROLLER ACTIVATION BOLLARD AND VALVES.
11. SLEEVE ALL PIPE WITH SCHEDULE 80 PVC, SIZE 4" MIN.

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

© 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
MICHAEL D. TERRELL
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

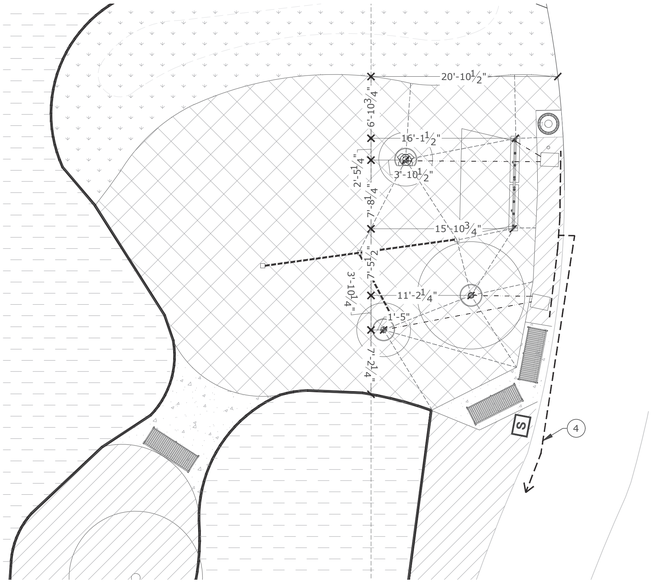
SPLASH PAD - BASE BID

REVISION	DATE
1	
2	
3	
4	

JOB NUMBER	22-100A
DATE	5/1/24
DRAWN BY	SLH
CHECKED BY	MDT

DRAWING 5 OF 12

L-4



B SPLASH PAD ALTERNATE #1
LAYOUT PLAN
SCALE: 1/8" = 1'-0"



A SPLASH PAD ALTERNATE #1 & #2
CONSTRUCTION PLAN
SCALE: 1/8" = 1'-0"

ALTERNATE #1: SPLASH PAD EQUIPMENT

- (A) WATERPLAY SPRAY TUNNEL 8 OR APPROVED EQUAL. INSTALL PER MANUFACTURERS SPECIFICATIONS.
- (B) WATERPLAY HOPPER2 OR APPROVED EQUAL. INSTALL PER MANUFACTURERS SPECIFICATIONS.
- (C) WATERPLAY WATER WEAVER 1 OR APPROVED EQUAL. INSTALL PER MANUFACTURERS SPECIFICATIONS.
- (D) WATERPLAY FUN BRELLA OR APPROVED EQUAL. INSTALL PER MANUFACTURERS SPECIFICATIONS.

ALTERNATE #2: SPLASH PAD IRRIGATION BOOSTER PUMP

- (E) IRRIGATION BOOSTER STATION. SEE SHEET LD-4, DETAIL C.
- (F) WET WELL AND PUMP. SEE SHEET LD-4, DETAIL B.
- (G) TO IRRIGATION SERVICE. SEE SHEET LD-4, DETAIL B.
- (H) TO SANITARY SEWER. SEE SHEET LD-4, DETAIL B.
- (I) CONCRETE STORAGE TANK. SEE SHEET LD-4, DETAIL A.

SPLASH PAD EQUIPMENT CALLOUTS

1. **BASE BID** DRAINS AND DRAINAGE, SEE SHEET L-4.
2. VALVE BOXES. SEE SHEET LD-3, DETAIL C.
3. **BASE BID** DIVERTER STRAINER. SEE SHEET LD-3, DETAIL D.
4. SEE CIVIL WATER CONNECTION FOR SPLASH PAD. SEE CIVIL FOR LOCATION AND EXTENT.

SPLASH PAD LEGEND

- SPLASH PAD. 4" THICK, MEDIUM BROOM FINISH CONCRETE PAD, SEE SPECIFICATIONS.
- S — SPLASH PAD CONTROLLER. SEE SPECIFICATIONS.
- ------ SAW JOINTS. SAW CUT JOINTS TO BE LAID OUT FOR APPROVAL BY OWNER PRIOR TO CUTTING, TYPICAL.
- ——— CONCRETE EXPANSION JOINT. FOR EXPANSION JOINTS ADJACENT TO SPLASH PAD, EXPANSION JOINTS SHALL HAVE WATERPROOF JOINT SEALER APPLIED.
- - - - 1 1/2" CLASS 200 PIPE FROM SPLASH PAD NOZZLE TO VALVE BOX, IN 6" SCH 40 PVC SLEEVE.
- — — — SPLASH PAD CONTROL WIRE IN CONDUIT FROM ACTIVATOR AND VALVES TO SPLASH PAD CONTROLLER IN NEW RESTROOM. BASE BID.
- – – – 2" SCH 40 PVC POTABLE WATER SUPPLY. BASE BID.
- - - - - - DRAINAGE: 6" CLASS 200 PVC. BASE BID.

CONSTRUCTION NOTES

1. SCOPE OF WORK: THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION AND SERVICES NECESSARY TO COMPLETE THE WORK SHOWN ON THE PLAN.
2. SITE VERIFICATION: PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL VERIFY, AT THE SITE, ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLAN AFFECTING THE INTENDED LIMITS OF THE DEMOLITION WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
3. NOTIFICATION OF DISCREPANCIES: THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS, EXISTING DRAINAGE STRUCTURES, FINISH CURB & WALK ELEVATIONS WITH THE LANDSCAPE ARCHITECT IN THE FIELD. ANY DISCREPANCIES BETWEEN THE FIELD CONDITIONS AND THE CONTRACT DOCUMENTS AND/OR DESIGN INTENT AFFECTING THE SUCCESSFUL COMPLETION AND COST OF THE PROJECT SHALL BE REPORTED TO THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY.
4. ALL FORMS AND ALIGNMENT OF HARDSCAPE ITEMS SHALL BE REVIEWED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO POURING CONCRETE. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM 48 HOURS PRIOR TO THE DESIRED TIME OF A SITE VISIT.
5. ONLY SURFACE FEATURES ARE SHOWN ON THIS PLAN. UNDERGROUND UTILITIES ARE NOT DEPICTED. PRESERVE AND PROTECT EXISTING UTILITIES FROM DAMAGE OR DISRUPTION, TYPICAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
6. THE LOCATION OF FEATURES TO BE CONSTRUCTED, NOT SPECIFICALLY DIMENSIONED MAY BE DETERMINED BY SCALE. VERIFY ALL SUCH CONDITIONS WITH THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
7. ALL CURVE-TO-CURVE AND CURVE-TO-TANGENT LINES SHALL BE NEAT, TRIM, SMOOTH AND UNIFORM.
8. ENSURE THAT SPLASH PAD GRADING AND DRAIN INSTALLATION PROHIBITS THE ACCUMULATION OF STANDING WATER.
9. ALL SPLASH PAD ELEMENTS TO USE LOW FLOW NOZZLE OPTIONS.
10. CONTROLLER TO BE PLACED WITHIN RESTROOM AS DIRECTED. CONDUIT TO CONNECT CONTROLLER ACTIVATION BOLLARD AND VALVES.
11. SLEEVE ALL PIPE WITH SCHEDULE 80 PVC, SIZE 4" MIN.



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

C 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
MICHAEL D. TERRELL
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

SPLASH PAD - ALTERNATES

REVISION	DATE
1	
2	
3	
4	

JOB NUMBER	22-100A
DATE	5/1/24
DRAWN BY	SLH
CHECKED BY	MDT

DRAWING 6 OF 12

L-5

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG



A PLANTING PLAN

GRAPHIC SCALE
10 0 5 10 20
(IN FEET)
1 inch = 10 ft.

CALLOUTS

1. GATEWAY ELEMENT. OWNER PROVIDED, OWNER INSTALLED.
2. SHELTER AND CONCRETE PAD TO BE RELOCATED AS PART OF SPORT BUILDING CONSTRUCTION. BY OTHERS.
3. BIKE RACKS ON CONCRETE PAD. BIKE RACK: SPORTWORKS TOFINO NO SCRATCH BIKE RACK, SEE SPECIFICATIONS. OWNER PROVIDED, OWNER INSTALLED.
4. TRASH RECEPTACLE ON CONCRETE PAD. DUMOR #107, 22 GALLON STEEL RECEPTACLE. OWNER PROVIDED, OWNER INSTALLED.
5. 6' BENCH ON CONCRETE PAD. DUMOR BENCH #165, DOUGLAS FIR OR THERMALLY MODIFIED RED OAK SEAT. CENTER AND END ARMREST OR APPROVED EQUAL. OWNER PROVIDED, OWNER INSTALLED.
6. 9" EWF PLAYGROUND CURB. SEE SHEET LD-1, DETAIL D.
7. 6" CONCRETE MOWCURB. SEE SHEET LD-2, DETAIL F.
8. EXISTING TREE TO REMAIN, PRESERVE AND PROTECT. SEE SHEET LD-2 DETAIL I.
9. PLAY TURF PLAYGROUND CURB. SEE SHEET LD-1, DETAIL B AND C.
10. 320 SQ IN STEEL PARK GRILL ON SINGLE POST WITH EMBEDDED MOUNTING. OWNER PROVIDED, OWNER INSTALLED.
11. CONCRETE HOT COAL DISPOSAL BIN. OWNER PROVIDED, OWNER INSTALLED.
12. PLAY AREA CURB AND WALK. SEE SHEET LD-1, DETAIL A.
13. PLAY AREA CURB ADJACENT TO FIRE LANE. SEE SHEET LD-1, DETAIL E.
14. LOGS AND BOULDERS PROVIDED BY OWNER, TYP. LOGS ARE 12-24" DIAMETER AND APPROXIMATELY 8' LONG. SEE SHEET LD-1, DETAIL I AND LD-2, DETAIL L.

LEGEND

- ARTIFICIAL TURF SAFETY SURFACING, **BASE BID**. SEE SHEET LD-1, DETAIL C.
- SODDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION, **BASE BID**.
- REPAIR AREA. SEEDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION, **BASE BID**. ALTERNATE #7: INSTALL SODDED TURF GRASS. SEE SPECIFICATIONS.
- PLANTER AREA WITH MINERAL MULCH TYPE 'A' OVER WEED BARRIER FABRIC. SEE PLANTING NOTES FOR TYPE.
- SPLASH PAD. SEE SHEET L-4.
- 4" BROOM FINISH CONCRETE WALK.
- ASPHALT PATH, **BASE BID**. ALTERNATE #8: 4" CONCRETE WITH MEDIUM BROOM FINISH. SEE SPECIFICATIONS.
- LANDSCAPE AND IRRIGATION REPAIR BY OTHERS AS PART OF BUILDING CONTRACT.
- 4' TALL CHAINLINK FENCE, BLACK. SEE SPECIFICATIONS.

PLANT LEGEND

CODE	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	WIDTH	QTY
TREES						
AR	Acer rubrum `Bowhall`	Bowhall Maple	2" Cal.	40`	15`	7
AA2	Acer rubrum 'JFS-KW78' TM	Armstrong Gold Red Maple	2" Cal.	40`	12`	8
AB	Acer saccharum `Bailsta`	Fall Fiesta® Sugar Maple	2" Cal.	60`	30`	1
PF	Pinus flexilis `Vanderwolf`s Pyramid`	Vanderwolf`s Pyramid Pine	7-8` Tall	25`	15`	3
SW	Syringa reticulata pekinensis 'WFH2'	Great Wall™ Peking Lilac	2" Cal.	20`	12`	3
TG	Tilia cordata `Greenspire`	Greenspire Littleleaf Linden	2" Cal.	45`	20`	3
SHRUBS						
CK	Cornus sericea `Kelseyi`	Kelseyi Dogwood	2 gal			14
HS	Helictotrichon sempervirens	Blue Oat Grass	1 gal			18
H	Hemerocallis x `Stella de Oro`	Stella de Oro Daylily	1 gal			12
MA	Mahonia aquifolium `Compacta`	Oregon Grape	2 gal			9
PV	Panicum virgatum `Shenandoah`	Switch Grass	1 gal.			16
PS3	Phlox subulata `Emerald Blue`	Emerald Blue Moss Phlox	3 gal			5
PW	Phlox subulata 'Red Wings'	Red Wings Creeping Phlox	1 gal.			9
RM	Rosa x `Meiboulka` P.P.A.F.	Oso Easy Cherry Pie Rose	2 gal			4
SB	Stachys byzantina	Lamb's Ear	1 gal.			9
TM	Thymus serpyllum 'Magic Carpet'	Magic Carpet Creeping Thyme	1 gal.			17

PLANT QUANTITY NOTE: CONTRACTOR SHALL VERIFY QUANTITIES IN PLANT LEGEND WITH PLANT SYMBOLS ON PLANS.

PLANT CALLOUTS

- XX — PLANT ABBREVIATION
- ## — NUMBER OF PLANTS
- EX — EXISTING

PLANTING NOTES

1. CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
2. CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
3. THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTION(S) AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNERS REPRESENTATIVES OF DISCREPANCIES. VERIFY THAT SUB GRADE PREPARATION HAS BEEN COMPLETED TO ACCEPTABLE TOLERANCES PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR ACCEPTS SUB GRADES UPON COMMENCEMENT OF WORK AND IS RESPONSIBLE FOR ANY CORRECTIONS REQUIRED AFTER WORK BEGINS.
5. REMOVE ALL CONSTRUCTION DEBRIS, CONCRETE, MORTAR, ROCKS, ETC FROM LANDSCAPE AREAS PRIOR TO SUB GRADE PREPARATION AND INSTALLATION OF PLANTING SOIL.
6. TREES AND SHRUBS TO MEET REQUIREMENTS OF AMERICAN STANDARD FOR NURSERY STOCK FOR SIZE AND MATERIAL CONDITION.
7. PLANT COUNTS IN LEGEND ARE FOR REFERENCE ONLY. PLANT SYMBOLS DICTATE THE REQUIRED PLANTS.
8. PLANTING SOIL SCHEDULE (SEE SPECIFICATIONS):
   a. PLANTING AREAS: 6" OF APPROVED PLANTING SOIL TYPE 'B' - WITTKOPF TURF BUILDER SOIL. SUBMIT FOR APPROVAL.
   b. TURF AND HYDROSEEDED AREAS: 4" OF APPROVED PLANTING SOIL TYPE 'B' - WITTKOPF TURF BUILDER SOIL. SUBMIT FOR APPROVAL.
9. MINERAL MULCH SCHEDULE (SEE SPECIFICATIONS):
   a. PLANTING AREAS: 2" OF MINERAL MULCH TYPE 'A'. 1" CRUSHED GRANITE, CLEAN TO BE SELECTED BY OWNER OVER NON-WOVEN WEED BARRIER FABRIC. SUBMIT FOR APPROVAL.
10. ORGANIC MULCH SCHEDULE (SEE SPECIFICATIONS):
    a. PLANTING AREAS: 2" OF ORGANIC MULCH TYPE 'B'. APPROVED COMPOST. SUBMIT FOR APPROVAL. SEE SPECIFICATIONS.
11. ALL LANDSCAPE AREAS TO BE IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM. SEE IRRIGATION PLANS AND SPECIFICATIONS.
12. TREE LOCATIONS MAY VARY DEPENDING ON WALK, DRIVEWAY, AND UTILITY LOCATIONS. STAKE FOR APPROVAL PRIOR TO PLANTING.
13. LAYOUT OF MOWCURBS AND EDGING TO BE MARKED FOR APPROVAL PRIOR TO INSTALLATION.
14. DO NOT COMPACT BOTTOMS OF SWALES, PROTECT SWALES FROM CONSTRUCTION TRAFFIC AND DEBRIS. SEE CIVIL PLANS FOR SOILS IN SWALES.
15. ALL TREES TO BE SINGLE TRUNKED, UNLESS OTHERWISE NOTED. MULTI-TRUNKED TREES TO INCLUDE MAIN LEADER EQUAL OR GREATER TO SIZE SPECIFIED.
16. TREES OF THE SAME SPECIES SHALL BE MATCHED FROM SAME LOT AND GROWER.
17. FINISH GRADE TO BE:
    a. PLANTING AREAS: 2 1/2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS BEFORE INSTALLATION OF MINERAL/ORGANIC MULCH.



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

© 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
MICHAEL D. TERRELL
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

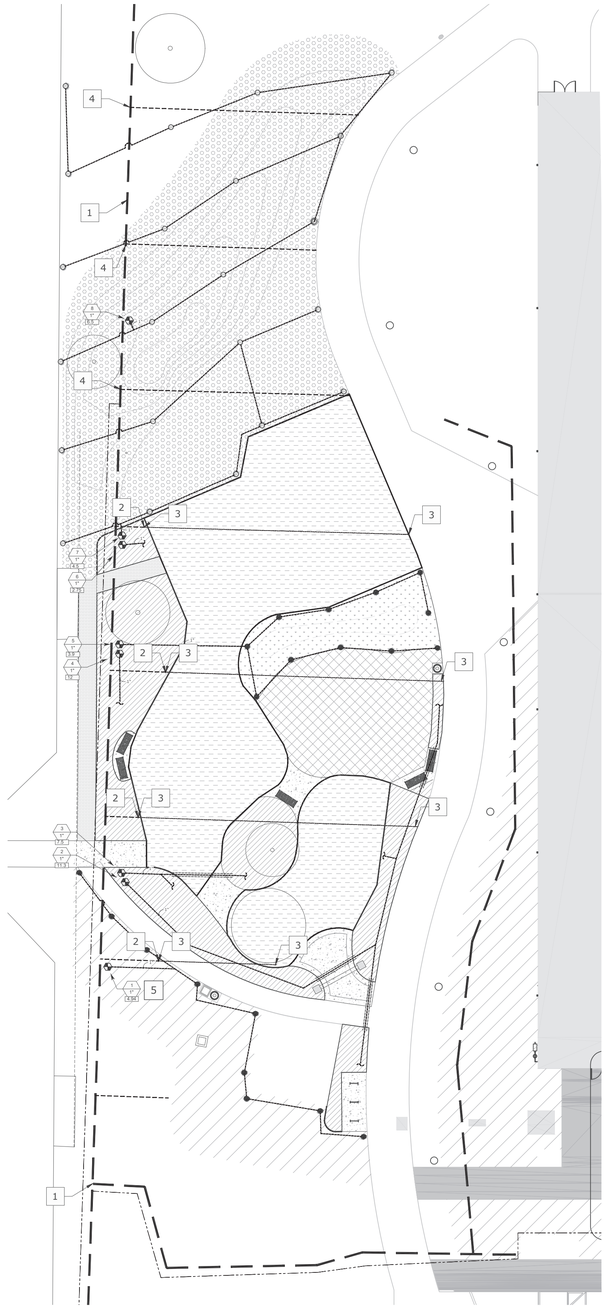
LANDSCAPE PLAN

REVISION	DATE
1	
2	
3	
4	

JOB NUMBER 22-100A
DATE 5/1/24
DRAWN BY SLH
CHECKED BY MDT

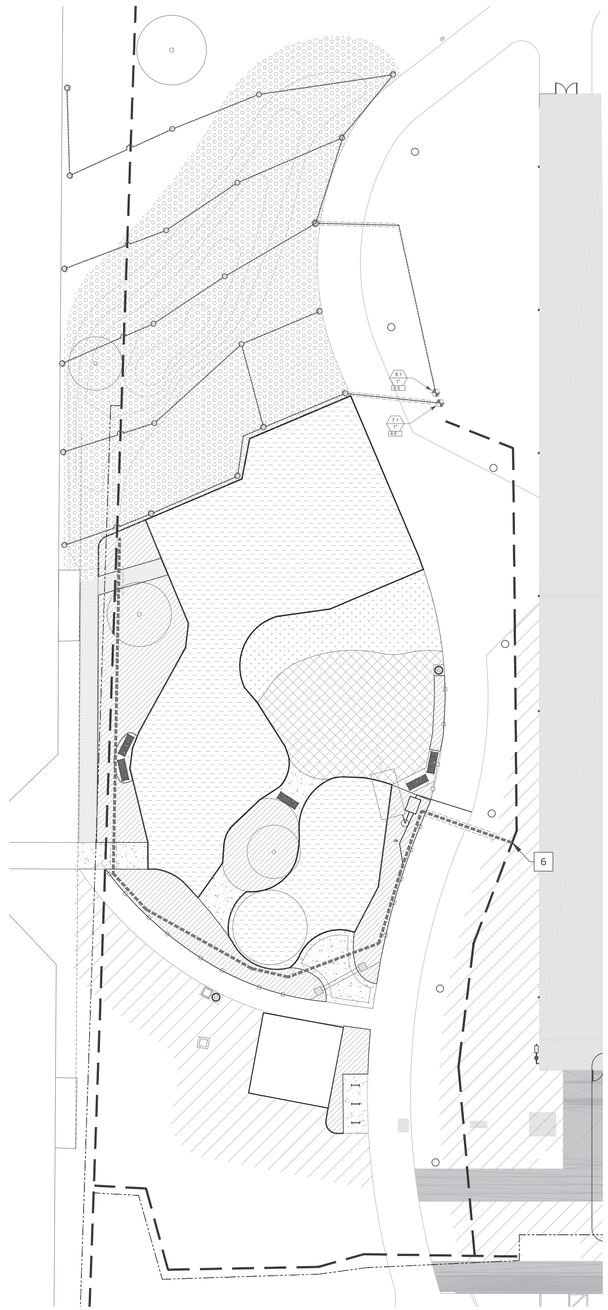
DRAWING 7 OF 12

L-6



A IRRIGATION PLAN
PLAN BASE BID

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.



B IRRIGATION PLAN
ALT #2 SPLASH PAD

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

IRRIGATION CALLOUTS

1. EXISTING IRRIGATION MAINLINE, PRESERVE AND PROTECT. LOCATION APPROXIMATE. VERIFY IN FIELD.
2. CAP EXISTING LATERAL LINE. LOCATION APPROXIMATE. VERIFY IN FIELD. ADD ONE HALF OR ADJUSTABLE SPRAY HEAD. ADJUST HEADS TO PROVIDE HEAD TO HEAD COVERAGE.
3. EXISTING LATERAL LINE TO BE REMOVED. LOCATION APPROXIMATE. VERIFY IN FIELD.
4. CAP AND REMOVE EXISTING VALVES, TYP. LOCATION APPROXIMATE, VERIFY IN FIELD.
5. NEW IRRIGATION FOR BUILDING REPAIR. SEE BUILDING IRRIGATION PLANS, SHOWN FOR REFERENCE ONLY.
6. CONNECT NEW MAINLINE TO EXISTING BUILDING MAINLINE.

LEGEND

- ARTIFICIAL TURF SAFETY SURFACING, **BASE BID**. SEE SHEET LD-1, DETAIL C.
- SODDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION, **BASE BID**.
- REPAIR AREA. SEEDED TURF WITH AUTOMATIC OVERHEAD IRRIGATION, **BASE BID**. ALTERNATE #7: INSTALL SODDED TURF GRASS. SEE SPECIFICATIONS.
- PLANTER AREA WITH MINERAL MULCH TYPE 'A' OVER WEED BARRIER FABRIC. SEE PLANTING NOTES FOR TYPE.
- SPLASH PAD. SEE SHEET L-4.
- ASPHALT PATH, **BASE BID**. ALTERNATE #8: 4" CONCRETE WITH MEDIUM BROOM FINISH. SEE SPECIFICATIONS.

IRRIGATION LEGEND

- PLANTER AREA WITH BUBBLER IRRIGATION. ONE (1) BUBBLER PER SHRUB, TWO (2) BUBBLERS PER TREE.
- EXISTING IRRIGATION MAINLINE, PRESERVE AND PROTECT. LOCATION APPROXIMATE. VERIFY IN FIELD.
- EXISTING LATERAL LINE. LOCATION APPROXIMATE. VERIFY IN FIELD.
- EXISTING LATERAL LINE TO BE REMOVED. LOCATION APPROXIMATE. VERIFY IN FIELD.
- ALTERNATE #2: NEW MAINLINE. 2" SCH 40 PVC. SEE BUILDING IRRIGATION PLANS.
- NEW LATERAL LINE - SCHEDULE 40 PVC - 1" UNLESS OTHERWISE NOTED.
- NEW PIPE SLEEVE - SCHEDULE 40 PVC. SEE SPECIFICATIONS.
- CONTROL WIRE IN CONDUIT.
- NEW IRRIGATION VALVE TO MATCH EXISTING. CONNECT TO EXISTING MAINLINE.
- HUNTER MP1000 PROS-04-PRS40-CV TURF ROTATOR, 4IN. POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI, MP ROTATOR NOZZLE ON PRS40 BODY.
- HUNTER PGP-ADJ TURF ROTOR, 4IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. STANDARD ANGLE RED NOZZLE. LOWER PRECIPITATION RATE. DESIGN PRESSURE: 30 PSI

IRRIGATION NOTES

1. CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
2. CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
3. THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTION(S) AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNERS REPRESENTATIVES OF DISCREPANCIES. VERIFY THAT SUB GRADE PREPARATION HAS BEEN COMPLETED TO ACCEPTABLE TOLERANCES PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR ACCEPTS SUB GRADES UPON COMMENCEMENT OF WORK AND IS RESPONSIBLE FOR ANY CORRECTIONS REQUIRED AFTER WORK BEGINS.

EXISTING SITE NOTES

1. MAINTAIN IRRIGATION TO EXISTING AND ADJACENT AREAS DURING CONSTRUCTION. NOTIFY OWNER OF ANY DISRUPTIONS LONGER THAN ONE WEEK. PROVIDE TEMPORARY IRRIGATION TO AREAS WHERE DISRUPTION OCCURS.



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

© 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
MICHAEL D. TERRELL
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

IRRIGATION PLAN

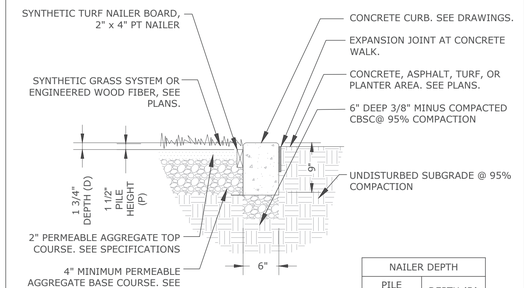
REVISION	DATE
1	
2	
3	
4	

JOB NUMBER 22-100A
DATE 5/1/24
DRAWN BY SLH
CHECKED BY MDT

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

DRAWING 8 OF 12

L-7

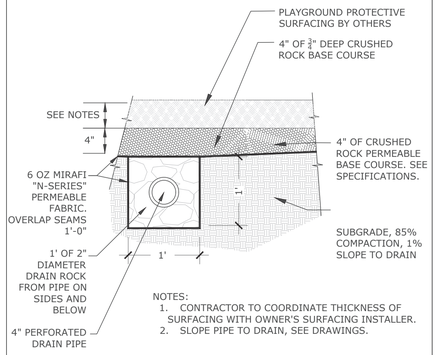


NAILER DEPTH	
PILE HEIGHT (P)	DEPTH (D)
1 1/2"	1 3/4"

NOTES:
1. SEE MANUFACTURERS SPECIFICATIONS FOR INSTALLATION.
2. SEE SPECIFICATIONS.

A PLAY AREA CURB

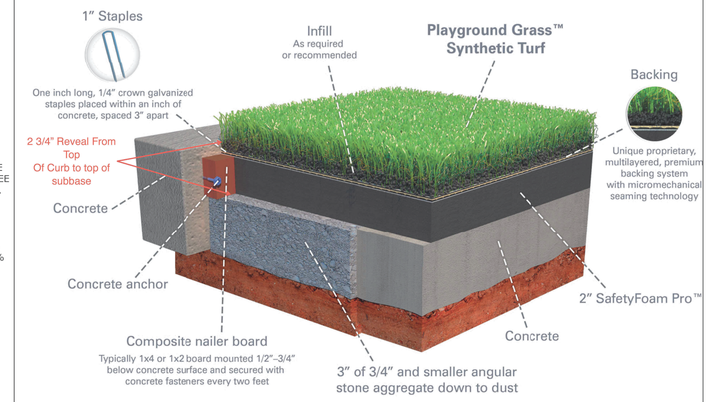
SCALE = NTS



NOTES:
1. CONTRACTOR TO COORDINATE THICKNESS OF SURFACING WITH OWNER'S SURFACING INSTALLER.
2. SLOPE PIPE TO DRAIN, SEE DRAWINGS.

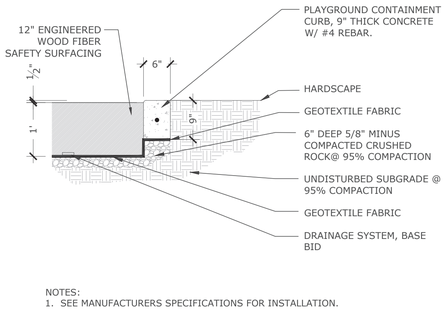
B PERFORATED PIPE

SCALE: NTS



C ARTIFICIAL TURF SAFETY SURFACING

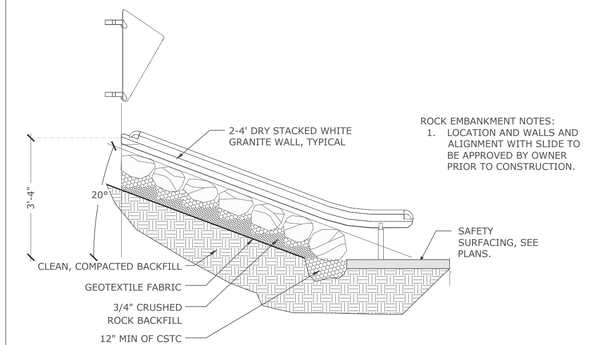
SCALE: NTS



NOTES:
1. SEE MANUFACTURERS SPECIFICATIONS FOR INSTALLATION.

D ALTERNATE #4: EWF SAFETY SURFACING

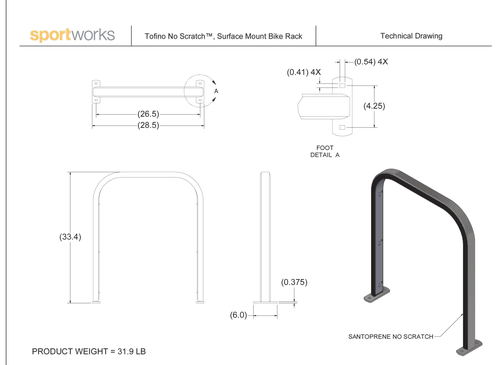
SCALE: NTS



ROCK EMBANKMENT NOTES:
1. LOCATION AND WALLS AND ALIGNMENT WITH SLIDE TO BE APPROVED BY OWNER PRIOR TO CONSTRUCTION.

E ROCK EMBANKMENT WALL - ALT #4

SCALE: NTS

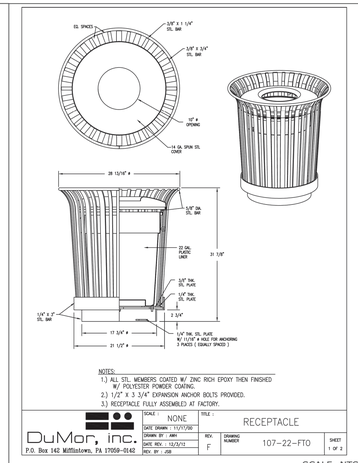


PRODUCT WEIGHT = 31.9 LB

Sportworks Northwest Inc. | 15540 Wood Red Rd NE, Bldg A-200 | Woodinville, WA 98072 | www.sportworks.com
Contact: Tel: 425-483-7000 | Fax: 425-488-9001 | salesandsupport@sportworks.com
All dimensions in inches. All dimensions and specifications nominal. Specifications are subject to change without notice. Copyright © 2019 Sportworks Northwest, Inc. All rights reserved.

F BIKE RACKS

SCALE: NTS



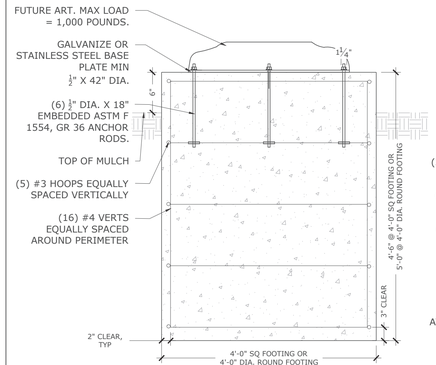
NOTES:
1) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.
3) RECEPTACLE FULLY ASSEMBLED AT FACTORY.

DuMor, inc.
P.O. Box 142 Mifflintown, PA 17059-0142

SCALE	NONE	TITLE :	RECEPTACLE	
DATE DRAWN :	7/27/10			
DRAWN BY :	AWH	REV.	DRAWING NUMBER	SHEET
DATE REV. :	12/5/12	F	107-22-FTO	1 OF 3
REV. BY :	JDB			

G TRASH RECEPTACLE

SCALE: NTS

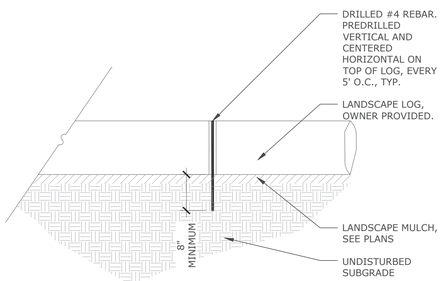


NOTES.
1. CONCRETE STRENGTH: FC=3,000 PSI
2. REBAR GRADE: FY = 60,000 PSI
3. ASSUMED ALLOWABLE LATERAL BEARING PRESSURE = 150 PCF
4. FOR REFERENCE ONLY. FINAL DESIGN DEPENDANT ON ART.

NOTES
1. BASE PLATE AND TEMPLATE TO BE PROVIDED BY SCULPTOR.
2. VERIFY DIMENSIONS OF ART BASE AND BOLT LOCATIONS

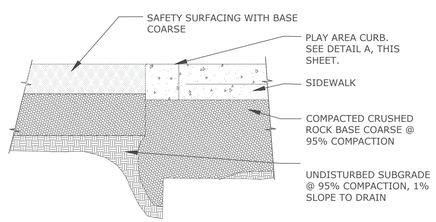
H SCULPTURE BASE

SCALE = NTS



I LANDSCAPE LOGS

SCALE: NTS



J PLAY AREA PIP - ALT #6

SCALE = NTS

Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

© 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

DETAILS

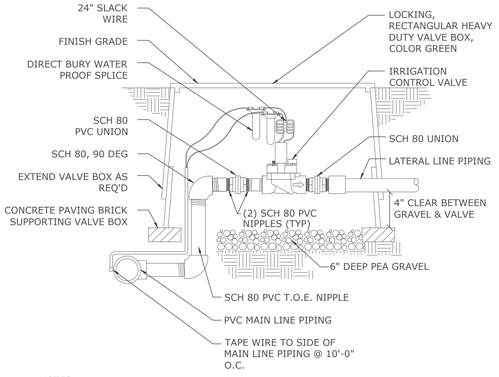
REVISION	DATE
1	
2	
3	
4	

JOB NUMBER	22-100A
DATE	5/1/24
DRAWN BY	SLH
CHECKED BY	MDT

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

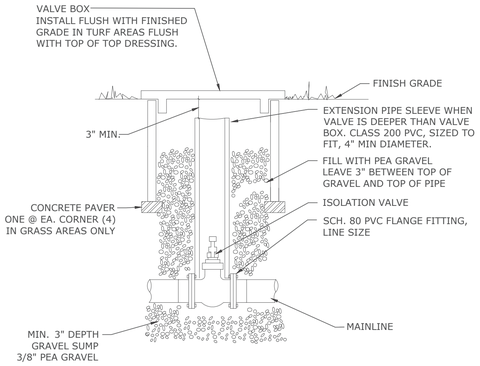
DRAWING 9 OF 12

LD-1

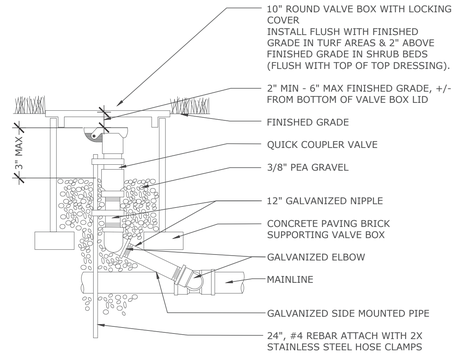


NOTES:
1. ONLY ONE AUTOMATIC VALVE PER VALVE BOX.
2. VALVE BOX TO REST ON CONCRETE PAVER BRICKS, NO PRESSURE TO BE PLACED ON MAINLINE OR LATERAL LINE.
3. PROVIDE 24" OF COILED WIRE SLACK IN VALVE BOX.
4. INSTALL LINE SURGE PROTECTION PER MANUFACTURERS SPECIFICATION.

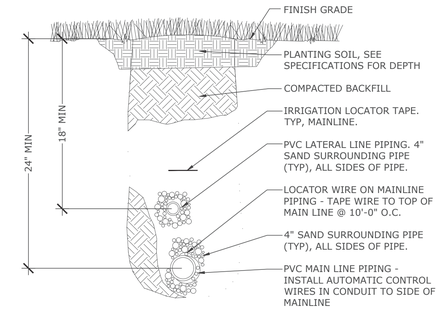
A CONTROL VALVE INSTALLATION SCALE = NTS



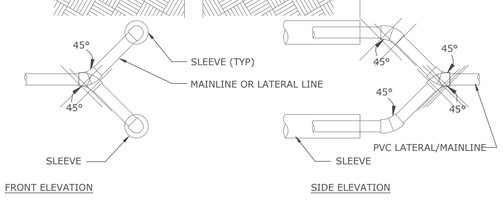
B ISOLATION VALVE - FLANGED SCALE = NTS



C QUICK COUPLER VALVE IN BOX SCALE = NTS

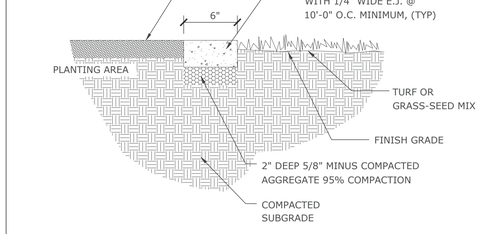


D IRRIGATION TRENCHING SCALE = NTS

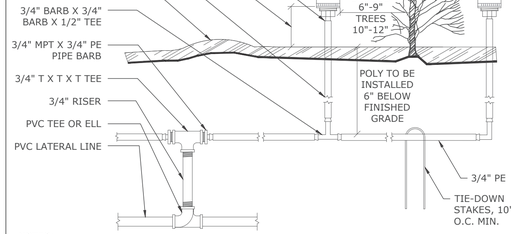


NOTES:
1. THERE SHALL NOT BE 90° JOINTS DIRECTING LATERALS AND MAINLINES INTO SLEEVES. MAXIMUM ANGLE SHALL BE 45°.

E SLEEVING UNDER HARDSCAPE SCALE = NTS

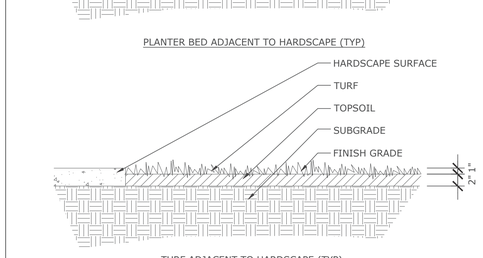


F 6" CONCRETE MOW CURB SCALE = NTS

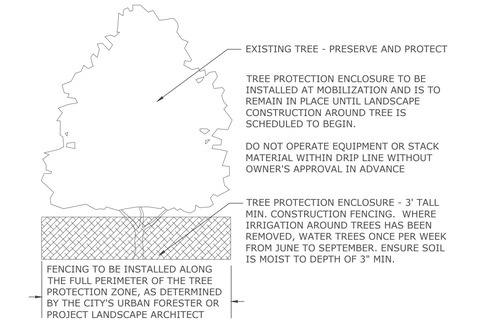


NOTES:
1. CONTRACTOR TO ADJUST SO THAT NO MORE THAN 20 BUBBLERS ARE LOCATED ON EACH SIDE OF EACH RISER.
2. SEE PLANS FOR BUBBLER NUMBER/SIZES.

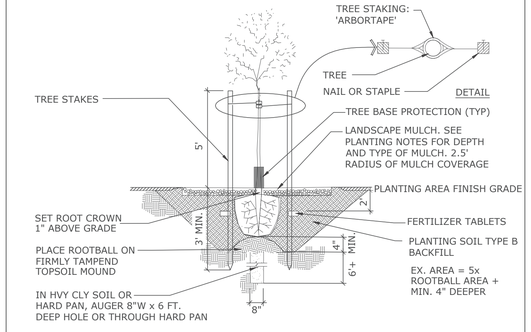
G BUBBLER ON RISER SCALE = NTS



H HARDSCAPE TRANSITIONS SCALE = NTS

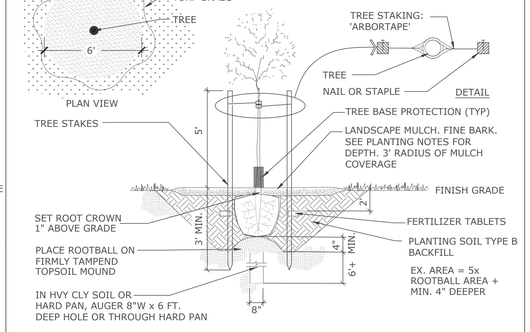


I TREE PROTECTION SCALE = NTS



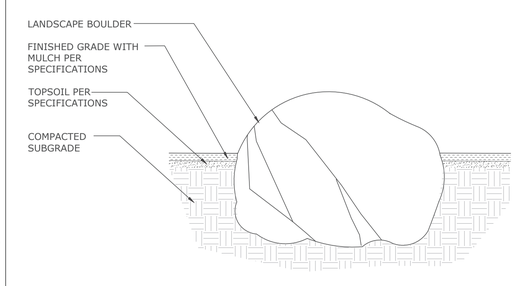
NOTES:
1. CUT AND REMOVE WIRE BASKET AFTER TREE IS IN PLANTING HOLE. REMOVE BURLAP AND TWINE FROM TOP AND SIDES OF ROOTBALL.
2. SEE SPECIFICATIONS FOR PLANTING AND FERTILIZER REQUIREMENTS.

J PLANTING AREA TREE PLANTING SCALE = NTS



NOTES:
1. CUT AND REMOVE WIRE BASKET AFTER TREE IS IN PLANTING HOLE. REMOVE BURLAP AND TWINE FROM TOP AND SIDES OF ROOTBALL.
2. SEE SPECIFICATIONS FOR PLANTING AND FERTILIZER REQUIREMENTS.

K TREE PLANTING IN TURF GRASS SCALE = NTS



NOTES:
1. BOULDERS TO BE PROVIDED BY OWNER.
2. BOULDERS TO BE SET PRIOR TO INSTALLATION OF TOPSOIL.
3. BOULDERS TO BE GENERALLY ROUND.
3. BURY BOULDERS 1/3 TO 1/2 OF SIZE. STABILIZE BOULDERS AS NECESSARY. BOULDERS SHALL BE SOLID WITH NO MOVEMENT.

SCALE = NTS

L LANDSCAPE BOULDER PLACEMENT SCALE = NTS

Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

© 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
MICHAEL W. TERRELL
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

DETAILS

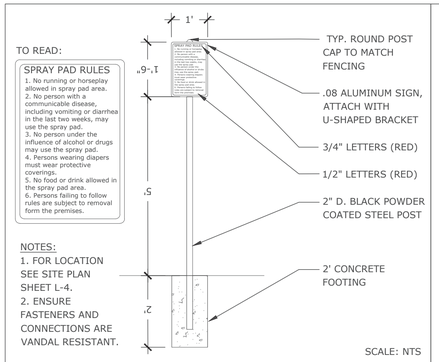
REVISION	DATE
1	
2	
3	
4	

JOB NUMBER: 22-100A
DATE: 5/1/24
DRAWN BY: SLH
CHECKED BY: MDT

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

DRAWING 10 OF 12

LD-2



TO READ:

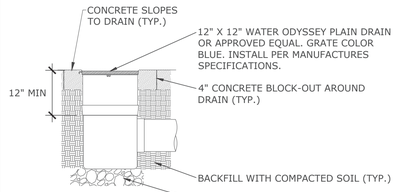
SPRAY PAD RULES

1. No running or horseplay allowed in spray pad area.
2. No person with a communicable disease, including vomiting or diarrhea in the last two weeks, may use the spray pad.
3. No person under the influence of alcohol or drugs may use the spray pad.
4. Persons wearing diapers must wear protective coverings.
5. No food or drink allowed in the spray pad area.
6. Persons failing to follow rules are subject to removal form the premises.

NOTES:
1. FOR LOCATION SEE SITE PLAN SHEET L-4.
2. ENSURE FASTENERS AND CONNECTIONS ARE VANDAL RESISTANT.

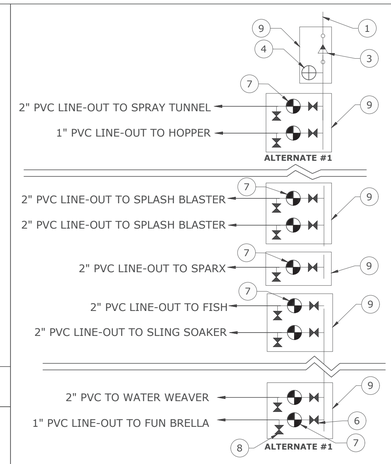
SCALE: NTS

A SPLASH PAD RULES SIGN, BASE BID



B DRAIN INLET, BASE BID

SCALE: NTS

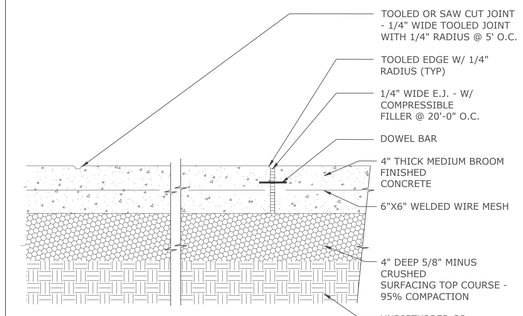


VALVE BOX CALLOUTS

1	2" SUPPLY LINE-IN FROM POTABLE WATER SOURCE. SEE SHEET L-3.
2	1" FEBCO 850 DOUBLE CHECK ASSEMBLY.
3	1" PRESSURE REGULATING VALVE. INSTALL UNION FITTINGS BEFORE AND AFTER (TYP.). 10 TO 35 PSI ADJUSTABLE.
4	1" RAINBIRD QUICK COUPLER MODEL 44RC.
5	1.5" SCH 40 PVC.
6	1" BALL VALVE (TYP.).
7	RAINBIRD 1" 100-EFB-CP-PRS-D VALVE. INSTALL UNION FITTINGS BEFORE AND AFTER (TYP.). SEE THIS SHEET, DETAIL D.
8	DRAIN VALVE 3/4" BALL VALVE (TYP).
9	HEAVY DUTY VALVE BOX WITH LOCKING LID (TYP). SIZE AS NEEDED. SUBMIT FOR APPROVAL.

NOTES:
1. ALL PIPE BETWEEN VALVES AND SPLASH PAD ELEMENTS TO BE CLASS 200 WITH SCHEDULE 40 FITTINGS

C MANIFOLD CONFIGURATION



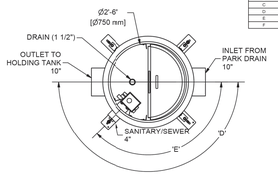
NOTES:
1. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

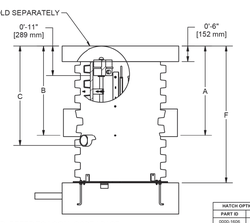
D DIVERTER STRAINER SYSTEM, BASE BID

SCALE: NTS

DIVERTER STRAINER SYSTEM 30IN ID 0010-4666

DIMENSION	VALUE (in.)
A	34
B	34
C	36
D	180°
E	130°
F	52





INCLUDES:
-ACTUATOR VALVE
-STRAINER BASKET
-MOUNTING FRAME

FOOTING BY OTHER, REFER TO LOCAL CODE / BASE
DE BÉTON PAR D'AUTRES, SE RÉFÉRER AU CODE LOCAL

HATCH OPTIONS (SOLD SEPARATELY)	
PART ID	DESCRIPTION
0000-1606	HATCH PEDESTRIAN RATED
0000-2466	HATCH H20 RATED

RECOMMENDED SPRAY AREA / ZONE D'ASPERSION POTENTIELLE			FLOW RATE / DÉBIT D'EAU		COMPONENT INCLUDES: (IF REQUIRED) / INCLUS AVEC LE JEU (SI REQUIRE)	INITIAL:
R (R/mm)	L (R/mm)	W (R/mm)	GPM/LPM	PSI/kPa	-SERVICE TOOLS / OUTILS -SPRAY NOZZLES / BUSES DE PERFORMANCE	DRAWING #: 0010-4666 SHEET: 1 OF: 1
-in	-in	-in	-in	-in		
NOZZLES / BUSES			UNITS: N/A		DIMENSIONAL ACCURACY / PRÉCISION DIMENSIONELLE +/- 1" [25mm]	

ALL PLANS AND DESIGNS AT ALL TIMES REMAIN THE PROPERTY OF THE WATERPLAY AND CANNOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION.

TOUS LES PLANS ET DESSINS QUE WATERPLAY peut FOURNIR DEMEURENT EN TOUT TEMPS LA PROPRIÉTÉ DE WATERPLAY ET NE PEUVENT ÊTRE UTILISÉS OU REPRODUITS SANS AVOIR UNE PERMISSION ÉCRITE DE LEUR PART.

Applies to the COMPONENT WRITTEN SPECIFICATION DOCUMENT FOR COMPLETE PRODUCT SPECIFICATION. Waterplay reserves the right to change this specification without notice.

SE RÉFÉRER AU DOCUMENT DE SPÉCIFICATION ÉCRIT DES COMPOSANTES POUR LA SPÉCIFICATION COMPLÈTE DU PRODUIT DE CHANGER CES DERNIÈRES SANS PRÉAVIS.

300 CROWLEY AVE.
KELOWNA, BRITISH COLUMBIA
V1Y 1L7 CANADA
P. 250.712.0982
F. 250.861.4814
E. design@waterplay.com
W. waterplay.com

SCALE: NTS

E DRAIN OUTLET, BASE BID

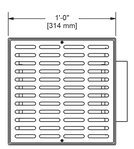
SCALE: NTS

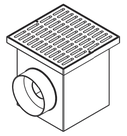
DRAIN SQUARE 6IN OUTLET DRA-00007

LIST OF MATERIALS / LISTE DE MATÉRIAUX (IF / SI APPLICABLE)	
BASE MATERIAL / MATÉRIEL	POLYPROPYLENE / POLYPROPYLÈNE
GRATE / GRILLE	HDPE / PEHD

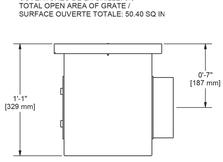
AVAILABLE VERSIONS / VERSIONS DISPONIBLES			
SKU	OUTLET / SORTIE (in.)	CAPACITY / CAPACITÉ (GPM/LPM)	GRATE COLOR / GRILLE COULEUR
DRA-00007	6	150/568	GREY

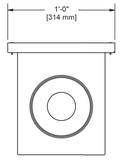
FLOW CAPACITY BASED ON 6" DRAIN PIPE AT 2% SLOPE / CAPACITÉ DU DRAIN BASE SUR UN TUYAU D'ÉCOULEMENT DE 6" SUR UNE PENTE DE 2%





DRAIN GRATE OPENINGS / OUVERTURES DE LA GRILLE: 3/8"
TOTAL OPEN AREA OF GRATE / SURFACE OUVERTE TOTALE: 50.40 SQ IN





FOOTING BY OTHER, REFER TO LOCAL CODE / BASE
DE BÉTON PAR D'AUTRES, SE RÉFÉRER AU CODE LOCAL

RECOMMENDED SPRAY AREA / ZONE D'ASPERSION POTENTIELLE			FLOW RATE / DÉBIT D'EAU		COMPONENT INCLUDES: (IF REQUIRED) / INCLUS AVEC LE JEU (SI REQUIRE)	INITIAL:
R (R/mm)	L (R/mm)	W (R/mm)	GPM/LPM	PSI/kPa	-SERVICE TOOLS / OUTILS -SPRAY NOZZLES / BUSES DE PERFORMANCE	DRAWING #: DRA-00007 SHEET: 1 OF: 1
-in	-in	-in	-in	-in		
NOZZLES / BUSES			UNITS: E.T.Smass		DIMENSIONAL ACCURACY / PRÉCISION DIMENSIONELLE +/- 1" [25mm]	

ALL PLANS AND DESIGNS AT ALL TIMES REMAIN THE PROPERTY OF THE WATERPLAY AND CANNOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION.

TOUS LES PLANS ET DESSINS QUE WATERPLAY peut FOURNIR DEMEURENT EN TOUT TEMPS LA PROPRIÉTÉ DE WATERPLAY ET NE PEUVENT ÊTRE UTILISÉS OU REPRODUITS SANS AVOIR UNE PERMISSION ÉCRITE DE LEUR PART.

Applies to the COMPONENT WRITTEN SPECIFICATION DOCUMENT FOR COMPLETE PRODUCT SPECIFICATION. Waterplay reserves the right to change this specification without notice.

SE RÉFÉRER AU DOCUMENT DE SPÉCIFICATION ÉCRIT DES COMPOSANTES POUR LA SPÉCIFICATION COMPLÈTE DU PRODUIT DE CHANGER CES DERNIÈRES SANS PRÉAVIS.

300 CROWLEY AVE.
KELOWNA, BRITISH COLUMBIA
V1Y 1L7 CANADA
P. 250.712.0982
F. 250.861.4814
E. design@waterplay.com
W. waterplay.com

F CAST-IN-PLACE CONCRETE

SCALE = NTS



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

© 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
MICHAEL D. TERRELL
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

SPLASH PAD DETAILS

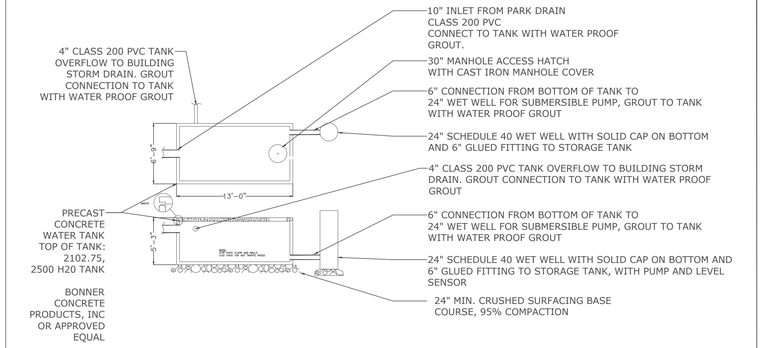
REVISION	DATE
1	
2	
3	
4	

JOB NUMBER: 22-100A
DATE: 5/1/24
DRAWN BY: SLH
CHECKED BY: MDT

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

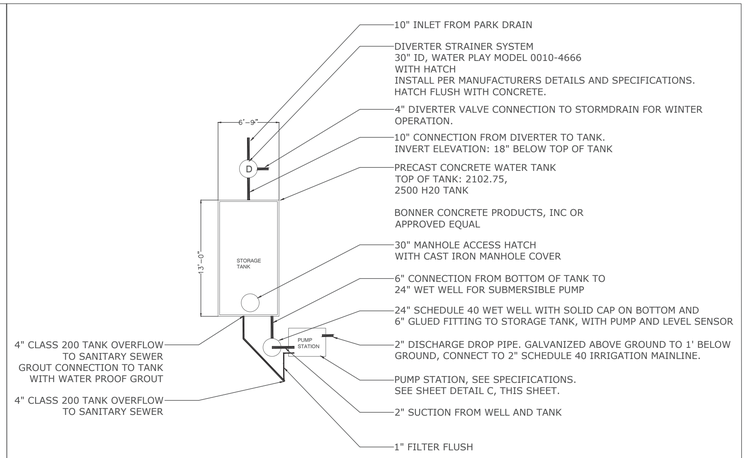
DRAWING 11 OF 12

LD-3



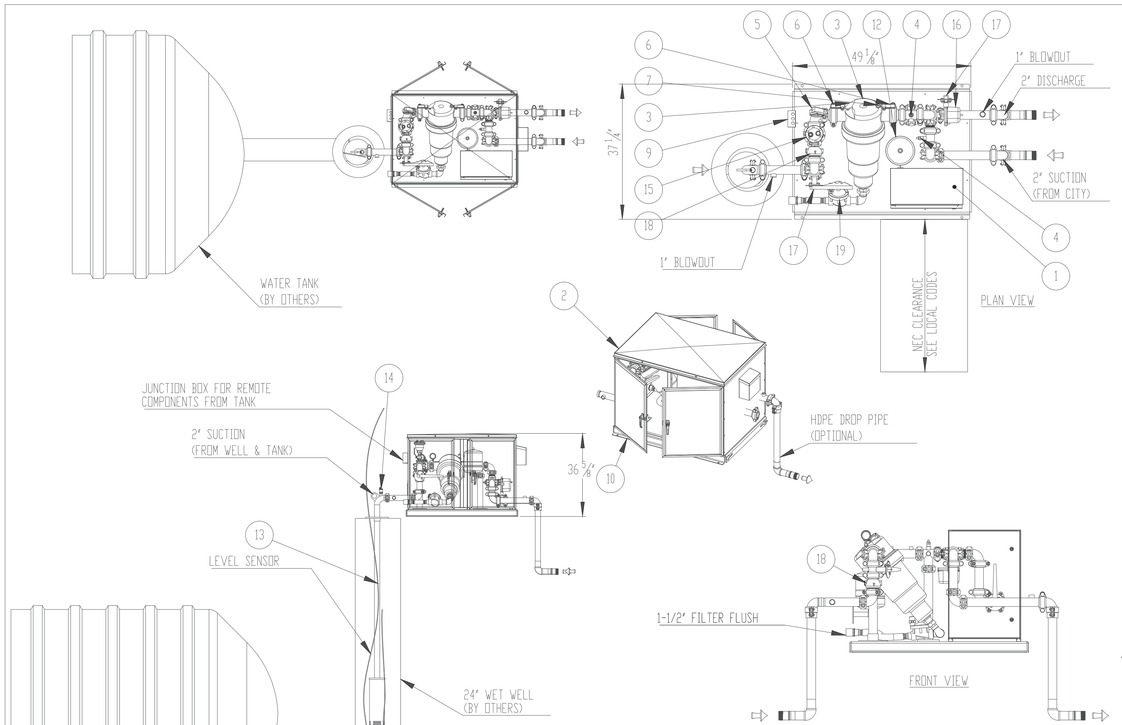
A TANK DETAIL - ALT #2

SCALE: NTS



SCALE: NTS

B TANK AND PUMP STATION PUMP PLAN VIEW - ALT #2



ITEM NO.	DESCRIPTION	Size	QTY.
1	CONTROL PANEL		1
2	ENCLOSURE, MARINE GRADE ALUMINUM	48"x33"x32"	1
3	FILTER, VAF200, 300 MICRON SCREEN	3"	1
4	FLOW SWITCH	1/2"	2
5	PRESSURE DIFFERENTIAL GAUGE & SWITCH	0-15 PSI	1
6	PRESSURE GAUGE, 160PSI	2-1/2"	2
7	PRESSURE TRANSDUCER, 200PSI	1/4"	1
8	PUMP, SUBMERSIBLE		1
9	JUNCTION BOX		1
10	SKID, BENT	48"X33"	1
11	SWITCH, FLOAT, 2901		2
12	TANK, PRESSURE	2 GAL	1
13	TRANSMITTER, LEVEL, GLT500		2
14	VALVE, AIR RELIEF, FV-4	1/2"	1
15	VALVE, AIR RELIEF	3/4"	1
16	VALVE, BALL, 3 WAY, H31DFXR4A	2"	1
17	VALVE, BUTTERFLY, GROOVE, LEVER	2"	2
18	VALVE, CHECK, GROOVED	2"	1
19	VALVE, SOLENOID (LAKE SCREEN SUPPLY)	1-1/2"	1

NON-POTABLE

PRECISION PUMPING SYSTEMS
6515 BUSINESS WAY
BOISE, IDAHO 83716
208-323-5300
www.gopps.us

REV.	DESCRIPTION	DATE	APVD
	REVISIONS		

MATERIAL
Piping: SS 304, STAINLESS STEEL
Skid: GALVANIZED,

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL: ±1/8"
ONE PLACE DECIMAL: ±.10
TWO PLACE DECIMAL: ±.05
DO NOT SCALE DRAWING

SALESMAN:

DRAWN: ACL | DATE: 2/21/2024

TITLE: WATER HARVESTING PUMP STATION
PROJECT: VIRGO
LEVEL: 90% Build
PART NO: 1S-2-NJ-NF-FS-NI-NP
JOB: | SIZE: B | SCALE: NTS | SHEET: 1 OF 1 | REV: DEFAULT

C IRRIGATION BOOSTER STATION - ALT #2

SCALE: NTS

Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

© 2024
Michael Terrell - Landscape Architecture, PLLC
This drawing may not be reproduced in any form without written permission. All rights and title to these drawings, including but not limited to the design are retained.

LANDSCAPE ARCHITECT'S SEAL

REGISTERED LANDSCAPE ARCHITECT NO. 234
MICHAEL D. TERRELL
STATE OF IDAHO

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
2016 PINE ST | SANDPOINT, ID
CITY OF SANDPOINT

ALTERNATE DETAILS

REVISION	DATE
1	
2	
3	
4	

JOB NUMBER: 22-100A
DATE: 5/1/24
DRAWN BY: SLH
CHECKED BY: MDT

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

DRAWING 12 OF 12

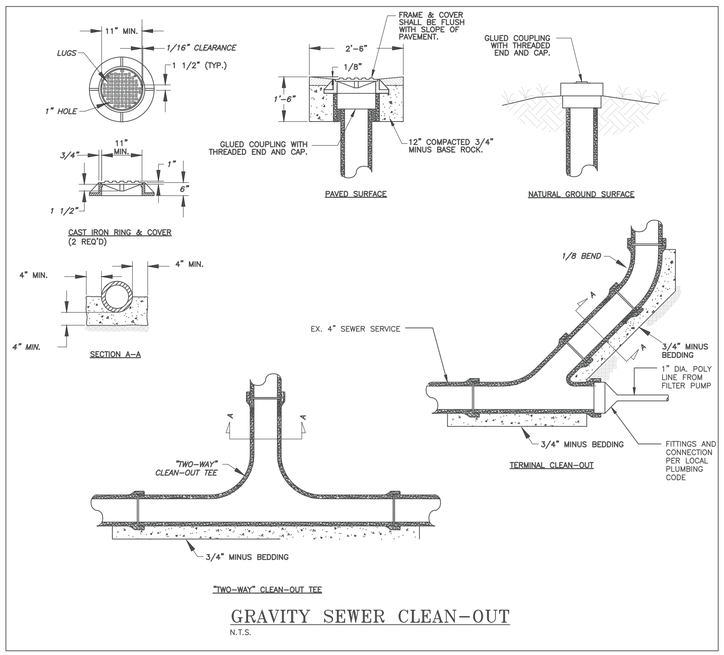
LD-4

SANITARY SEWER NOTES:

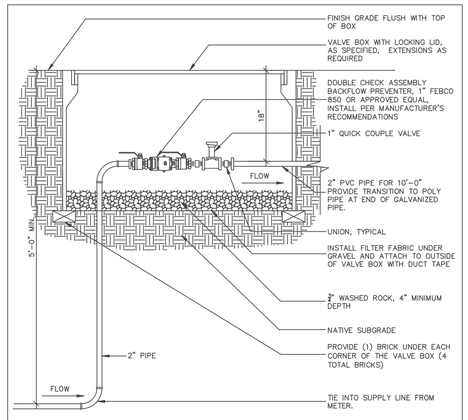
1. GRAVITY SANITARY SEWER SERVICES SHALL BE PVC, ASTM D3034, SDR35 WITH FLEXIBLE GASKETED JOINTS.
2. NON–POTABLE MAINS ARE PROHIBITED FROM BEING LOCATED IN THE SAME TRENCH AS POTABLE MAINS.
3. ALL SURFACE FEATURES OF THE WATER, SEWER AND STORM SYSTEMS (VALVE LIDS, MANHOLE LIDS, VAULTS, ETC.) TO BE CLEARLY MARKED "WATER", "SEWER" OR "STORM".
4. ALL VALVES, VAULTS, MANHOLES, METER BOXES, ETC. WHICH ARE LOCATED WITHIN PAVED AREAS SHALL BE CAPABLE OF HS–20 VEHICLE LOADING.
5. ALL SEWER MAINS SHALL BE FIELD STAKED FOR GRADES AND ALIGNMENT BY A LICENSED ENGINEERING OR SURVEYING FIRM QUALIFIED TO PERFORM SUCH WORK.
6. THE CONTRACTOR MUST SECURE APPROVAL FROM THE UTILITY PURVEYOR'S ENGINEERING INSPECTOR PRIOR TO BACKFILL OVER SEWER TEES AND LATERALS.
7. ALL SEWER MAINS AND SEWER LATERALS SHALL BE PLACED, INSPECTED, TESTED AND APPROVED BY THE UTILITY PURVEYOR PRIOR TO PAVING.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF ANY DEBRIS WITHIN NEWLY CONSTRUCTED PIPES, OR THEIR CONNECTIONS TO EXISTING SYSTEMS. ALL LINES AND MANHOLES SHALL BE CLEANED AND INSPECTED PRIOR TO PAVING. HYDRANT FLUSHING OF SEWERS IS NOT AN ACCEPTABLE MEANS OF CLEANING.
9. GRAVITY SEWER SERVICE LATERALS SHALL HAVE 2.0% MINIMUM SLOPE AND 3.5' MINIMUM COVER AT THE LATERAL END.
10. ALL SEWER MAINS AND SERVICE LINES SHALL BE LOCATED TO MEET STATE SEPARATION REQUIREMENTS.

WATER SYSTEM NOTES:

1. ALL WORK MUST MEET THE STANDARDS OF THE CURRENT EDITION OF THE ISPWC.
2. ALL FITTINGS 2" AND SMALLER WILL BE BRASS. THE USE OF GALVANIZED FITTINGS IS STRICTLY PROHIBITED.
3. NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE WITHOUT FIRST OBTAINING APPROVAL FROM THE PUBLIC WORKS DEPARTMENT.
4. ALL FITTINGS OR APPURTENANCES REMOVED FROM THE PUBLIC WORKS DEPARTMENT WATER LINES SHALL BE RETURNED BY THE CONTRACTOR TO THE PUBLIC WORKS DEPARTMENT UNLESS OTHERWISE SPECIFIED BY THE CONTRACT DOCUMENTS.
5. ALL WATER MAINS AND SERVICES SHALL BE INSTALLED WITH CONTINUOUS TRACER WIRE AND PLASTIC MARKER TAPE. TRACER WIRE SHALL BE TESTED PRIOR TO SUB–GRADE APPROVAL.
6. NON–POTABLE MAINS ARE PROHIBITED FROM BEING LOCATED IN THE SAME TRENCH AS POTABLE MAINS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATER MAIN PRESSURE TESTING, FLUSHING AND DISINFECTING IN ACCORDANCE WITH THE PROVISIONS OF THE ISPWC AND UTILITY PURVEYOR.
8. ALL WATER MAIN VALVES AND VALVE BOXES, FIRE HYDRANTS, SERVICES, AND APPURTENANCES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING.
9. ALL SURFACE FEATURES OF THE WATER AND SEWER SYSTEMS (VALVE LIDS, MANHOLE LIDS, VAULTS, ETC.) TO BE CLEARLY MARKED "WATER", "SEWER" OR "STORM".
10. ALL VALVES, VAULTS, MANHOLES, METER BOXES, ETC. WHICH ARE LOCATED WITHIN PAVED AREAS SHALL BE CAPABLE OF HS–20 VEHICLE LOADING.
11. LAY PIPE AT UNIFORM GRADE TO AVOID HIGH/LOW POINTS.
10. ALL SEWER MAINS AND SERVICE LINES SHALL BE LOCATED TO MEET STATE SEPARATION REQUIREMENTS.
11. WATER LINES CROSSING SEWER LINES SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE SEWER AND THE BOTTOM OF THE SEWER WITH THE SEWER LINE BELOW THE WATER LINE. IF THIS CANNOT BE ACHIEVED, THE SEWER LINE MUST BE ENCASED 10 FEET ON EITHER SIDE OF CROSSING WITH A CONTINUOUS 20 FOOT LENGTH OF C900 PVC PIPE.



GRAVITY SEWER CLEAN–OUT
N.T.S.



NOTES:
1. INSTALL PER LOCAL MUNICIPALITY REQUIREMENTS. PROVIDE INITIAL TESTING.
2. INSTALL DOUBLE CHECK ASSEMBLY/BACKFLOW PREVENTOR USING UNION FITTINGS.
3. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
4. PROVIDE SUPPORT PER MANUFACTURERS RECOMMENDATIONS.
5. BACKFLOW PREVENTOR TO BE TESTED & APPROVED PRIOR TO SYSTEM ACCEPTANCE.

DOUBLE CHECK VALVE ASSEMBLY
BACKFLOW DETAIL
N.T.S.

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE MOST CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) AND AS AMENDED, SUPPLEMENTED OR MODIFIED THEREIN.
2. NO GUARANTEE IS MADE OR IMPLIED THAT ALL EXISTING UTILITIES ARE SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF ALL UTILITIES AND UNDERGROUND PIPING. THE CONTRACTOR SHALL CALL THE UTILITY ONE CALL (811) AT LEAST 48 HOURS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
3. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK NEAR ANY FACILITIES AND SHALL COORDINATE THEIR WORK WITH COMPANY REPRESENTATIVES.
4. IN THE EVENT THAT ANY UNFORESEEN CONDITIONS NOT COVERED BY THESE CONSTRUCTION DOCUMENTS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY.
5. THE CONTRACTOR SHALL HAVE AN APPROVED SET OF CONSTRUCTION PLANS ON SITE AT ALL TIMES DURING CONSTRUCTION. NO REVISIONS SHALL BE MADE TO THE PLANS WITHOUT THE APPROVAL OF THE CITY. AS–BUILTS SHALL BE SUBMITTED TO THE CITY AT THE COMPLETION OF THE PROJECT.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH OSHA SAFETY STANDARDS AND REQUIREMENTS.
7. EXISTING PROPERTY CORNERS OR SURVEY MONUMENTS SHALL BE PROTECTED DURING THE COURSE OF CONSTRUCTION. ANY DAMAGED OR OBLITERATED CORNERS OR MONUMENTS SHALL BE RE–ESTABLISHED AT THE CONTRACTORS EXPENSE BY A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF IDAHO, PRIOR TO FINAL ACCEPTANCE.
8. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC AND PRIVATE PROPERTY IN A CLEAN, SAFE AND USABLE CONDITION. ALL SOIL, ROCK, OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RETURNING ALL DISTURBED AREAS TO PRE–CONSTRUCTION CONDITIONS OR BETTER.
9. ALL UNDERGROUND UTILITIES AND CONDUITS SHALL BE INSTALLED BEFORE CONSTRUCTION OF CURBS, SIDEWALKS OR SURFACING OF STREETS.
10. LANDSCAPE SLEEVING: EARTHWORK CONTRACTOR SHALL PROVIDE SLEEVING AS REQUIRED UNDER SIDEWALKS, PATHS, CURBING, PAVING, AND OTHER HARD SURFACES AS NEEDED FOR IRRIGATION ACCESS. ALL SLEEVING SHALL BE 4" PVC WITH AT LEAST 12" OF COVER BELOW FINISHED GRADE. THE CONTRACTOR SHALL INSTALL SLEEVING BEFORE SIDEWALKS ARE INSTALLED.
11. CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING IRRIGATION SYSTEMS TO THE GREATEST EXTENT POSSIBLE AND REPLACE DAMAGED PORTIONS AT IRRIGATION SYSTEMS WHETHER DAMAGE OCCURS DURING CONSTRUCTION OR NOT.
12. DRY UTILITY CONDUIT: THE DRY UTILITY CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL ELECTRICAL AND DRY UTILITY CONDUIT NEEDS WITH THE CITY OF SANDPOINT.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, IN ACCORDANCE WITH THE M.U.T.C.D. CURRENT EDITION. TRAFFIC CONTROL PLANS SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE CITY OF SANDPOINT FOR APPROVAL. NO WORK SHALL TAKE PLACE UNTIL ALL APPROVED TRAFFIC CONTROL IS IN PLACE.
14. TOPOGRAPHICAL DATA PROVIDED BY OTHERS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION PRIOR TO BID. VAN HOUTEN CONSULTING & DESIGN TAKES NO RESPONSIBILITY FOR TOPOGRAPHICAL MISHAPS OR UNFORESEEN SUBSURFACE CONDITIONS.
15. THE PLANS ARE SCHEMATIC AND ARE NOT INTENDED TO DEPICT ALL DETAILS OF THE WORK REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE TO FAMILIARIZE THEMSELVES WITH ACTUAL SITE CONDITIONS, REQUIREMENTS, AND FACTORS AFFECTING THE WORK. WHERE LACK OF DETAIL OR CONFLICT EXISTS BETWEEN THESE AND OTHER PLANS, THE CONTRACTOR SHALL NOTIFY THE OWNER TO RESOLVE THE ISSUE PRIOR TO PROCEEDING. IF THE CONTRACTOR DISCOVERS ANY DISCREPANCIES BETWEEN THE PLANS AND EXISTING CONDITIONS ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER AND THE CITY OF SANDPOINT PUBLIC WORKS DEPARTMENT.
16. THE CONTRACTOR SHALL PROVIDE THE DESIGN ENGINEERS WITH AS–BUILT DRAWINGS PRIOR TO FINAL APPROVAL. ALL DEVIATIONS FROM THE ORIGINAL PLANS MADE DURING THE COURSE OF CONSTRUCTION, INCLUDING LOCATION, INVERTS, AND DEPTHS OF UTILITIES, SHALL BE CLEARLY MARKED ON THE AS–BUILT DRAWINGS. THE ENGINEER SHALL PROVIDE THE CITY ENGINEER WITH "RECORD DRAWINGS" AS REQUIRED.

STORMWATER & EROSION CONTROL NOTES:

1. ALL STORMWATER BMPS SHALL CONFORM TO IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) STORM WATER BEST MANAGEMENT PRACTICES CATALOG.
2. IN AREAS OUTSIDE THE LIMITS OF DISTURBANCE, RETAIN THE DUFF LAYER, NATIVE TOPSOIL, AND EXISTING VEGETATION IN AN UNDISTURBED STATE TO THE MAXIMUM EXTENT PRACTICAL.
3. INSPECT ALL ROADWAYS, AT THE END OF EACH DAY, ADJACENT TO THE CONSTRUCTION ACCESS ROUTE. IF IT IS EVIDENT THAT SEDIMENT HAS BEEN TRACKED OFF SITE AND/OR BEYOND THE ROADWAY APPROACH, CLEANING IS REQUIRED.
4. INSPECT SEDIMENT CONTROL BMPS WEEKLY AT A MINIMUM, DAILY DURING A STORM EVENT, AND AFTER ANY DISCHARGE FROM THE SITE (STORMWATER OR NON–STORMWATER). THE INSPECTION FREQUENCY MAY BE REDUCED TO ONCE A MONTH IF THE SITE IS STABILIZED AND INACTIVE.
5. CONTROL FUGITIVE DUST FROM CONSTRUCTION ACTIVITY IN ACCORDANCE WITH STATE AND/OR LOCAL AIR QUALITY CONTROL AUTHORITIES WITH JURISDICTION OVER THE PROJECT AREA.
6. PROTECT INLETS, DRYWELLS, CATCH BASINS, CULVERTS AND OTHER STORMWATER MANAGEMENT FACILITIES FROM SEDIMENT, WHETHER OR NOT FACILITIES ARE OPERABLE.
7. COORDINATE ANY STOCKPILING OF MATERIALS WITH THE CITY OF SANDPOINT PRIOR TO CONSTRUCTION.
8. NO AREAS DISTURBED BY CONSTRUCTION SHALL BE LEFT BARE. ALL PERVIOUS DISTURBED AREAS NOT OTHERWISE COVERED WITH ROCK, MULCH OR LANDSCAPING SHALL BE SEEDED.
9. AREAS RECEIVING SEED SHALL HAVE SOIL SUITABLE FOR VEGETATION GROWTH. IF THE FINISHED SURFACE CANNOT SUPPORT PLANT LIFE, TOPSOIL SHALL BE IMPORTED AND PLACED TO A SUFFICIENT DEPTH FOR PERMANENT REVEGETATION. SHOULD HYDROSEED FAIL TO TAKE ROOT DUE TO INSUFFICIENT SOIL PROFILE, CONTRACTOR SHALL RECTIFY THE PROBLEM BY PERMANENTLY ESTABLISHING VEGETATION AT THEIR OWN EXPENSE.
10. CONSTRUCTION SHALL BE CONSIDERED COMPLETE WHEN PERMANENT ESC CONTROLS, WHEN APPLICABLE, HAVE BEEN COMPLETELY INSTALLED; ALL LAND–DISTURBING ACTIVITIES THAT HAVE THE POTENTIAL TO CAUSE EROSION OR SEDIMENTATION PROBLEMS HAVE CEASED; AND, VEGETATION HAS BEEN ESTABLISHED IN THE AREAS NOTED AS REQUIRING VEGETATION ON THE ACCEPTED PLAN ON FILE WITH THE LOCAL JURISDICTION.
11. REMOVE TEMPORARY ESC BMPS WITHIN THIRTY DAYS AFTER THE TEMPORARY BMPS ARE NO LONGER NEEDED. PERMANENTLY STABILIZE AREAS THAT ARE DISTURBED DURING THE REMOVAL PROCESS.

GEOTECHNICAL NOTES:

1. CONTRACTOR SHALL FOLLOW THE RECOMMENDATIONS MADE IN THE GEOTECHNICAL REPORT PREPARED BY ALLWEST ON SEPTEMBER 8TH, 2022. THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT SHALL TAKE PRECEDENCE SHOULD ANY DISCREPANCIES EXIST BETWEEN IT AND THESE PLANS.
2. UNCONTROLLED FILL CONSISTING OF WOOD DEBRIS WAS ENCOUNTERED FROM 5 TO 10 FEET BELOW GROUND SURFACE DURING EXPLORATIONS.
3. GROUNDWATER WAS ENCOUNTERED 7 TO 8 FEET BELOW GROUND SURFACE DURING EXPLORATIONS. CONDITIONS MAY DIFFER DURING CONSTRUCTION. THE CONTRACTOR SHALL CONSULT WITH THE CITY AND LICENSED GEOTECHNICAL ENGINEER IF GROUNDWATER IS ENCOUNTERED.
4. CONTRACTOR SHALL OVER EXCAVATE ALL UNDOCUMENTED AND UNCONTROLLED FILL PRIOR TO COMPACTING SUBGRADE.
5. OVER EXCAVATION AND FINAL SUBGRADE PREPARATION SHALL BE EVALUATED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER. THE GEOTECHNICAL ENGINEER MUST BE PRESENT DURING EXCAVATION TO DETERMINE SUITABILITY OF UNCONTROLLED FILL AND LIMITS OF REMOVAL AND REPROCESSING.
6. THE SUBGRADE SHOULD BE MOISTURE CONDITIONED TO WITHIN TWO PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT FOR COMPACTION. THE SUBGRADE SHOULD THEN BE COMPACTED TO A FIRM AND UNYIELDING CONDITION.
7. ON–SITE SOILS ARE UNSUITABLE FOR USE AS STRUCTURAL FILL. SELECT STRUCTURAL FILL WILL NEED TO BE IMPORTED TO THE SITE. IMPORT MATERIALS SHALL BE APPROVED BY A LICENSED GEOTECHNICAL ENGINEER, PRIOR TO DELIVERY TO THE SITE. SEE ALLWEST REPORT, TABLE 1, FOR STRUCTURAL FILL CRITERIA.

GRADING & PAVING NOTES:

1. ASPHALT PAVEMENT SURFACE COURSE SHALL CONFORM TO ISPWC REQUIREMENTS OR BETTER.
2. CONCRETE PAVEMENT SHALL COMPLY WITH ISPWC AND ACI 301 REQUIREMENTS FOR MEASURING, MIXING, TRANSPORTING AND PLACING CEMENT CONCRETE PAVEMENT.
3. SUBMIT PAVEMENT MIX DESIGN, SUBBASE AND AGGREGATE BASE COURSE INFORMATION FOR ENGINEER APPROVAL PRIOR TO ORDERING THESE MATERIALS.
4. CONTRACTOR SHALL CHECK EXPOSED SUBGRADES AND BASE SURFACES FOR COMPLIANCE WITH REQUIREMENTS FOR DIMENSIONAL, GRADING, AND ELEVATION TOLERANCES; PREVENT SURFACE WATER AND GROUNDWATER FROM ENTERING EXCAVATIONS, FROM PONDING ON PREPARED SUBGRADES AND BASE SURFACES AND FROM FLOODING PROJECT SITE OR SURROUNDING AREA; AND SHALL PROTECT SUBGRADES AND BASE SURFACES FROM SOFTENING, UNDERMINING, WASHOUT, DAMAGE BY RAIN OR WATER ACCUMULATION AND AGAINST FREEZING TEMPERATURES AND FROST.
5. STRUCTURAL FILL SHOULD BE PLACED IN SIX–INCH–THICK LOOSE LIFTS AT NEAR OPTIMUM MOISTURE CONTENT AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D–1557 (MODIFIED PROCTOR). STRUCTURAL FILL SHALL BE FREE OF ORGANIC MATTER, FROZEN SOIL AND DELETERIOUS DEBRIS.
6. BALLAST AND BASE COURSE MATERIAL SHALL MEET THE CRITERIA SET FORTH IN THE REQUIREMENTS OF ISPWC.
7. THE UPPER 12" OF SUBGRADE, BALLAST AND BASE COURSE SHALL BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D–1557 (MODIFIED PROCTOR). ASPHALT PAVEMENT SHALL BE COMPACTED TO A MINIMUM OF 92% OF RICE'S THEORETICAL DENSITY.
8. PAVING SHALL NOT OCCUR UNTIL ALL UNDERLYING UTILITIES HAVE BEEN TESTED AND APPROVED.
9. A REPRESENTATIVE OF THE ENGINEER–OF–RECORD SHALL CONDUCT COMPACTION TESTING AFTER CONSTRUCTION OF EACH COURSE OF MATERIAL IS COMPLETED.
10. THE CONTRACTOR SHALL GIVE THE ENGINEER WRITTEN 48 HOUR NOTIFICATION PRIOR TO ALL REQUIRED CONSTRUCTION STAKING, OBSERVATION AND TESTING.
11. STRIP ALL TOPSOIL AND UNDOCUMENTED/UNCONTROLLED FILL PRIOR TO COMPACTING SUBGRADE. SUBGRADE SHALL BE FREE OF ORGANIC MATTER, FROZEN SOIL AND DELETERIOUS DEBRIS.
12. ALL FINISHED GRADING ELEVATIONS SHALL MATCH EXISTING ELEVATIONS AT THE SITES BOUNDARY, EXCEPT AS SHOWN OTHERWISE ON THE GRADING PLAN. WHERE CONFLICTS EXIST, THE CONTRACTOR SHALL NOTIFY THE OWNER TO RESOLVE THE ISSUE PRIOR TO PROCEEDING.
13. THE CONTRACTOR SHALL REMOVE ALL WASTE MATERIAL.
14. FORM AND SUBGRADE INSPECTION BY THE INSPECTOR IS REQUIRED BEFORE POURING CONCRETE. FORTY–EIGHT HOURS NOTICE IS REQUIRED FOR FORM INSPECTION.
15. RIM ELEVATIONS OF UTILITY AND DRAINAGE STRUCTURES SHALL BE INSTALLED SO THAT RIMS MAY BE ADJUSTED ±0.5' TO MATCH FINISHED GRADE.
16. LAYOUT CURB AND SIDEWALK BEFORE SETTING VALVE BOXES AND UTILITY APPURTENANCES TO ENSURE THERE IS NO CONFLICT BETWEEN STRUCTURES AND HARD SURFACES.

811 Know what's below. Call before you dig.

VAN HOUTEN CONSULTING & DESIGN, LLC
Consulting & Design
(208) 930–4000
MERLE@VANHOUTENCD.COM
401 E. SHERMAN AVE. STE. #211
COEUR D'ALENE, ID 83814
WWW.VANHOUTENCD.COM

PROFESSIONAL ENGINEER 12523 STATE OF IDAHO MERLE J. VAN HOUTEN 5/1/2024

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
GENERAL NOTES AND DETAILS
SANDPOINT, IDAHO

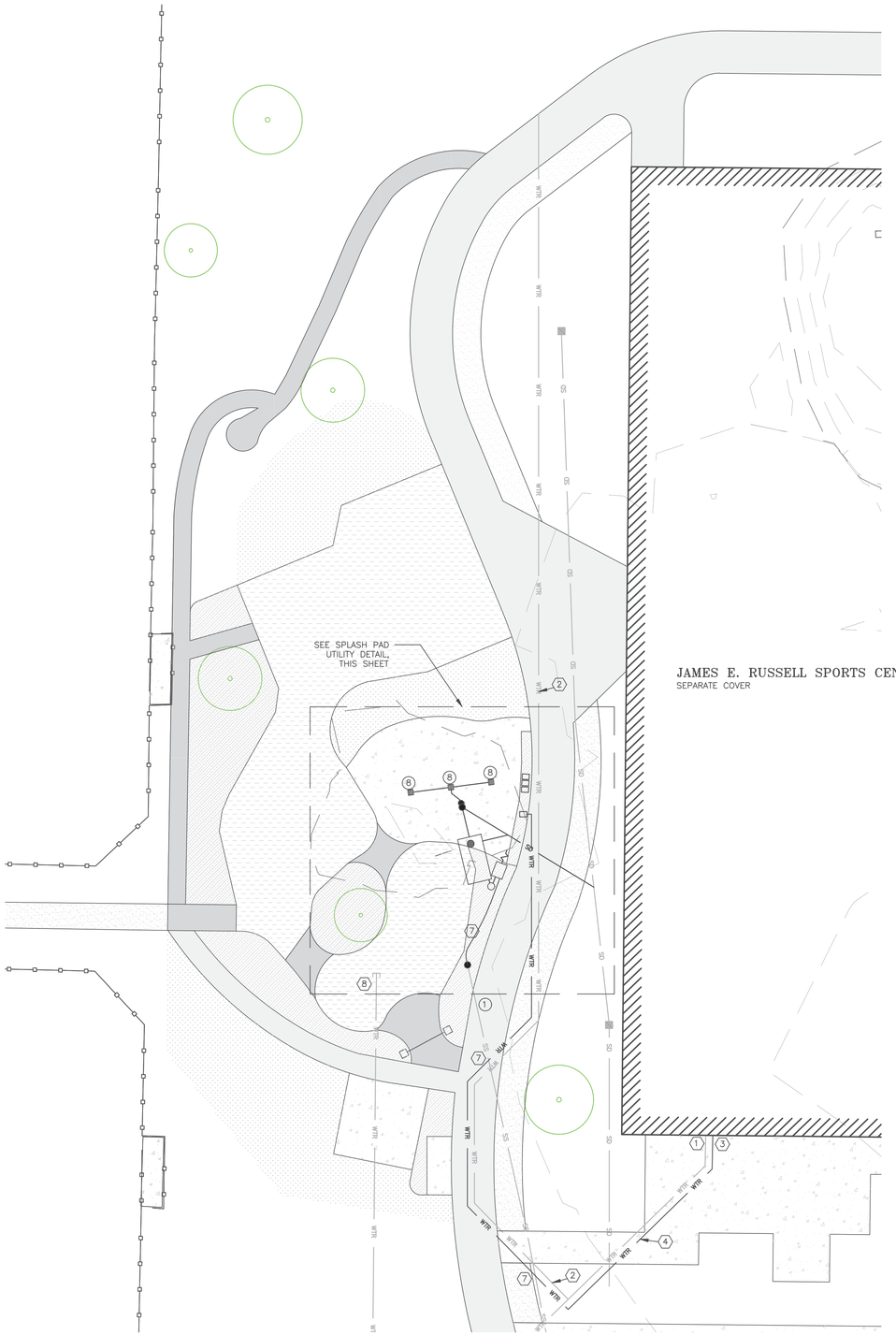
REVISIONS

NO.	DATE	DESCRIPTION	BY

DATE: 5/1/2024
PROJECT #23–043D
PARCEL #RP50000021402A
DRAWN: IAH
CHECKED: MVH
PATH: _PROJECTS\2023\23–043D – Travers Park\DESIGN\CIVIL\DWG\PRODUCTION DRAWINGS

C0.1
SHEET 1 OF 3

UNAUTHORIZED REPRODUCTION OR TRANSLATION OF ANY PART OF THIS WORK WITHOUT THE WRITTEN PERMISSION OF VAN HOUTEN CONSULTING AND DESIGN, LLC IS STRICTLY PROHIBITED.



WATER REFERENCE NOTES

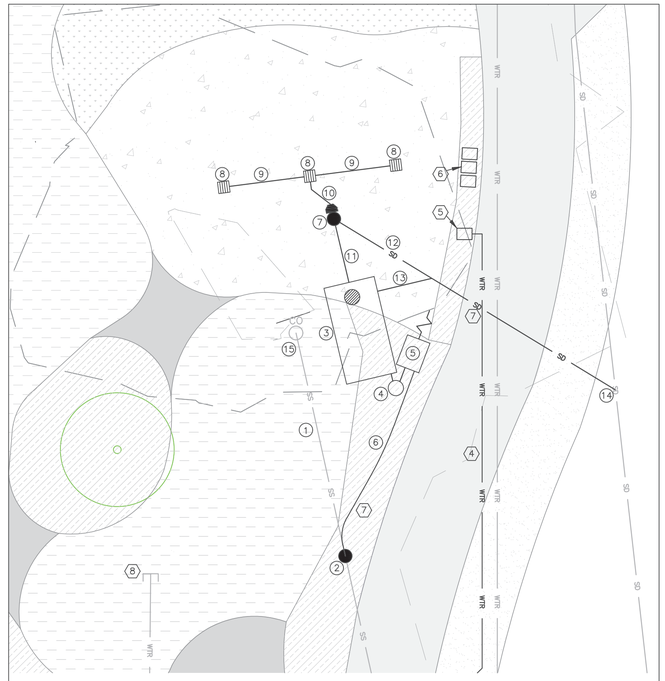
1. WATER SUPPLY TO TENNIS FACILITY, SEE TRAVERS PARK RECREATION CENTER STORMWATER AND UTILITY PLANS, SEPARATE COVER, BY OTHERS.
2. 8" C900 FIRE SERVICE. SEE TRAVERS PARK RECREATION CENTER STORMWATER AND UTILITY PLANS, SEPARATE COVER, BY OTHERS.
3. 1½" WATER SERVICE CONNECTION FROM TENNIS FACILITY TO SPLASH PAD. SEE TRAVERS PARK RECREATION CENTER PLUMBING PLANS, SEPARATE COVER, BY OTHERS.
4. SPLASH PAD WATER SERVICE LINE
   240LF OF CLASS 200 PSI 1½" POLYETHELYNE DOMESTIC WATER SERVICE PER CITY OF SANDPOINT WATER DEPARTMENT AND ISPWC STANDARDS. INSTALL IN SHARED TRENCH WITH OTHER WATER PIPES. COORDINATE INSTALLATION WITH TENNIS FACILITY CONSTRUCTION. MAINTAIN 5.0' MIN. BURY DEPTH.
5. 1½" SUPPLY TO 1" DOUBLE CHECK VALVE ASSEMBLY. SEE DCVA DETAIL, SHEET C0.1.
6. SPLASH PAD MANIFOLD CONFIGURATION.
   SEE SHEET LD-3, DETAIL C
7. WATER PIPE CROSSES NON-POTABLE PIPE MAINTAIN MINIMUM SEPARATION.
8. EX. WATER LINE DISCONNECTED FROM DEMOLISHED RESTROOM BUILDING. DO NOT CONNECT. ABANDON IN PLACE.

DRAINAGE REFERENCE NOTES

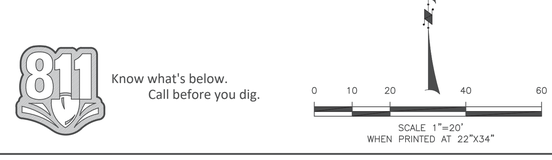
1. EXISTING SEWER SERVICE LINE. 4" TYPE 3034 SDR @ 3.0%±
   TOP OF PIPE IS ELEVATION 2103.64 AT 15' SOUTH OF EXISTING BATHROOMS. CONTRACTOR SHALL FIELD VERIFY SIZE, DEPTH, AND INTEGRITY PRIOR TO CONSTRUCTION.
2. INSTALL 4" CLEAN-OUT ON EXISTING SEWER SERVICE AT NEW CONNECTION POINT.
   INV. ELEV: 2103.13±
   SEE DETAIL, SHEET C0.1
3. IRRIGATION SYSTEM STORAGE TANK
   2,500 GALLON BONNER CONCRETE PRODUCTS MODEL #BCP402 OR APPROVED EQUAL.
   RIM ELEV: 2104.50
   TOP OF TANK ELEV: 2102.75
   INV. IN (10"): 2101.00
   INV. OUT (4" OVERFLOW): 2100.67
   INV. OUT (6" WET WELL): 2097.95
   BOTTOM OUTSIDE TANK ELEV: 2097.45
   SEE DETAILS "F" AND "G," SHEET LD-3.
4. 24" DIA IRRIGATION SYSTEM WET WELL
   6" SDR-35 INV IN = 2097.95
   SEE DETAILS "A", "B" AND "C," SHEET LD-4
5. IRRIGATION PUMP STATION SET IN UTILITY ENCLOSURE
   SEE DETAIL "C," SHEET LD-4 FOR DETAIL AND CONTINUATION
   FILTER FLUSH CONNECTS TO EXISTING SEWER SERVICE.
6. FILTER FLUSH CONNECTION TO EXISTING SEWER SERVICE
   30LF± OF 1" CLASS 200 POLYETHELYENE.
7. DIVERTER STRAINER SYSTEM
   WATER PLAY 30" I.D. MODEL 0010-4666, OR APPROVED EQUAL
   RIM ELEV: 2104.40
   INV. IN (10"): 2101.57
   INV. OUT (10"): 2101.57
   INV. OUT (4"): 2101.24
   SEE DETAIL "D," SHEET LD-3
8. 12" X 12" DRAINAGE CATCH BASIN
   RIM ELEV: 2104.33
   INV. ELEV: 2102.50
   SEE DETAIL E, SHEET LD-3
9. 10 LF OF 6" SDR-35 DRAIN PIPE @ 0.0%
   INV. ELEV: 2102.50
10. CATCH BASIN CONNECTION TO DIVERTER STRAINER
    5LF OF 6" DIA. SDR-35
    (2) 45° ELBOWS
    (1) 6" X 10" REDUCER
11. DIVERTER STRAINER CONNECTION TO STORAGE TANK
    8LF OF 10" SDR-35 @ 2.0%
12. DIVERTER STRAINER CONNECTION TO STORMWATER SYSTEM
    42LF OF 4" SDR-35 @ 7.9%
    (1) 8" WYE WITH 4" BRANCH
    SEE TRAVERS PARK RECREATION CENTER STORMWATER AND UTILITY PLAN FOR CONTINUATION, SEPARATE COVER, BY OTHERS
13. STORAGE TANK OVERFLOW CONNECTION TO STORMWATER SYSTEM
    7LF OF 4" SDR-35
    (1) 4" WYE
14. CONNECT 4" SDR 35 DRAINAGE PIPE TO 8" SDR 35 DRAINAGE PIPE, INV. ELEV. 2097.81±. SEE TRAVERS PARK RECREATION CENTER STORMWATER AND UTILITY PLAN FOR CONTINUATION, SEPARATE COVER, BY OTHERS.
15. REMOVE EXISTING SEWER CLEAN-OUT AND 30LF± OF EXISTING SEWER SERVICE.

STORAGE TANK NOTE:
GROUNDWATER IS KNOWN TO BE PERIODICALLY PRESENT AT THIS DEPTH OF EXCAVATION IN THIS LOCATION. CONTRACTOR SHALL CONSULT WITH A GEOTECHNICAL ENGINEER AND THE TANK MANUFACTURER TO ENSURE NO DAMAGES DUE TO SETTLING OR BUOYANCY OCCUR.

BASE BID NOTE:
SEE LANDSCAPE PLANS FOR BASE BID AND ALTERNATES.



SPLASH PAD UTILITY DETAIL



811 Know what's below. Call before you dig.

VAN HOUTEN CONSULTING & DESIGN, LLC
Consulting & Design
401 E. SHERMAN AVE. STE. #211
COEUR D'ALENE, ID 83814
(208) 930-4000
MERLE@VANHOUTENCD.COM
WWW.VANHOUTENCD.COM

PROFESSIONAL ENGINEER REGISTERED 12523 STATE OF IDAHO MERLE J. VAN HOUTEN
5/1/2024

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION
PLAYGROUND UTILITY PLAN
SANDPOINT, IDAHO

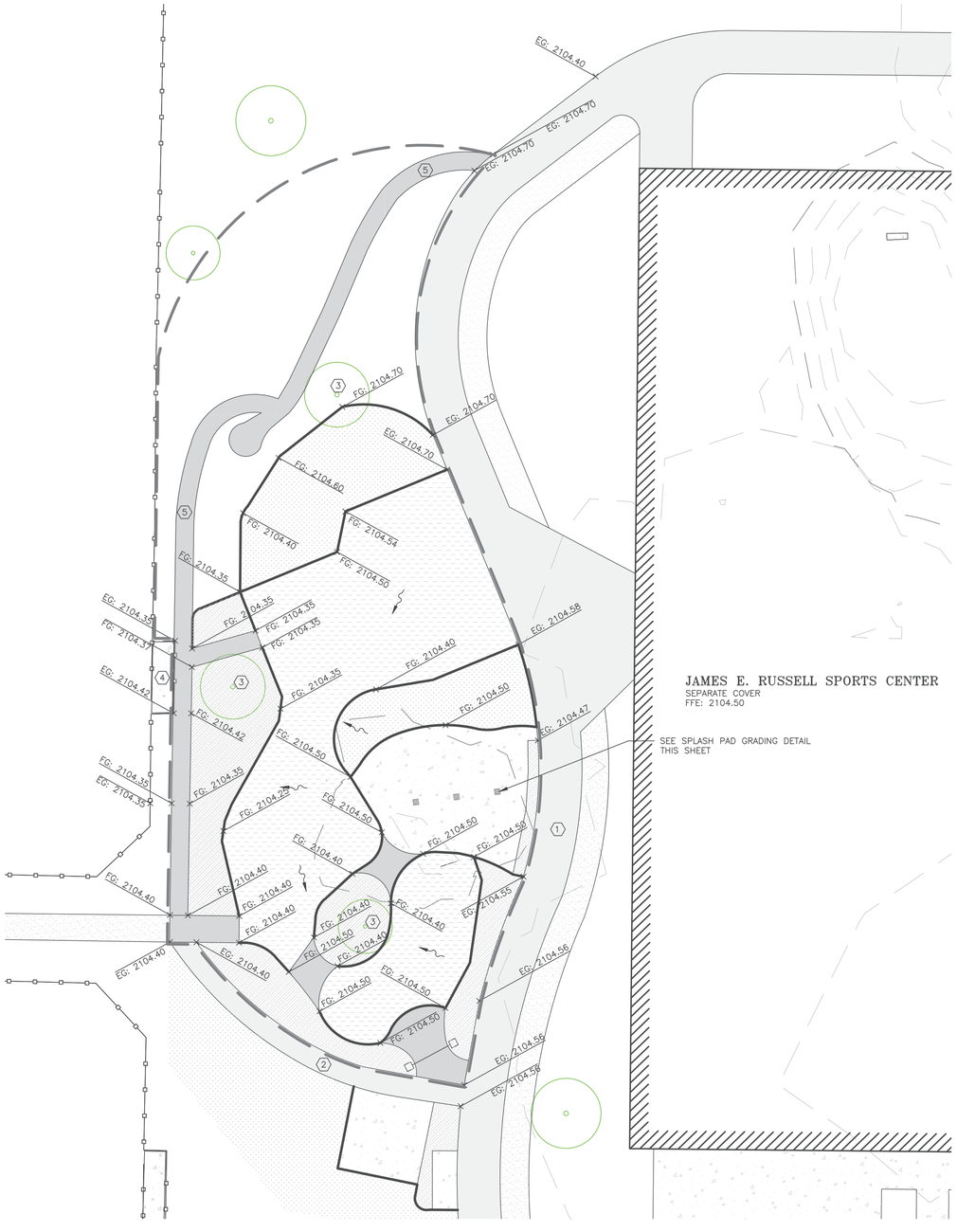
REVISIONS

NO.	DATE	DESCRIPTION	BY

DATE: 5/1/2024
PROJECT #23-0430
PARCEL #RP50000214302A
DRAWN: IAH
CHECKED: MVH
PATH: _PROJECTS\2023\23-0430 - Travers Park PROGRESS\CIVIL\DWG\PRODUCTION DRAWINGS

C1.0
SHEET
2 OF 3

UNAUTHORIZED REPRODUCTION OR TRANSLATION OF ANY PART OF THIS WORK WITHOUT THE WRITTEN PERMISSION OF VAN HOUTEN CONSULTING AND DESIGN, LLC. IS STRICTLY PROHIBITED.



LEGEND

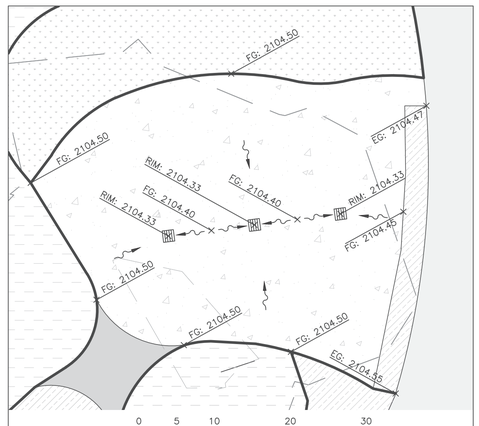
- EX. ASPHALT PAVEMENT
- ASPHALT PATH
- CONCRETE PAVEMENT
- IRRIGATED GRASS AREA
- LANDSCAPING MULCH
- TURF AREA
- GRAVEL PAVEMENT
- LIMITS OF DISTURBANCE TIE TO EX. GRADES
- CONCRETE CURB (SEE PLANS, BY MTLA, FOR DETAILS)
- EX. TREE (RETAIN AND PROTECT)

REFERENCE NOTES

1. MATCH ASPHALT SIDEWALK ELEVATIONS PER TRAVERS PARK RECREATION CENTER PLANS, BY OTHERS
2. MATCH CONCRETE SIDEWALK ELEVATION PER TRAVERS PARK RECREATION CENTER PLANS, BY OTHERS.
3. EX. TREE. MATCH EX. ELEVATION. RETAIN AND PROTECT
4. EX. DUGOUT. MATCH EX. ELEVATION. RETAIN AND PROTECT
5. SEE SHEET L-1 FOR GRADING OF PATHWAY AND SURROUNDING AREA

ABBREVIATIONS

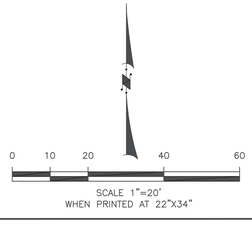
EG	EXISTING GRADE
FFE	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE



SCALE 1"=10'
WHEN PRINTED AT 22"X34"

SPLASH PAD GRADING DETAIL

Know what's below.
Call before you dig.



SCALE 1"=20'
WHEN PRINTED AT 22"X34"

VAN HOUTEN CONSULTING & DESIGN, LLC
Consulting & Design
401 E. SHERMAN AVE. STE. #211
COEUR D'ALENE, ID 83814
(208) 930-4000
MERLE@VANHOUTENCD.COM
WWW.VANHOUTENCD.COM

PROFESSIONAL ENGINEER REGISTERED
12523
STATE OF IDAHO
MERLE J. VAN HOUTEN
5/1/2024

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION

PLAYGROUND GRADING PLAN

SANDPOINT, IDAHO

REVISIONS

NO.	DATE	DESCRIPTION	BY

DATE: 5/1/2024
PROJECT #23-0430
PARCEL #RP50000024302A
DRAWN: IAH
CHECKED: MVH
PATH: _PROJECTS\2023\23-0430 - Travers Park\DESIGN\CIVIL\DWG\PRODUCTION DRAWINGS

C2.0

SHEET
3 OF 3

UNAUTHORIZED REPRODUCTION OR TRANSLATION OF ANY PART OF THIS WORK WITHOUT THE WRITTEN PERMISSION OF VAN HOUTEN CONSULTING AND DESIGN, LLC IS STRICTLY PROHIBITED.

SYMBOLS & ABBREVIATIONS

FIRE ALARM SYMBOLS

- DOOR HOLD OPEN
- DUCT SMOKE DETECTOR
- FACP — FIRE ALARM CONTROL PANEL
- FAA — FIRE ALARM ANNUNCIATOR PANEL
- FASP — FIRE ALARM SLAVE PANEL
- FIRE BELL
- FLOW SWITCH
- HEAT DETECTOR (CEILING MOUNTED)
- HEAT DETECTOR (WALL MOUNTED)
- HORN (WALL MOUNTED)
- HORN (CEILING MOUNTED)
- MANUAL PULL STATION
- MICROPHONE
- MM — MONITOR MODULE
- R — OUTPUT RELAY
- SMOKE DETECTOR (CEILING MOUNTED)
- W — SMOKE DETECTOR (WALL MOUNTED)
- SPEAKER (WALL MOUNTED)
- C — SPEAKER (CEILING MOUNTED)
- SPEAKER STROBE (WALL MOUNTED)
- C — SPEAKER STROBE (CEILING MOUNTED)
- STROBE (WALL MOUNTED)
- C — STROBE (CEILING MOUNTED)
- TAMPER DETECTOR (WITH VALVE)
- TAMPER DETECTOR (WITHOUT VALVE)

SCHEMATIC SYMBOLS

- A — AMP METER
- AUTOMATIC TRANSFER SWITCH
- AUTOMATIC TRANSFER SWITCH (4-POLE BYPASS ISOLATION)
- CIRCUIT BREAKER
- GFI — CIRCUIT BREAKER (GFI)
- 3P-1600 AF / 1200 AT — INDICATES A BREAKER WITH A 1600 AMP FRAME AND A 1200 AMP TRIP SETTING
- CONTACT (N.C.)
- CONTACT (N.O.)
- CONTACT (REMOTE, N.C.)
- CONTACT (REMOTE, N.O.)
- DISCONNECT SWITCH
- E — ELECTRONIC INTERLOCK
- ENCLOSED CIRCUIT BREAKER
- FEEDER IDENTIFICATION
- FUSE
- FUSIBLE SWITCH
- GENERATOR
- GROUND
- GROUNDED WYE
- INDUCTOR
- LINE TAP
- M — METER
- MOTOR
- PNL — PANELBOARD (# INDICATES NAME)
- PNL — PANEL OR CABINET
- SEPARABLE CONNECTIONS
- SPACE IN PANELBOARD
- SWITCH
- SPD — SURGE PROTECTION DEVICE
- TRANSFORMER
- V — VOLT METER
- C — CUSTOMER METER

GENERAL SYMBOLS

- # — KEY NOTE
- EQ-# — EQUIPMENT IDENTIFIER
- DETAIL NUMBER / DETAIL REFERENCE / SHEET NUMBER
- 1 / Ref Sht/Ref Srf — DETAIL NUMBER / DETAIL REFERENCE / MATCHED SHEET NUMBER / CURRENT SHEET NUMBER
- MATCH LINE REFERENCE
- Sht # — MATCHED SHEET NUMBER
- ROOM / NAME — ROOM NAME AND NUMBER
- CONNECTION TO EXISTING (# INDICATES EXISTING SIZE)
- 1 — REVISION NUMBER
- 1 / A101 — SECTION NUMBER / SECTION REFERENCE / SHEET NUMBER
- SIM
- N — NORTH ARROW
- CENTER LINE

NOTE:
SYMBOLS AND ABBREVIATIONS ON THE DRAWINGS SHALL BE INTERPRETED IN ACCORDANCE WITH THE LEGENDS WHEREVER APPLICABLE. NOT ALL SYMBOLS AND ABBREVIATIONS IN THE LEGENDS ARE NECESSARILY USED FOR THE PROJECT. ALL SIZES ARE IN INCHES, UNLESS OTHERWISE NOTED.

LINEWEIGHT LEGEND

- NEW WORK
- EXISTING TO REMAIN OR NOT IN CONTRACT
- DEMOLITION
- FUTURE WORK

SECURITY SYMBOLS

- CARD READER
- DOOR INTERLOCK
- DOOR POSITION INDICATION SWITCH (INTERRUPTIBLE)
- DOOR POSITION INDICATION SWITCH (UNINTERRUPTIBLE)
- DURESS ALARM (WITH LIGHT)
- DURESS ALARM (WITHOUT LIGHT)
- ELECTRIC LOCK
- ELECTRIC LOCK (DEADBOLT)
- K — KEYED SWITCH
- M — MOTION DETECTOR
- R — PUSH BUTTON REX
- SECURITY CAMERA (STANDARD)
- SEC — SECURITY CONTROL PANEL
- R — SENSOR REX
- KEYPAD
- M — VSS MONITOR
- W — WINDOW BREAKAGE DETECTOR

POWER SYMBOLS

- CONDUIT DROP
- CONDUIT RISE
- DISCONNECT SWITCH
- DISTRIBUTION PANEL
- ELECTRICAL PANEL
- J — JUNCTION BOX
- M — METER
- MOTOR
- M — MOTOR STARTER
- M / $ — MOTOR STARTER (MANUAL)
- PUSH TYPE SWITCH
- RECEPTACLE, 20 AMP DUPLEX
- RECEPTACLE, CEILING MOUNTED
- RECEPTACLE, CEILING 20 AMP DUPLEX
- RECEPTACLE, CEILING DUPLEX STANDBY POWER
- U — RECEPTACLE, CEILING DUPLEX UPS BACKED
- CH-1A — EQUIPMENT TAG. REFER TO EQUIPMENT SHEDULE SHEET FOR DETAILS.
- RECEPTACLE, DUPLEX
- RECEPTACLE, DUPLEX FLOOR MOUNTED
- G — RECEPTACLE, DUPLEX GFI
- RECEPTACLE, DUPLEX ISOLATED GROUND
- RECEPTACLE, DUPLEX SWITCHED
- RECEPTACLE, DUPLEX STANDBY POWER
- U — RECEPTACLE, DUPLEX UPS BACKED
- RECEPTACLE, DUPLEX WITH USB
- RECEPTACLE, QUAD
- RECEPTACLE, QUAD FLOOR MOUNTED
- x / y — RECEPTACLE, FLOORBOX. 'X' INDICATES THE QUANTITY OF DUPLEX OUTLETS TO BE INSTALLED. 'Y' INDICATES THE FLOORBOX TYPE. REFER TO SHEET EXXX FOR DETAILS ON EACH TYPE.
- RECEPTACLE, SINGLE
- RECEPTACLE, SPECIAL
- RECEPTACLE, SPECIAL FLOOR MOUNTED
- T — TRANSFORMER
- CONCEALED CONDUIT: UNLESS OTHERWISE INDICATED, DENOTES 3/4"C-2#12+1#12G
- SURFACE MOUNTED RACEWAY

LIGHTING SYMBOLS

- 1'x4' LIGHT
- 2'x2' LIGHT
- 2'x4' LIGHT
- DOWNLIGHT
- EXIT LIGHT
- PENDANT LIGHT
- POLE MOUNTED LIGHT
- STRIP LIGHT
- TRACK LIGHT
- WALL MOUNTED EMERGENCY LIGHT
- WALL SCONCE
- WALL WASHER
- a — LIGHT FIXTURE WITH LOWER CASE LETTER INDICATING ZONING FOR LIGHTING CONTROLS
- CRITICAL POWER LIGHT
- EMERGENCY POWER LIGHT
- DL — DAYLIGHT SENSOR
- V — VACANCY SENSOR
- O — OCCUPANCY SENSOR
- P — PHOTOCELL SENSOR
- PDZ — PRIMARY DAYLIGHT ZONE
- SDZ — SECONDARY DAYLIGHT ZONE
- $ — LIGHTING SWITCH (STANDARD)
- $3 — LIGHTING SWITCH (3-WAY)
- $4 — LIGHTING SWITCH (4-WAY)
- $L — LOW VOLTAGE LIGHTING SWITCH DETAILS - SHOWN ON LOW VOLTAGE LIGHTING DETAIL SHEET
- LCP — LIGHTING CONTROL PANEL

ABBREVIATIONS

Ø	DIAMETER	LSI	INDICATES A BREAKER WITH FULLY ADJUSTABLE LONG TIME, SHORT TIME AND INSTANTANEOUS TRIP CHARACTERISTICS
ABV	ABOVE		
AC	ABOVE COUNTER		
AFF	ABOVE FINISH FLOOR	LSIA	INDICATES A BREAKER WITH FULLY ADJUSTABLE LONG TIME, SHORT TIME, INSTANTANEOUS AND GROUND FAULT ALARM TRIP CHARACTERISTICS
AFG	ABOVE FINISH GRADE		
AL	ALUMINUM		
AR	AS REQUIRED	LSIG	INDICATES A BREAKER WITH FULLY ADJUSTABLE LONG TIME, SHORT TIME, INSTANTANEOUS AND GROUND FAULT TRIP CHARACTERISTICS
ATS	AUTOMATIC TRANSFER SWITCH		
BLDG	BUILDING		
C	CONDUIT	MAX	MAXIMUM
CCT	CIRCUIT	MFR	MANUFACTURER
CKT	CIRCUIT	MIN	MINIMUM
CLG	CEILING	MMS	MANUAL MOTOR STARTER
CO	CONDUIT ONLY WITH 1/4" POLYPROPYLENE PULL ROPE	MNT	MOUNT(ED)
CP	CHROME PLATED	(N)	NEW
CT	CURRENT TRANSFORMER	N	NEUTRAL
CU	COPPER	NL	NIGHT LIGHT
(D)	DEMOLISH	N.C.	NORMALLY CLOSED
DIA	DIAMETER	NIC	NOT IN CONTRACT
DISC	DISCONNECT	N.O.	NORMALLY OPEN
DIST	DISTRIBUTION	NORM	NORMAL
DIV	DIVISION	UNO	UNLESS NOTED OTHERWISE
DWG	DRAWING	PNL	PANEL
DX	DUPLEX	QIG	QUAD ISOLATED GROUND
DZ	DAYLIGHT ZONE	REQ'D	REQUIRED
(E)	EXISTING TO REMAIN	RM	ROOM
EA	EACH	SIM	SIMILAR
EM	EMERGENCY	SPST	SINGLE POLE/SINGLE THROW SWITCH
FLR	FLOOR, OR FLOOR MOUNTED	SS	STAINLESS STEEL
FT	FEET	SW	SWITCH
G	GROUND	T	TAMPER PROOF RECEPTACLE
GA	GAUGE	TYP	TYPICAL
GFI	GROUND FAULT INTERRUPT	W	WIDE
GND	GROUND	W/	WITH
H	HIGH	W/IN	WITHIN
HT	HEIGHT	W/O	WITHOUT
IG	ISOLATED GROUND	WP	WEATHERPROOF. RECEPTACLES TO BE GFCI
IN	INCHES	X	EXISTING DEVICE TO BE REPLACED WITH NEW DEVICE
L	LONG		AT SAME LOCATION
LI	INDICATES A BREAKER WITH FULLY ADJUSTABLE LONG TIME AND INSTANTANEOUS TRIP CHARACTERISTICS	XFMR	TRANSFORMER

ANNOTATION

+XX" MOUNTING HEIGHT (AFF OR AFG)

(n)x"C-a#b+c#d

n = QUANTITY OF CONDUIT
x = SIZE OF CONDUIT
a = QUANTITY OF CONDUCTORS
b = CONDUCTOR WIRE SIZE
c = QUANTITY OF GROUND
d = GROUND WIRE SIZE

PROFESSIONAL ENGINEER LICENSED STATE OF IDAHO DYLAN JOSEPH CUNNINGHAM

MW Engineers
601 W. Bannock, Ste. 1500
Boise, Idaho 83702, USA
208.629.7676
mwengineers.com

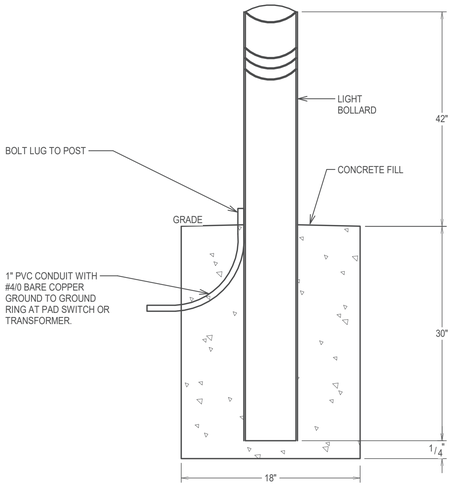
TRAVERS PARK
PLAYGROUND & SPLASH PAD CONSTRUCTION

#	REVISIONS	DATE

LEGENDS & ABBREVIATIONS - ELECTRICAL

DWN BY: NBH
CHK BY: DJC
SCALE: 12" = 1'-0"
DATE: 05/01/24

E01



1 TYPICAL LIGHT BOLLARD
N.T.S.

ELECTRICAL SPECIFICATIONS

GENERAL

1. ELECTRICAL WORK SHALL INCLUDE FURNISHING LABOR, MATERIALS, EQUIPMENT, AND SERVICES TO CONSTRUCT AND INSTALL THE ELECTRICAL SYSTEMS AS SHOWN ON THESE DRAWINGS AND DESCRIBED IN THESE SPECIFICATIONS.
2. PRODUCT DURABILITY: AT MINIMUM, MANUFACTURED ITEMS SHALL HAVE BEEN INSTALLED AND USED, WITHOUT MODIFICATION, RENOVATION OR REPAIR, ON OTHER PROJECTS FOR NOT LESS THAN THREE YEARS PRIOR TO THE DATE OF BIDDING THE PROJECT.
3. INSTALL CONDUIT, ELECTRICAL EQUIPMENT AND ACCESSORIES TO FACILITATE MAINTENANCE AND REPAIR OR REPLACEMENT. FOR LARGE CENTRAL EQUIPMENT PROVIDE MINIMUM 30" CLEAR AND INDICATE SUCH ON PLANS.
4. WORK SHALL BE AS FOLLOWS:
   A. MANUFACTURED ITEMS FURNISHED SHALL BE THE CURRENT, CATALOGED PRODUCT OF THE MANUFACTURER.
   B. EQUIPMENT AND ITEMS OF ANY ONE CLASSIFICATION WHICH ARE USED IN QUANTITY SHALL BE PRODUCTS OF ONE MANUFACTURER AND SHALL BE USED ONLY FOR SERVICES RECOMMENDED BY THE MANUFACTURER.
   C. ASBESTOS CONTAINING MATERIALS ARE NOT PERMITTED.

CODES, PERMITS AND FEES

1. THE INSTALLATION OF THIS WORK SHALL COMPLY WITH THE REQUIREMENTS OF APPLICABLE LAWS, ORDINANCES, AND RULES OF THE CITY OF SPOKANE, THE STATE OF WASHINGTON, WISHA, THE NATIONAL BOARD OF FIRE UNDERWRITERS, AND THE NATIONAL ELECTRICAL CODE. IF A CONFLICT OCCURS BETWEEN THESE RULES AND THIS SPECIFICATION, THE RULES SHALL GOVERN. NOTHING IN THESE DRAWINGS AND SPECIFICATIONS SHALL BE CONSTRUED TO PERMIT WORK NOT CONFORMING WITH GOVERNING CODES. THIS SHALL NOT BE CONSTRUED AS RELIEVING THE CONTRACTOR FROM COMPLYING WITH REQUIREMENTS OF THE PLANS OR SPECIFICATIONS WHICH MAY BE IN EXCESS OF REQUIREMENTS OF HEREIN BEFORE MENTIONED RULES AND NOT CONTRARY TO SAME.
2. OBTAIN AND PAY FOR REQUIRED STATE AND LOCAL INSTALLATION INSPECTIONS. DELIVER ORIGINALS OF THESE CERTIFICATES IN THE OPERATING AND MAINTENANCE INSTRUCTIONS.
3. MATERIALS SHALL BE UL LISTED AND LABELED.
4. PROVIDE ALL COMMISSIONING AS REQUIRED BY WSEC 2018 AND ASSOCIATED DOCUMENTATION.

GUARANTEE

1. GUARANTEE WORK FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE. ANY DEFECTIVE WORK OR MATERIAL DISCOVERED DURING THIS PERIOD SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL CHARGE.

SLEEVES & FIRESTOPING

1. WHERE CABLES OR CORRUGATED PLASTIC DUCTS PASS THROUGH WALLS, CEILINGS OR FLOORS, PROVIDE SLEEVES OF SUFFICIENT SIZE TO FACILITATE INSTALLATION OF THE SAME.

2. PROTECT PENETRATIONS THROUGH, AND OPENINGS IN, FIRE-RATED WALL, CEILING AND FLOOR ASSEMBLIES, WHERE SUCH OPENINGS CONTAIN ELECTRICAL WORK WITHIN THE PROJECT AREA, REGARDLESS OF WHETHER SUCH WORK WAS INSTALLED ON THIS PROJECT, AND WHERE THE OPENINGS WERE MADE OUTSIDE THE PROJECT AREA TO ADMIT ELECTRICAL WORK INSTALLED UNDER THE PROJECT. OPENINGS ACCOMMODATING SUCH ITEMS AS RACEWAY, CABLE TRAY, OUTLET BOXES, AND EQUIPMENT BACKBOXES, SHALL BE PROTECTED. OPENINGS LEFT BY REMOVAL OF ELECTRICAL WORK UNDER THIS PROJECT SHALL ALSO BE PROTECTED.

3. PENETRATIONS AND OPENINGS SHALL BE PROTECTED TO RETAIN THE INTEGRITY OF THE TIME-RATED CONSTRUCTION BY MAINTAINING AN EFFECTIVE BARRIER AGAINST THE SPREAD OF FLAME, SMOKE AND GASES. WHERE THE PENETRATING ELEMENTS ARE CABLES CORRUGATED PLASTIC DUCTS OR OTHER COMBUSTIBLE ITEMS, FIRESTOPPING MATERIALS SHALL BE ITUMESCENT TYPE. FIRESTOPPING SHALL CONSIST OF UL LISTED FIRE-RATED ASSEMBLIES AND SHALL BE INSTALLED IN ACCORDANCE WITH UL APPROVED INSTALLATION DETAILS.

DEMOLITION

1. MAINTAIN CONTINUITY OF ELECTRICAL SERVICES. WHERE INTERRUPTION OF SERVICE IS NECESSARY, MEASURES SHALL BE TAKEN TO MINIMIZE THE INTERRUPTION AND THE WORK SHALL BE SCHEDULED WITH THE OWNER'S REPRESENTATIVE SUCH THAT THE INTERRUPTIONS DO NOT LIMIT THE OWNER'S USE OF EXISTING OCCUPIED FACILITIES.

2. REMOVE FIXTURES, DEVICES, CONDUIT, WIRING AND MISCELLANEOUS EQUIPMENT AS INDICATED ON DRAWINGS OR AS REQUIRED BY JOB CONDITIONS.

3. INACTIVE AND ABANDONED WIRE AND CABLE, INCLUDING DISCONNECTED CIRCUITS FROM WHICH ALL TERMINAL DEVICES HAVE BEEN ELIMINATED, SHALL BE REMOVED BACK TO THE SOURCE OF SUPPLY.

4. ABANDONED RACEWAY SHALL BE REMOVED.

5. MAINTAIN ACCESS TO EXISTING ELECTRICAL DEVICES, OUTLETS AND JUNCTION BOXES THAT REMAIN. MODIFY THE INSTALLATION OR PROVIDE ACCESS PANELS AS APPROPRIATE.

6. OUTLET BOXES AND OTHER ELECTRICAL OPENINGS THAT REMAIN IN EXISTING WALLS SHALL HAVE NEW PLATES OR SPECIAL COVERS INSTALLED. NEW DEVICE RINGS OR EXTENSION RINGS SHALL BE INSTALLED ON EXISTING OUTLET BOXES LOCATED IN WALLS THAT RECEIVE NEW FINISHED SURFACES AS REQUIRED TO MATCH THE THICKNESS OF THE NEW WALL SURFACES.

7. COORDINATE DEMOLITION WITH THE WORK OF OTHER TRADES.

8. MATERIALS REMOVED DURING THE DEMOLITION PHASE OF THE WORK SHALL BE STORED OR PROPERLY DISPOSED OF AS DIRECTED BY THE OWNER.

9. PERFORM CUTTING, DRILLING AND PATCHING REQUIRED TO PERFORM THE WORK SPECIFIED IN DIVISION 26, 27, & 28. PATCHING MATERIALS SHALL MATCH THE EXISTING MATERIALS.

10. CONSTRUCTION OF A STRUCTURAL NATURE SHALL NOT BE DISTURBED WITHOUT THE APPROVAL OF THE ARCHITECT. IN GENERAL, CUTTING THROUGH FLOORS, WALLS AND PARTITIONS SHALL BE AVOIDED. ONLY WHERE ABSOLUTELY NECESSARY AND APPROVED BY ARCHITECT AND ENGINEER WILL SUCH CUTTING BE PERMITTED.

VIBRATION ISOLATION AND SEISMIC RESTRAINT FOR CONDUIT AND EQUIPMENT

1. SEISMIC RESTRAINT OF EQUIPMENT, DUCTWORK AND PIPING SHALL BE IN ACCORDANCE WITH LATEST ENACTED VERSION OF APPLICABLE ASHRAE STANDARD, ASCE STANDARD, AND IBC.
2. SERVICES OF ENGINEER REGISTERED AND LICENSED IN WASHINGTON STATE SHALL DESIGN SEISMIC RESTRAINT SYSTEMS AND METHODS OF ANCHORAGE TO BUILDING STRUCTURE, AND PROVIDE STAMPED AND SIGNED DOCUMENTS OF DESIGN. SIGNED STANDARD DETAILS ARE ACCEPTABLE. IF PROFESSIONAL ENGINEER DETERMINES THAT ASCE, IBC, OR CURRENT ADOPTED CODE DO NOT REQUIRE SOME OF THE EQUIPMENT OR PIPING TO BE SEISMICALLY RESTRAINED, THEN A LETTER STAMPED AND SIGNED FROM THE PROFESSIONAL ENGINEER TO THAT EFFECT IS REQUIRED.
3. NON-STRUCTURAL SEISMIC CRITERIA SHALL BE COORDINATED WITH STRUCTURAL SEISMIC CRITERIA. SEISMIC BRACING OF NON-STRUCTURAL COMPONENTS WILL APPLY ONLY TO NEWLY INSTALLED SYSTEMS, EQUIPMENT, AND MATERIAL, APPROPRIATE TO STRUCTURAL SEISMIC QUALITY OF BUILDING IN WHICH CONSTRUCTION OCCURS, UNLESS DIRECTED OTHERWISE BY OWNER.

GROUNDING

1. PROVIDE COPPER GROUNDING CONDUCTORS.
2. CONDUITS WILL BE PROPERLY BONDED WITH INSULATED GROUND WIRE RUN WITH CONDUCTORS.
3. CONDUITS PASSING THRU METAL ENCLOSURES SHALL CONTAIN INSULATED THROAT BUSHINGS. THE BUSHING SHALL BE CONNECTED TO THE GROUND BUS AND METAL FRAME OF THE EQUIPMENT WITH A BONDING JUMPER.

RACEWAYS AND FITTINGS

1. RIGID METAL CONDUIT (RMC) AND INTERMEDIATE METALLIC CONDUIT (IMC) HEAVY WALL, GALVANIZED STEEL, SCHEDULE 40, THREADED. FITTINGS SHALL BE THREADED GALVANIZED OR CADMIUM PLATED STEEL FITTINGS.
2. ELECTRIC METALLIC TUBING (EMT) SHALL BE GALVANIZED TUBING. FITTINGS: STEEL, RAIN TIGHT SET SCREW TYPE WITH NYLON INSULATED THROATS ON CONNECTORS.
3. FLEXIBLE METAL CONDUIT SHALL BE FLEXIBLE, INTERLOCKED, ALUMINUM CONSTRUCTION, SPIRAL STRIP. FITTINGS AND CONDUIT BODIES: ANSI/NEMA FB 1. ALL STEEL, GALVANIZED, SET SCREW TYPE. SPECIFICALLY DESIGNED FOR THE PURPOSE.
4. LIQUID TIGHT FLEXIBLE CONDUIT SHALL BE FLEXIBLE, INTERLOCKED, GALVANIZED STEEL, SPIRAL STRIP WITH AN OUTER LIQUIDTIGHT, NON-METALLIC, SUNLIGHT-RESISTANT JACKET. FITTINGS.
5. PLASTIC CONDUIT SHALL BE SCHEDULE 40 PVC MINIMUM, LISTED, SUNLIGHT RESISTANT, RATED FOR 90 DEGREES C CONDUCTORS.
6. CONDUCTORS FROM ONE SYSTEM SHALL NOT BE INTERMIXED IN THE SAME RACEWAY AS ANOTHER SYSTEM. EXAMPLES INCLUDE 480Y/277 WITH 208Y/120 VOLT CIRCUITS, EMERGENCY POWER, LINE VOLTAGE CIRCUITS WITH LOW VOLTAGE WIRING WITH NORMAL POWER, ETC.
7. ROUTE RACEWAYS IN COMMON SPACES AND CORRIDORS WITHOUT BLOCKING ACCESS TO JUNCTION BOXES, VALVES, MECHANICAL EQUIPMENT OR CEILING PANEL REMOVAL.
8. INSTALL RACEWAYS LEVEL AND SQUARE, PARALLEL OR PERPENDICULAR TO BUILDING LAYOUT.
9. CONDUIT SCHEDULE:
   A. INDOOR, EXPOSED - ELECTRIC METALLIC TUBING
   B. INDOOR, EXPOSED, SUBJECT TO DAMAGE - RIGID STEEL
   C. INDOOR, CONCEALED - ELECTRIC METALLIC TUBING, RIGID STEEL, OR INTERMEDIATE
   D. INDOOR, CONNECTED TO VIBRATING EQUIPMENT - FLEXIBLE METAL CONDUIT OR LIQUIDTIGHT FLEXIBLE METAL CONDUIT
   E. INDOOR, DAMP - RIGID STEEL CONDUIT OR ELECTRIC METALLIC TUBING (WITH COMPRESSION FITTINGS)
   F. OUTDOOR, DAMP - PVC, RIGID STEEL CONDUIT, OR ELECTRIC METALLIC TUBING (WITH COMPRESSION FITTINGS)

ELECTRICAL BOXES

1. SHEET METAL OUTLET BOXES: GALVANIZED STEEL. PLASTIC BOXES ARE ALLOWED FOR WOOD FRAMED WALLS AND CEILINGS.
2. EQUIPMENT SUPPORTING BOXES: RATED FOR WEIGHT FOR EQUIPMENT SUPPORTED.

PULL AND JUNCTION BOXES

1. OUTLET, PULL BOXES AND JUNCTION BOXES SHALL BE GALVANIZED STEEL MINIMUM 4 INCH SQUARE BY 2 1/8" INCHES DEEP FOR USE WITH 1 INCH CONDUIT AND SMALLER.
2. ON CONDUIT SYSTEMS USING 1 1/4" OR LARGER, PULL AND JUNCTION BOXES SHALL BE SIZED PER NEC BUT NOT LESS THAN 4 11/16" SQUARE.
3. WHERE BOXES ARE INSTALLED IN MASONRY WALLS, PROVIDE MASONRY BOXES 3 1/2" DEEP.
4. PROVIDE DEVICE RINGS. SIZE AS REQUIRED.
5. LOW VOLTAGE CABLE INSTALLATIONS, THE BOXES SHALL BE A 4 11/16" SQUARE BOX WITH SINGLE GANG MUDRING AND BLANK COVERPLATE.

WIRE AND CABLE

1. SINGLE CONDUCTOR, TYPE THW, THHN/THWN OR XHHW INSULATION, RATED 600 VOLTS.
2. UTILIZE LIQUID-TITE OR COMPRESSION FITTINGS FOR WET AREAS.
3. PROVIDE STRANDED CONDUCTORS FOR #14 AWG AND LARGER.
4. SPLIT BOLT CONNECTORS ARE NOT ACCEPTABLE.
5. CONDUCTORS #1/0 AWG AND SMALLER SHALL BE COPPER.
6. MECHANICAL EQUIPMENT FEEDERS AND CONNECTIONS SHALL BE COPPER.
7. PROVIDE PLENUM RATED CABLE FOR RETURN AIR PLENUM LOCATIONS IF ACCEPTABLE TO LOCAL AHJ.
8. NEW CONDUCTORS SHALL NOT BE INSTALLED IN EXISTING CONDUIT WITH EXISTING CONDUCTORS. CONFIRM USE OF SPARE CIRCUITS IN PANEL OR JUNCTION BOXES.

WIRING DEVICES

1. PROVIDE TAMPER RESISTANT DEVICES FOR ALL PUBLIC ACCESSIBLE LOCATIONS.

SUPPORTING STRUCTURES

1. STEEL CHANNEL SUPPORTS: GALVANIZED OR PAINTED STEEL.
2. DESIGN SUPPORTS TO CARRY WEIGHT OF EQUIPMENT AND CONDUIT, INCLUDE WIRING.

IDENTIFICATION

1. IDENTIFICATION OF EQUIPMENT, CONDUCTORS AND ELECTRICAL DEVICES SHALL MEET FACILITY STANDARD (INCLUDING BAR CODE FOR FACILITIES WHICH HAVE ESTABLISHED BAR CODING PROCEDURES). COORDINATE WITH OWNER.
2. EQUIPMENT NAMEPLATES: SHALL BE PROVIDED FOR NEW EQUIPMENT OR OTHER DEVICE INCLUDING SPECIAL INSTRUCTION FOR USE; EQUIPMENT NAMEPLATES SHALL HAVE UNIQUE EQUIPMENT IDENTIFICATION NUMBER AND BE COORDINATED WITH EXISTING EQUIPMENT NUMERICALLY.
3. JUNCTION, PULL, AND CONNECTION BOXES: IDENTIFY JUNCTION, PULL, AND CONNECTION BOXES EXPOSED IN NON-FINISHED AREAS BY NEATLY SPRAY PAINTING THE COVER PLATE. CONFORM TO FACILITY STANDARD COLORS FOR SYSTEM TYPE. BOX SHALL HAVE PANEL AND CIRCUIT(S) NOTED ON COVER PLATE.
4. CONDUCTOR AND CABLES: A) EXTEND FACILITY STANDARD COLORS FOR IDENTIFICATION. B) PROVIDE FIELD-APPLIED COLOR CODED CONDUCTOR TAPE FOR A MINIMUM DISTANCE OF 6" FROM TERMINAL POINTS AND IN BOXES.
5. DEVICE COVER PLATES:
   A. PROVIDE ENGRAVED PANEL AND CIRCUIT NUMBER OR SELF-ADHESIVE TYPE LABELS FOR SWITCHES UTILIZING BLACK TEXT AND CLEAR TAPE. FOR RENOVATION PROJECTS, IT IS ACCEPTABLE TO MATCH EXISTING.
   B. LABEL COVER PLATES FOR SWITCHES, ETC. AS FOLLOWS (IN ADDITION TO PANEL-CIRCUIT NUMBER LABELS):
      I. SPECIAL PURPOSE SWITCHES OR CONTROLS, I.E. - FAN, ETC. WHERE IT IS NOT OBVIOUS WHAT IT CONTROLS.
      II. IDENTIFICATION SHALL INDICATE DEVICES CONTROLLED (I.E. "SUPPLY FAN SF-8-1", "SUPPLY FAN SF-8-2", ETC.)

OVERCURRENT PROTECTION DEVICES

1. CIRCUIT BREAKERS SHALL BE ELECTROMECHANICAL (THERMAL MAGNETIC) TRIP TYPE.
2. FUSES SHALL BE PERMITTED FOR THE FOLLOWING CIRCUIT TYPES:
   D. MOTOR CIRCUITS
      I. IN SEPARATELY MOUNTED COMBINATION MOTOR STARTERS.
      II. IN SWITCHES USED AS LOCATION DISCONNECTS FOR MOTORS OR HERMETIC COMPRESSORS.
   B. CONTROL CIRCUITS OR FOR PROTECTION OF CONTROL POWER TRANSFORMERS.
   C. CLASS J FUSES SHALL NOT BE SPECIFIED FOR MOTOR PROTECTION.
3. FUSE SCHEDULE:
   A. MOTOR CIRCUITS - CLASS RK-5, TIME DELAY
   B. CONTROL CIRCUITS - CLASS CC, FAST ACTING
   C. GENERAL FEEDER PROTECTION - CLASS RK-1, TIME DELAY

LIGHTING FIXTURES

1. FURNISH AND INSTALL NEW LIGHTING FIXTURES AS INDICATED ON DRAWINGS. ALL NEW LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND THE N.E.C.

2. RECESSED LIGHT FIXTURES INSTALLED IN ACCESSIBLE CEILINGS SHALL BE CONNECTED BY MEANS OF A FLEXIBLE CONDUIT WHICH IS ATTACHED TO A 4" SQUARE JUNCTION BOX. BOX MAY SERVE MORE THAN ONE FIXTURE.

3. PROVIDE LIGHTING FIXTURE SUPPORTS AS RECOMMENDED BY THE CEILING AND LIGHTING FIXTURE MANUFACTURERS. LIGHTING FIXTURES DESIGNED FOR LAY-IN PANEL CEILINGS SHALL BE ATTACHED TO CEILING GRIDS WITH STANDARD CEILING GRID ACCESSORIES. SUPPORT WIRES FOR LIGHTING FIXTURES SHALL COMPLY WITH THE UBC.

LOW VOLTAGE LIGHTING CONTROL SYSTEM

1. ALL LIGHTING CONTROL DEVICES SHALL BE WHITE.

2. EQUIPMENT AND WIRING SHALL BE AS REQUIRED BY THE MANUFACTURER, NLIGHT.

3. AFTER THE SYSTEM HAS BEEN COMPLETED, TESTED AND IS OPERATING PROPERLY, THE MANUFACTURER'S REPRESENTATIVE SHALL DEMONSTRATE BY ACTUAL USAGE, THE PROPER OPERATION OF EACH SYSTEM DEVICE AND FUNCTION IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.

PROFESSIONAL ENGINEER
LICENSED
STATE OF IDAHO
JOHN JOSEPH CUNNINGHAM

MW Engineers
601 W Front Ave, Ste 1500
Spokane, WA 99201, USA
(509) 838-3535
mwengineers.com

TRAVERS PARK
PLAYGROUND & SPLASH
PAD CONSTRUCTION

#	REVISIONS	DATE

SPECIFICATIONS - ELECTRICAL

DWN BY: NBH
CHK BY: DJC
SCALE: 12" = 1'-0"
DATE: 05/01/24

E02



SITE PLAN - PLAYGROUND / SPLASH PAD - ELECTRICAL

1" = 10'-0"

GENERAL NOTES:

1. LOCATIONS AND DIMENSIONS SHOWN ARE APPROXIMATE. FIELD VERIFICATION AND MEASUREMENTS ARE REQUIRED PRIOR TO WORK.
2. ALTERNATE #2: SPLASH PAD IRRIGATION BOOSTER PUMP

   BASE BID: FURNISH AND INSTALL BASE BID SPLASH PAD ELEMENTS, CONTROLLER, CONCRETE, STORAGE TANK AND ASSOCIATED PIPING. CONNECT STORAGE TANK TO STORM DRAINAGE SYSTEM. SEE DRAWINGS, DETAILS, AND SPECIFICATIONS.

   ALTERNATE: FURNISH AND INSTALL SPLASH PAD IRRIGATION PUMP STATION, WET WELL, PIPING, CONNECTION TO TANK AND ELECTRICAL SERVICE. CONNECT IRRIGATION PUMP SUPPLY TO IRRIGATION SYSTEM. SEE DRAWINGS, DETAILS, AND SPECIFICATIONS.
3. ALTERNATE #9: LIGHTS AND BASES

   BASE BID: INSTALL ELECTRICAL CONDUIT TO LIGHT LOCATIONS. SEE DRAWINGS, DETAILS, AND SPECIFICATIONS.

   ALTERNATE: FURNISH AND INSTALL LIGHTS, WIRING AND ALL REQUIRED ELECTRICAL CONNECTIONS FOR LIGHTS INDICATED ON PLANS. SEE DRAWINGS, DETAILS, AND SPECIFICATIONS.

(#) KEYNOTES:

1. PROVIDE TIE-IN TO EXISTING LIGHTING CIRCUIT. NEW LIGHTING TO BE CONTROLLED WITH THE EXISTING SITE LIGHTING. ROUTE UNDERGROUND LIGHTING CONDUIT VIA ROUTE SHOWN. THIS IS A COORDINATED ROUTE. VERIFY EXACT LIGHTING LOCATIONS PRIOR TO INSTALLATION. REFER TO LANDSCAPE ARCHITECTURAL PLANS AND SPECIFICATIONS FOR FURTHER DETAILS.
2. PROVIDE (1) CAT-6 CABLE FOR NETWORK CONNECTION TO EXISTING DATA NETWORK FOR REPORTING.
3. PROVIDE ALL NEC 680 GROUNDING AND BONDING TERMINATIONS AT EQUIPMENT IN THE SPLASH PAD AREAS. PROVIDE #8AWG(CU) FROM GROUNDED AND BONDED EQUIPMENT BACK TO EXISTING BUILDING GROUNDING BUSBAR. EXISTING GROUNDING BUSBAR LOCATION IS IDENTIFIED ON THIS SHEET.

PROFESSIONAL ENGINEER
LICENSED
STATE OF IDAHO
RYAN JOSEPH CUNNINGHAM

MW Engineers
601 W Front Ave, Ste 1500
Spokane, WA 99201, USA
509.838.3070
mwengineers.com

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION

#	REVISIONS	DATE

SITE PLAN - ELECTRICAL

DWN BY:	NBH
CHK BY:	DJC
SCALE:	1" = 10'-0"
DATE:	05/01/24

E10

COPPER FEEDER SCHEDULE

AMPACITY (AMPS)	FEEDER WITH NEUTRAL					FEEDER WITH 200% NEUTRAL AND ISOLATED GROUND					FEEDER WITHOUT NEUTRAL				
	FEEDER NUMBER	NUMBER OF SETS	CONDUIT (INCHES)	CONDUCTOR	GROUND	FEEDER NUMBER	NUMBER OF SETS	CONDUIT (INCHES)	CONDUCTOR	GROUND	FEEDER NUMBER	NUMBER OF SETS	CONDUIT (INCHES)	CONDUCTOR	GROUND
20	20N	1	3/4	4#12	#12	20K	1	3/4	3#12+#8	2#12	20	1	3/4	3#12	#12
30	30N	1	3/4	4#10	#10	30K	1	1	3#8+#4	2#10	30	1	3/4	3#10	#10
40	40N	1	1	4#8	#10	40K	1	1	3#8+#3	2#10	40	1	1	3#8	#10
50	50N	1	1	4#6	#8	50K	1	1 1/4	3#6+#1	2#8	50	1	1	3#6	#8
60	60N	1	1 1/4	4#4	#8	60K	1	1 1/4	3#4+#1	2#8	60	1	1 1/4	3#4	#8
70	70N	1	1 1/4	4#4	#8	70K	1	1 1/2	3#3+#1/0	2#8	70	1	1 1/4	3#4	#8
80	80N	1	1 1/2	4#3	#8	80K	1	1 1/2	3#3+#2/0	2#8	80	1	1 1/4	3#3	#8
90	90N	1	1 1/2	4#2	#8	90K	1	1 1/2	3#2+#3/0	2#8	90	1	1 1/4	3#2	#8
100	100N	1	2	4#1	#6	100K	1	2	3#1+#3/0	2#6	100	1	1 1/2	3#1	#6
125	125N	1	2	4#1	#6	125K	1	2 1/2	5#2/0	2#4	125	1	1 1/2	3#1	#6
150	150N	1	2	4#1/0	#6	150K	1	2 1/2	5#3/0	2#4	150	1	2	3#1/0	#6
175	175N	1	2	4#2/0	#4	175K	1	2 1/2	5#4/0	2#2	175	1	2	3#2/0	#4
200	200N	1	2 1/2	4#3/0	#4	200K	1	3	5#250	2#2	200	1	2	3#3/0	#4
225	225N	1	2 1/2	4#4/0	#2	225K	1	3	5#300	2#2	225	1	2 1/2	3#4/0	#2
250	250N	1	3	4#250	#2	250K	1	4	5#400	2#1/0	250	1	3	3#250	#2
300	300N	1	4	4#350	#2	300K	1	4	5#500	2#1/0	300	1	3	3#350	#2
350	350N	1	4	4#500	#1/0	350K	2	2 1/2	5#4/0	2#2/0	350	1	4	3#500	#1/0
400	400N	1	4	4#600	#1/0	400K	2	3	5#250	2#2/0	400	1	4	3#600	#1/0
450	450N	2	2 1/2	4#4/0	#2/0	450K	2	3	5#300	2#2/0	450	2	2 1/2	3#4/0	#2/0
500	500N	2	3	4#250	#2/0	500K	2	4	5#400	2#2/0	500	2	3	3#250	#2/0
600	600N	2	4	4#350	#2/0	600K	2	4	5#500	2#3/0	600	2	3	3#350	#2/0
700	700N	2	4	4#500	#3/0	700K	4	2 1/2	5#4/0	2#3/0	700	2	4	3#500	#3/0
800	800N	2	4	4#600	#3/0	800K	4	3	5#250	2#3/0	800	2	4	3#600	#3/0
1000	1000N	3	4	4#400	#3/0	1000K	4	4	5#400	2#3/0	1000	3	3	3#400	#3/0
1200	1200N	4	4	4#350	#3/0	1200K	4	4	5#500	2#3/0	1200	4	3	3#350	#3/0
1600	1600N	4	4	4#600	#4/0	1600K	8	3	5#250	2#4/0	1600	4	4	3#600	#4/0
2000	2000N	5	4	4#600	#250	2000K	8	4	5#400	2#250	2000	5	4	3#600	#250
2500	2500N	6	4	4#600	#350	2500K	10	4	5#400	2#350	2500	6	4	3#600	#350
3000	3000N	8	4	4#500	#400	3000K	10	4	5#500	2#400	3000	8	4	3#500	#400
4000	4000N	10	4	4#600	#500	4000K	16	4	5#400	2#500	4000	10	4	3#600	#500

NOTES:

1. CONDUIT SIZES ARE BASED ON THWN INSULATION FOR ALL CONDUCTORS AND RGS CONDUIT.

ALUMINUM FEEDER SCHEDULE

AMPACITY (AMPS)	FEEDER WITH NEURTAL					FEEDER WITH 200% NEUTRAL AND ISOLATED GROUND					FEEDER WITHOUT NEUTRAL				
	FEEDER NUMBER	NUMBER OF SETS	CONDUIT (INCHES)	CONDUCTOR	GROUND (COPPER)	FEEDER NUMBER	NUMBER OF SETS	CONDUIT (INCHES)	CONDUCTOR	CU GROUND	FEEDER NUMBER	NUMBER OF SETS	CONDUIT (INCHES)	CONDUCTOR	CU GROUND
20															
30															
40															
50															
60															
70															
80															
90															
100	100N	1	2	4#2/0	#6						100	1	2	3#2/0	#6
125	125N	1	2	4#2/0	#6						125	1	2	3#2/0	#6
150	150N	1	2	4#3/0	#6						150	1	2	3#3/0	#6
175	175N	1	2-1/2	4#4/0	#4						175	1	2-1/2	3#4/0	#4
200	200N	1	2-1/2	4#250	#4						200	1	2-1/2	3#250	#4
225	225N	1	3	4#300	#2						225	1	3	3#300	#2
250	250N	1	3	4#400	#2						250	1	3	3#400	#2
300	300N	1	3-1/2	4#500	#2						300	1	3-1/2	3#500	#2
350	350N	2	2-1/2	4#4/0	#2						350	2	2-1/2	3#4/0	#1/0
400	400N	2	2-1/2	4#250	#2						400	2	2-1/2	3#250	#1/0
450	450N	2	3	4#300	#1/0						450	2	3	3#300	#1/0
500	500N	2	3	4#400	#1/0						500	2	3	3#400	#1/0
600	600N	2	3-1/2	4#500	#1/0						600	2	3-1/2	3#500	#2/0
700	700N	3	2-1/2	4#350	#2/0						700	3	2-1/2	3#350	#2/0
800	800N	3	3	4#400	#2/0						800	3	3	3#400	#2/0
1000	1000N	3	4	4#600	#3/0						1000	3	4	3#600	#3/0
1200	1200N	4	4	4#500	#3/0						1200	4	4	3#500	#3/0
1600	1600N	5	4	4#600	#4/0						1600	5	4	3#600	#4/0
2000	2000N	7	4	4#500	#250						2000	7	4	3#500	#250
2500	2500N	8	4	4#600	#350						2500	8	4	3#600	#350
3000	3000N	9	4	4#600	#400						3000	9	4	3#600	#400
4000	4000N	12	4	4#600	#500						4000	12	4	3#600	#500

NOTES:

1. CONDUIT SIZES ARE BASED ON THWN INSULATION FOR ALL CONDUCTORS AND RGS CONDUIT.
2. FEEDERS ARE "EQUIVALENT" BASED UPON ALUMINUM CONDUCTORS. NOT PERMITTED FOR CONNECTIONS TO VIBRATING OR MECHANICAL EQUIPMENT.
3. ALL GROUNDS SHALL BE COPPER UNLESS SPECIFICALLY NOTED OTHERWISE. SEE SPECS FOR DETAILS.
4. FAULT CURRENT CALCULATIONS TO BE BASED ON ACTUAL INSTALLED CONDUCTOR.
5. ALL CONDUITS ARE COPPER FOR FEEDERS LESS THAN 100A, UNLESS SPECIFICALLY NOTED OTHERWISE.
6. FOR FEEDERS EQUAL TO OR GREATER THAN 100A, ALUMINUM CONDUCTORS MAY BE UTILIZED AT THE CONTRACTORS DISCRETION.
7. WHERE CONDUIT SIZES/QUANTITIES ARE SHOWN, THEY ARE BASED ON COPPER CONDUCTORS, THE CONTRACTOR SHALL ADJUST AS NECESSARY WHERE ALUMINUM CONDUCTORS ARE USED.

GENERAL NOTES:

1. WHERE SHOWN, SHORT CIRCUIT CALCULATIONS ARE PRESENTED FOR THE REVIEW AUTHORITY AND SHALL NOT BE INTERPRETED TO MODIFY PANEL RATINGS. ALL PANEL RATINGS SHALL BE AT MINIMUM THE VALUES INDICATED IN THE PROJECT DOCUMENTS.
2. THIS PROJECT REQUIRES A POWER SYSTEM STUDY. SEE 26 05 73. ALL ELECTRICAL EQUIPMENT SUBMITTALS WHICH INCLUDE OVERCURRENT DEVICES WILL BE REJECTED UNTIL THE PRELIMINARY POWER SYSTEMS STUDY HAS BEEN RECEIVED.
3. ALL EQUIPMENT IS TO BE FULLY RATED. SERIES RATINGS ARE NOT ALLOWED.

(#) KEY NOTES:

1. REFER TO E101 - LEVEL 1 FLOOR PLAN FOR ROUTING AND STUB-OUT LOCATION AND SIZES.
2. PROVIDE MAIN BREAKER SET TO 600A, BUT ADJUSTABLE OR REPLACABLE TO 800A.

Branch Panel: MSB (E)

Location: STOR-1 A108-1
Supply From: UTILITY
Mounting: SURFACE
Enclosure: NEMA 1

Volts: 480/277 Wye
Phases: 3
Wires: 4

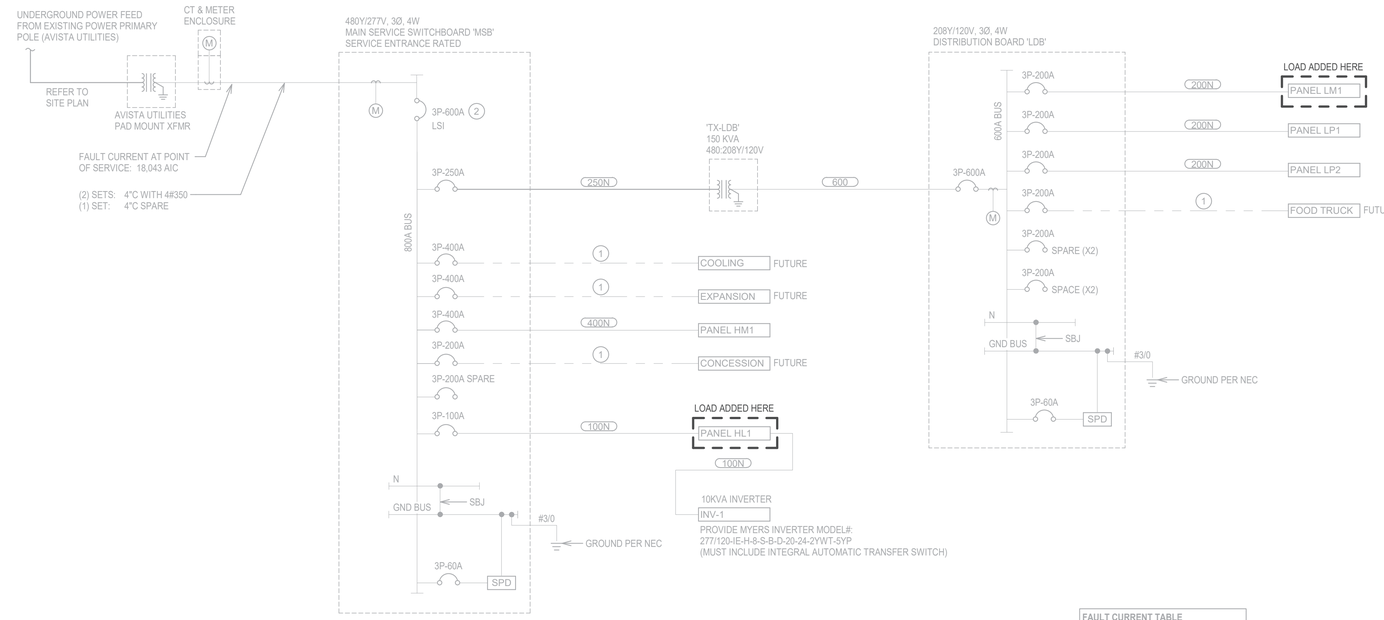
A.I.C. Rating: SEE FAULT TABLE
Bus Rating: 800 A
Mains: 3P-600A

CKT	Amp	ø	Cat	Notes	Load Name	A	B	C	A	B	C	Load Name	Notes	Cat	ø	Amp	CKT
1	250	3	HV...		TX-LDB	25845			78150			HVAC CU-1 (FUTURE)		HV...	3	400	2
3	--	--	--	--	--		25005			78150		--	--	--	--	--	4
5	--	--	--	--	--			21329			78150	--	--	--	--	--	6
7	400	3	HV...		HM1	35884			0			FUTURE EXPANSION	--	--	3	400	8
9	--	--	--	--	--		35884			0		--	--	--	--	--	10
11	--	--	--	--	--			31896			0	--	--	--	--	--	12
13	100	3	Lig...		HL1	14440			0			FUTURE CONCESSIONS BLDG	--	--	3	400	14
15	--	--	--	--	--		15038			0		--	--	--	--	--	16
17	--	--	--	--	--			13279			0	--	--	--	--	--	18
19	60	3	--	--	SPD	0			0			Spare	--	--	3	200	20
21	--	--	--	--	--		0			0		--	--	--	--	--	22
23	--	--	--	--	--			0			0	--	--	--	--	--	24
25																	26
27																	28
29																	30
31																	32
33																	34
35																	36
37																	38
39																	40
41																	42
						153820 VA			153397 VA			144287 VA					
						560 A			559 A			521 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Equipment	500 VA	100.00%	500 VA		
HVAC	366894 VA	100.00%	366894 VA	**Total Conn. Load:**	451501 VA
Lighting	42739 VA	125.00%	53423 VA	**Total Est. Demand:**	461324 VA
Miscellaneous	14768 VA	100.00%	14768 VA	**Total Conn. Current:**	543 A
Motor	13552 VA	113.05%	15320 VA	**Total Est. Demand Current:**	555 A
Receptacle	14580 VA	84.29%	12290 VA		

General Notes:
1. PROVIDE MAIN BREAKER SET TO 600-AMPS, BUT ADJUSTABLE OR REPLACABLE TO 800-AMPS.

Circuit Notes:



FAULT CURRENT TABLE

PANEL NAME	PANEL SCCR	CALCULATED FAULT CURRENT
MSB	25,000 AIC	15,940 AIC
HM1	25,000 AIC	15,743 AIC
HL1	25,000 AIC	15,509 AIC
LDB	22,000 AIC	12,391 AIC
LM1	22,000 AIC	11,995 AIC
LP1	22,000 AIC	11,995 AIC
LP2	22,000 AIC	11,995 AIC

1 POWER ONE-LINE - SPLASH PAD

N.T.S.

PROFESSIONAL ENGINEER LICENSED STATE OF IDAHO RYAN JOSEPH CUNNINGHAM

MW Engineers
601 W Front Ave, Ste 1500
Spokane, WA 99201, USA
360.838.3070
mwengineers.com

TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION

DATE

REVISIONS

#

ONELINE DIAGRAMS - ELECTRICAL

DWN BY: NBH
CHK BY: DJC
SCALE: 12" = 1'-0"
DATE: 05/01/24

E50

Branch Panel: HL1 (E)

Location: STOR-1 A108-1 | **Volts:** 480/277 Wye | **A.I.C. Rating:** SEE FAULT TABLE
Supply From: MSB | **Phases:** 3 | **Bus Rating:** 250 A
Mounting: Surface | **Wires:** 4 | **Mains:** MLO
Enclosure: Type 1

CKT	Amp	ø	Cat	Notes	Load Name	A	B	C	A	B	C	Load Name	Notes	Cat	ø	Amp	CKT
1	100	3	Po...		INV-1	0			0			Spare	--	--	1	20	2
3	--	--	--	--	--		0			0		Spare	--	--	1	20	4
5	--	--	--	--	--			0			0	Spare	--	--	1	20	6
7	20	1	--	--	Spare	0			1860			Lighting Courts (Grids 4-5)		Lig...	1	20	8
9	20	1	--	--	Spare		0			2476		Lighting Courts (Grids 5-6)		Lig...	1	20	10
11	20	1	--	--	Spare			0			3714	Lighting Courts (Grids 6-8)		Lig...	1	20	12
13	20	1	Lig...		EM Lighting Room A112, A105, A104, A113,...	537			3714			Lighting Courts (Grids 8-10)		Lig...	1	20	14
15	20	1	Lig...		EM Lighting Room A102, A101		1821				3714	Lighting Courts (Grids 10-12)		Lig...	1	20	16
17	20	1	Lig...		EM Lighting South, West, and North Walkways			500			3714	Lighting Courts (Grids 12-14)		Lig...	1	20	18
19	20	1	Lig...		EM Lighting Courts (Grids 1-3)	1354					3714	Lighting Courts (Grids 14-16)		Lig...	1	20	20
21	20	1	Lig...		EM Lighting Courts (Grids 3-5)		3098			1860		Lighting Courts (Grids 16-17)		Lig...	1	20	22
23	20	1	Lig...		EM Lighting Courts (Grids 6-9)			2476			2992	Lighting SKATE PARK		Lig...	1	20	24
25	20	1	Lig...		EM Lighting Courts (Grids10-13)	2476			1870			Lighting SKATE PARK		Lig...	1	20	26
27	20	1	Lig...		EM Lighting Courts (Grids 14-17)		3098			0		Spare	--	--	1	20	28
29	20	1	--	--	Spare			0			0	Spare	--	--	1	20	30
31	20	1	--	--	Spare	0			0			Spare	--	--	1	20	32
33	20	1	--	--	Spare		0			0		Spare	--	--	1	20	34
35	20	1	--	--	Spare			0			0	Spare	--	--	1	20	36
37	20	1	--	--	Spare	0			0			Spare	--	--	1	20	38
39	20	1	--	--	Spare		0			0		Spare	--	--	1	20	40
41	20	1	--	--	Spare			0			0	Spare	--	--	1	20	42
						14440 VA		15038 VA			13279 VA						
						53 A		55 A			48 A						

ADDED LOAD

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting	42739 VA	125.00%	53423 VA		
				Total Conn. Load:	42739 VA
				Total Est. Demand:	53423 VA
				Total Conn. Current:	51 A
				Total Est. Demand Current:	64 A

General Notes:

Circuit Notes:

Branch Panel: LM1 (E)

Location: STOR-1 A108-1 | **Volts:** 120/208 Wye | **A.I.C. Rating:** SEE FAULT TABLE
Supply From: LDB | **Phases:** 3 | **Bus Rating:** 225 A
Mounting: Surface | **Wires:** 4 | **Mains:** MLO
Enclosure: Type 1

CKT	Amp	ø	Cat	Notes	Load Name	A	B	C	A	B	C	Load Name	Notes	Cat	ø	Amp	CKT
1	20	2	HV...		HVAC CF-1	915			3026			HVAC HP-1		HV...	2	60	2
3	--	--	--	--	--		915			3026		--	--	--	--	--	4
5	20	2	HV...		HVAC CF-2			915			1264	HVAC ERV-1		HV...	2	20	6
7	--	--	--	--	--	915			1264			--	--	--	--	--	8
9	20	2	HV...		HVAC CF-3		915			1170		HVAC AHU-2		HV...	2	20	10
11	--	--	--	--	--			915			1170	--	--	--	--	--	12
13	20	2	HV...		HVAC CF-4	915			0			Spare	--	--	2	20	14
15	--	--	--	--	--		915			0		--	--	--	--	--	16
17	20	2	HV...		HVAC CF-5			915			478	HVAC RISER A110 HWRP-1		HV...	2	20	18
19	--	--	--	--	--	915			478			--	--	--	--	--	20
21	20	2	HV...		HVAC CF-6		915			456		HVAC COURTS A103 DF-1		HV...	1	20	22
23	--	--	--	--	--			915			1801	HVAC RISER A110 AC-1		HV...	3	20	24
25	60	2	Motor	1	Motor PPS -P	3536			1801			--	--	--	--	--	26
27	--	--	--	--	--		3536			1801		--	--	--	--	--	28
29	20	2	Mis...	1	Miscellaneous SPC-1			520			0	Spare	--	--	1	20	30
31	--	--	--	--	--	520			0			Spare	--	--	1	20	32
33	20	1	Mis...	1	Miscellaneous FS-1		240			0		Spare	--	--	1	20	34
35	20	1	--	--	Spare			0			0	Spare	--	--	1	20	36
37	20	1	--	--	Spare	0			0			Spare	--	--	1	20	38
39	20	1	--	--	Spare		0			0		Spare	--	--	1	20	40
41	20	1	--	--	Spare			0			0	Spare	--	--	1	20	42
						14287 VA		13891 VA			8894 VA						
						125 A		122 A			74 A						

ADDED LOAD

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
HVAC	28719 VA	100.00%	28719 VA		
Miscellaneous	1280 VA	100.00%	1280 VA	**Total Conn. Load:**	37071 VA
Motor	7072 VA	125.00%	8840 VA	**Total Est. Demand:**	38839 VA
				Total Conn. Current:	103 A
				Total Est. Demand Current:	108 A

General Notes:

Circuit Notes:

1. PROVIDE GFCI BREAKER FOR SPLASH PAD CIRCUIT.

NOTES:
1. Contractor shall verify ceiling type prior to ordering. Supply appropriate mounting hardware.
2. Fixture may require chain and/or unistrut for mounting.
3. Bottom of fixture shall hang down 4'-3" from structure. Mounting points shall land on purlins.
4. Center fixture horizontally over mirror. See architectural elevations for mounting height.
5. Wall mount fixture at 9'-0" AFF on center.
6. Bottom of fixture shall hang at 20'-0" AFF.
7. Provide flush mount concrete pole base.
8. Locate remote driver in discreet but acessible location.
9. Locate fixture just below building signage and aim fixture up and back towards lettering.
10. Lights shall be upgraded to LED and located on existing poles.
11. All conduit shall be concealed on top of roof sheathing.

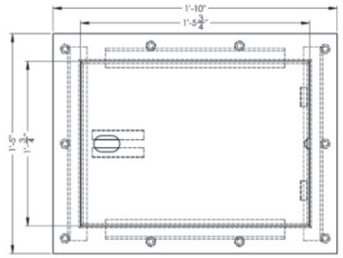
LIGHTING FIXTURE SCHEDULE - SPLASH PAD - ALTERNATE #9

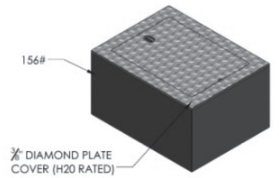
Type	Description	Lamp	VA	Ballast Voltage	Manufacturer	Model #	Notes
X2	Illuminated Bollard	LED	10 VA	277 V	Bega	77753-K4-FINISH BY ARCHITECT	7

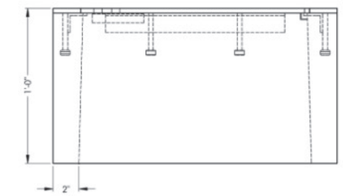
GENERAL EQUIPMENT SCHEDULE - ELECTRICAL - SPLASH PAD

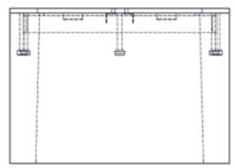
EQUIPMENT SPECIFIC NOTES:
1. INDICATED HEIGHTS ARE FOR REFERENCE ONLY. REFER TO AV AND ARCHITECTURAL DRAWINGS FOR FINAL EQUIPMENT HEIGHTS AND LOCATIONS.
2. DIVISION 26 SHALL PROVIDE AND INSTALL ELECTRICAL PROVISIONS AS SCHEDULED.

Equipment Name	Description	Voltage	Phase	HP	Amps	kVA	Starter	Disconnect	Fuse Size	# of Sets	Conduit Size	Wire Size/Qty (AWG)	Panel	Circuit Number	Notes
FS-1	FLOAT SWITCH	120 V	1	--	2 A	0.240 kVA	--	--	--	1	1"	2#12+1#12G	LM1	33	
PPS-P	PPS ATLAS PUMP (SUBMERSED)	208 V	1	5 HP	34 A	7.072 kVA	--	2P-60A	50A	1	2"	3#4+1#8G	LM1	25,27	
SPC-1	SPLASH PAD CONTROLLER	208 V	1	--	5 A	1.040 kVA	--	2P-30A	15A	1	1"	3#10+1#10G	LM1	29,31	









REINFORCEMENT:

1. 7 GA WELDED WIRE MESH
2. 3/8 NELSON STUDS
3. PENTA BOLT LOCKING

1 HAND-HOLE
N.T.S.

PROFESSIONAL ENGINEER LICENSED STATE OF IDAHO JOHN JOSEPH CUNNINGHAM

MW Engineers
601 W Bannock St, Ste 1500
Boise, ID 83702 (208) 629-7900
mwengineers.com

TRAVERS PARK
PLAYGROUND & SPLASH
PAD CONSTRUCTION

#	REVISIONS	DATE

SCHEDULES & DETAILS - ELECTRICAL

DWN BY: NBH
CHK BY: DJC
SCALE: 12" = 1'-0"
DATE: 05/01/24

E60

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Sandpoint
City Clerk
1123 Lake Street
Sandpoint, ID 83864

1.02 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—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of: cash, a certified check, cashier's check, or a Bid bond (on the form attached) issued by a surety meeting the requirements of the General Conditions.;

B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the General Contract;

C. State of Idaho Public Works Contractor's License No.: PWC-C-14560-U-3-5;

ARTICLE 3—BID FORM

3.01 BASE BID AND ALTERNATES

A. Bidder will perform the following Work at the indicated unit prices:

BID SCHEDULE A – BASE BID: AS INDICATED ON THE DRAWINGS AND SPECIFICATIONS

Item No.	Description	Unit	Estimated Quantity	Bid Price
1	Mobilization	LS	1	$ 6,000.00
2	Clearing and Grubbing	LS	1	$ 23,000.00
3	Temporary Facilities and Controls, Tree Protection	LS	1	$ 6,000.00

4	Site Work, Grading, Utilities, Earthwork, Site Prep, Site Drainage, Structures, and Chain Link Fence	LS	1	$ 195,000.00
5	Electrical: including but not limited to connection to splash pad controller and conduit.	LS	1	$ 23,000.00
6	Hardscape: concrete, walks, splash pad, play area curbs	LS	1	$ 128,000.00
7	Asphalt Paving: includes subgrade, base and paving	LS	1	$ 12,000.00
8	Playground Equipment Installation	LS	1	$ 63,000.00
9	Playground Protective Surfacing including base rock and preparation	LS	1	$ 322,000.00
10	Irrigation, Soil Preparation, Planting and Irrigation	LS	1	$ 88,000.00
11	Closeout	LS	1	$ 3,000.00
12	Bonding and Permitting	LS	1	$ 12,000.00
	TOTAL OF BID SCHEDULE A			$ 881,000.00

BID SCHEDULE B – ADDITIVE ALTERNATIVES (SEE DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION).

Item No.	Description	Unit	Estimated Quantity	Bid Price
1	Additional Splash Pad Elements	LS	1	$ 34,000.00
2	Splash Pad Irrigation Booster Pump	LS	1	$ 70,000.00
3	North Hill – Berm, Asphalt Path, Plaza, and installation of Owner Furnished / Contractor Installed Freenotes Harmony Park Butterfly Elements.	LS	1	$ 15,000.00

4	North Hill Embankment Boulder Construction, Slide (Owner Furnished/Contractor Installed) Installation, curb, and playground protective surfacing.	LS	1	$ 21,000.00
5	ID Sculpture Play Equipment Installation including footing (Owner Furnished, Contractor Installed)	LS	1	$ 14,000.00
6	Poured In Place Playground Safety Surfacing including base rock and preparation	LS	1	$ 13,000.00
7	Sodded Turf Grass	LS	1	$ 3,000.00
8	Concrete Paving	LS	1	$ 3,000.00
9	Lights, Bases and Electrical	LS	1	$ 6,000.00
			TOTAL OF BID SCHEDULE B	$ 179,000.00

SEE SECTION 012300 – ALTERNATES FOR ADDITIONAL INFORMATION.

B. Bidder acknowledges that:

1. Each Bid Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item,
2. each Bid Unit Price includes all applicable taxes and fees, and
3. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that all items included in Base Bid and Additive Alternatives, if awarded, will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. 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.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
NO. 1	5.15.2024
NO. 2	5.17.2024

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

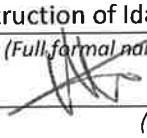
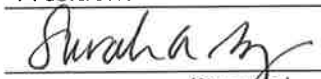
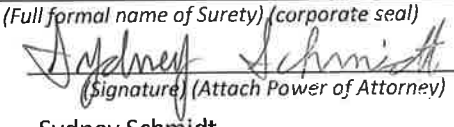
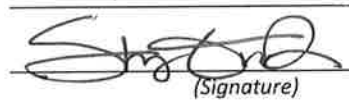
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
    a. 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.
    b. 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.
    c. 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.
    d. 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.

BID BOND (PENAL SUM FORM)

Bidder Name: Ginno Construction of Idaho, Inc. Address *(principal place of business)*: 3893 N Schreiber Way Coeur d' Alene, ID 83815	**Surety** Name: Fidelity and Deposit Company of Maryland Address *(principal place of business)*: 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056
Owner Name: City of Sandpoint Address *(principal place of business)*: 1123 Lake Street Sandpoint, ID 83864	**Bid** 24-5300-2 TRAVERS PARK PLAYGROUND & SPLASH PAD CONSTRUCTION Bid Due Date: **May 22, 2024**
Bond Penal Sum: Five Percent of the Total Amount Bid (5%) Date of Bond: May 22, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Ginno Construction of Idaho, Inc. *(Full formal name of Bidder)* By:  *(Signature)* Name: Rich Wells *(Printed or typed)* Title: President Attest:  *(Signature)* Name: Sarah A. Priddy *(Printed or typed)* Title: Witness	Surety Fidelity and Deposit Company of Maryland *(Full formal name of Surety) (corporate seal)* By:  *(Signature) (Attach Power of Attorney)* Name: Sydney Schmidt *(Printed or typed)* Title: Attorney-in-Fact Attest:  *(Signature)* Name: Shelby Groth *(Printed or typed)* Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) 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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint H. Keith MCNALLY, Chris LARSON, Erin L. REPP, WM DINNEEN, Sydney SCHMIDT, Travis LONG, Shelby GROTH of Spokane, Washington, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 22nd day of November, A.D. 2023.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 22nd day of November, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of May, 2024.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CONSTRUCTION MANAGER

012890
License Number

08/21/2014
Original License Issued

This is to certify that

C. RICHARD WELLS

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate.

This license expires: 08/31/2024

Licensee Signature

Russell Barron, Administrator

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address	Classification	License Number
KAESTNER ELECTRIC DALTON GARDENS, ID 83815	ELECT.	PWC-C-10718-AAA-4

NOTES TO USER

1. This form must be included for all bids.

BIDDER hereby submits this Bid as set forth above:

Bidder: Ginno Construction of Idaho, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Rich Wells
(typed or printed)

Title: President
(typed or printed)

Date: 5.22.24
(typed or printed)

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

Attest: _____
(individual's signature)

Name: Sarah A. Priddy
(typed or printed)

Title: Witness
(typed or printed)

Date: 5.22.24
(typed or printed)

Address for giving notices:
3893 N. Schreiber Way
Coeur d'Alene, ID 83815

Bidder's Contact:

Name: Kyle Wells
(typed or printed)

Title: Project Manager
(typed or printed)

Phone: 208.667.5560

Email: kyle@ginnoconstruction.com

Address:
3893 N. Schreiber Way
Coeur d'Alene, ID 83815

Bidder's Contractor License No.: (if applicable) RCE-1067

AGENDA REPORT

City Council Meeting

TODAY'S DATE: May 24, 2024

MEETING DATE: June 5, 2024

TO: Mayor and City Council

FROM: Jason Welker, Community Planning & Development Director

SUBJECT: Proposal to Amend Sandpoint City Code 7-5-3(A) and 5-4-5(A) to allow off-leash dogs at City Beach for a limited controlled effort at waterfowl mitigation.

DESCRIPTION/BACKGROUND:

This report presents a proposal to amend Sandpoint City Codes 7-5-3(A) and 5-4-5(A) to allow off-leash dogs at City Beach specifically for waterfowl mitigation purposes. This amendment aims to address the growing issue of waterfowl population control at City Beach. Allowing city-sanctioned groups of dogs and their handlers to be off-leash on a limited basis is intended to naturally deter waterfowl, thereby reducing health hazards, beach contamination, and maintenance costs associated with waterfowl waste.

The presence of large numbers of waterfowl, particularly geese, at City Beach has led to significant challenges. Their droppings create unsanitary conditions, and their aggressive behavior can be problematic for beachgoers. Traditional methods of controlling waterfowl populations have proven to be either insufficient or overly invasive. Utilizing off-leash dogs in a controlled manner is a non-lethal and effective method that many communities have successfully implemented to manage waterfowl populations.

STAFF RECOMMENDATION:

Staff recommends amending Sandpoint City Code 7-5-3(A) as follows:

Current ordinance language:

"No dogs shall be allowed on the Sandpoint City Beach property, except as provided under Sandpoint City Code 5-4-5, and as follows:

1. Service dogs under constant control of their owner; and
2. Dogs utilized by the City for the purpose of controlling waterfowl."

Proposed amendment:

1. Service dogs under constant control of their ~~owner~~ handler; and

Proposed additional exception:

3. Dogs allowed off-leash for waterfowl control as part of city-sanctioned groups. Handlers must have an off-leash permit applied for and in possession and ensure dogs are under voice control at all times. All waste must be promptly removed by the handlers.

City Code 5-4-5(A) also requires amendment:

Current ordinance language:

3. Leash Law: No dog, whether licensed or not, shall be, or remain upon any public street or alley within the City, or any public place therein, or upon any premises other than the premises of the person who owns, harbors, keeps, possesses or has custodial care of the dog, unless the dog is maintained on a "leash" as heretofore defined, with the following exceptions:
    a. Police dogs, in connection with lawful police work, so long as under adequate voice or other control of an authorized law enforcement officer.
    b. Any dog being used and trained for search and rescue operations, under such conditions as may be reasonably necessary in the particular circumstances.
    c. Any licensed dog at large on private property with the express permission of the owner of the property.

Proposed additional exception:

    d. Dogs off-leash in designated areas of public property where dogs are allowed to be off-leash provided that the dogs are under adequate voice control of the owner or handler, and the owner or handler carries a leash and is prepared to restrain the dog if necessary. The specific conditions under which dogs are allowed off-leash, including times, locations, and any additional rules or regulations, shall be as established and posted by the City. Off-leash permits must be applied for and in possession of the handler.

Considerations:

1. Public Safety and Health: Owners must ensure that their dogs are well-behaved and do not pose a risk to other early-morning beach users.
2. Environmental Impact: Regular presence of dogs may help to naturally deter waterfowl without causing harm to the birds.
3. Community Support: Feedback from the community should be considered to gauge support and address any concerns.

Amending the ordinance to allow for off-leash dogs at City Beach for waterfowl control presents a practical solution to a persistent problem. This approach is humane, cost-effective, and aligns with best practices used in other municipalities. The Council is requested to review the proposed amendment and consider its adoption.

ACTION: Staff asks City Council to approve the amendment to Sandpoint City Code 7-5-3(A) and 5-4-5(A) to allow city-sanctioned groups of dogs and their handlers to be off-leash at City Beach for waterfowl control, with the requirement of an off-leash permit.

WILL THERE BE ANY FINANCIAL IMPACT? NO

HAS THIS ITEM BEEN BUDGETED? N/A

ATTACHMENTS:

Proposed ordinance amending City Code 7-5-3(A)

Proposed ordinance amending City Code 5-4-5(A)

SANDPOINT

Off-Leash Dog Permit Application for Waterfowl Mitigation at City Beach

Applicant Information

Name: _____

Address: _____

Phone Number: _____

Email: _____

Dog Information

Dog Name: _____

Breed: _____

Age: _____

License Number: _____

Vaccination Records Attached:

☐ Yes

☐ No

Handler Information (if different from applicant)

Name: _____

Address: _____

Phone Number: _____

Email: _____

City-Sanctioned Group Information

If you are requesting this permit as part of a city-sanctioned effort at goose mitigation at City Beach, please indicate the group organizer and contact info below.

Group Name: _____

Group Leader: _____

Contact Information: _____

Permit Details

1. Purpose of Permit: To allow the handler and dog(s) to participate in city-sanctioned waterfowl mitigation efforts at City Beach.
2. Duration of Permit:

   □ Single Event (Specify Date: _____)

   □ Date range: Start date _____ End date _____

   □ Annual: Start date _____ End date _____

3. Proof of Participation: Please provide documentation or a letter from the city-sanctioned group verifying your participation in waterfowl mitigation activities.

Agreement and Certification

By signing this application, I certify that:

1. I have read and understood the Sandpoint City Code 7-5-3(A) and 5-4-5(A) regarding off-leash dogs for waterfowl mitigation.
2. I will ensure that my dog(s) is/are under voice control at all times while off-leash.
3. I will carry a leash and be prepared to restrain my dog(s) if necessary.
4. I will promptly remove and properly dispose of all dog waste.
5. I will comply with all additional rules and regulations established and posted by the City.

Signature of Applicant: _____

Date: _____

For Office Use Only

Application Received By: _____

Date: _____

Permit Approved By: _____

Date: _____

Permit Number: _____

Notes:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 7, CHAPTER 5, SECTION 3-A, BEACH RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the presence of large numbers of waterfowl at City Beach has created unsanitary conditions and aggressive behavior that negatively impact beachgoers;

WHEREAS, traditional methods of waterfowl control have proven to be either insufficient or overly invasive;

WHEREAS, allowing off-leash dogs at City Beach has been identified as a humane, cost-effective, and non-lethal method to naturally deter waterfowl;

WHEREAS, Sandpoint City Code 7-5-3-A currently prohibits dogs on Sandpoint City Beach property with limited exceptions; and

WHEREAS, the City Council finds it in the best interest of public health, safety, and welfare to amend Sandpoint City Code 7-5-3-A to permit off-leash dogs at City Beach under certain, City-permitted conditions for the purpose of controlling waterfowl.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Sandpoint:

ORDINANCE SECTION 1 – AMENDMENT TO CITY CODE 7-5-3-A

Sandpoint City Code 7-5-3-A is hereby amended with the addition of a third exception, as follows:

7-5-3: BEACH RULES AND REGULATIONS:

A. No dogs shall be allowed on the Sandpoint City Beach property, except as provided under Sandpoint City Code 5-4-5~~,~~ and as follows:
   1. Service dogs under constant control of their ~~owner~~handler;~~ and~~
   2. Dogs utilized by the ~~C~~city for the purpose of controlling waterfowl; and
   3. Dogs allowed off-leash for waterfowl control as part of city-sanctioned groups. Handlers must be in possession of an off-leash permit issued by the city and ensure that dogs are under voice control at all times. All waste must be promptly removed by the handlers.

ORDINANCE SECTION 2 - REPEAL AND SEVERABILITY

A. Any provision of the *Sandpoint City Code* found to be inconsistent with this Ordinance is hereby repealed.

ORDINANCE NO. ____

B. Should any provision of this Ordinance be deemed unlawful or unconstitutional, such finding shall not affect the remaining provisions of this Ordinance.

ORDINANCE SECTION 3 – PUBLICATION AND EFFECTIVE DATE:

This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED AS AN ORDINANCE OF THE CITY OF SANDPOINT, IDAHO, AT A REGULAR SESSION OF THE SANDPOINT CITY COUNCIL ON _____, 2024.

_____
Jeremy Grimm, Mayor

Attest: _____
Melissa Ward, City Clerk

SUMMARY OF CITY OF SANDPOINT
ORDINANCE NO. ____
Off-Leash Dogs at City Beach for Waterfowl Control

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 7, CHAPTER 5, SECTION 3-A, BEACH RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Following is a summary of the provisions of Ordinance No. ____.

Ordinance Section 1 amends Sandpoint City Code Title 7, Chapter 5, Section 3-A to add an exception to the prohibition of dogs at City Beach, permitting off-leash dogs for waterfowl control as part of City-sanctioned groups under certain conditions and a permit issued by the City.

Ordinance Sections 2 and 3 provide for repeal and severability, publication and an effective date.

This publication is a summary of the full Ordinance and is being published pursuant to Idaho Code Section 50-901A. This ordinance was passed and approved upon a proper roll call vote and duly enacted at a properly-noticed session of the Sandpoint City Council, held _____, 2024. The full text of the Ordinance is on file with the Sandpoint City Clerk and will be promptly provided during regular hours to any citizen on personal request.

Published once in the Legals section of the Bonner County Daily Bee on _____, 2024.

STATEMENT OF LEGAL ADVISOR

I, Zachary Jones, legal advisor for the City of Sandpoint, Idaho, have examined the summary of the ordinance to be presented to the Sandpoint City Council on June 5, 2024, proposing to amend Sandpoint City Code Title 7, Chapter 5, Section 3-A, and find it to be a true and complete summary of said ordinance, providing adequate notice to the public of the contents thereof.

Zachary Jones
City of Sandpoint Legal Advisor

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 5, CHAPTER 4, SECTION 5-A-3, LEASH LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Sandpoint recognizes the importance of providing designated areas where dogs can exercise and socialize off-leash;

WHEREAS, the City aims to balance the needs of dog owners with the safety and enjoyment of all residents and visitors using public spaces; and

WHEREAS, it is necessary to establish specific conditions under which dogs are allowed off-leash to ensure responsible pet ownership and the safety of all park users.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Sandpoint:

ORDINANCE SECTION 1 – AMENDMENT TO CITY CODE 5-4-5-A-3

Sandpoint City Code 5-4-5-A-3 is hereby amended with the addition of a fourth exception, as follows:

3. Leash Law: No dog, whether licensed or not, shall be, or remain upon any public street or alley within the City, or any public place therein, or upon any premises other than the premises of the person who owns, harbors, keeps, possesses, or has custodial care of the dog, unless the dog is maintained on a "leash" as heretofore defined, with the following exceptions:
    a. Police dogs, in connection with lawful police work, so long as under adequate voice or other control of an authorized law enforcement officer.
    b. Any dog being used and trained for search and rescue operations, under such conditions as may be reasonably necessary in the particular circumstances.
    c. Any licensed dog at large on private property with the express permission of the owner of the property.
    d. Dogs off-leash in designated areas of public property where dogs are allowed to be off-leash provided that the dogs are under adequate voice control of the owner or handler, and the owner or handler carries a leash and is prepared to restrain the dog if necessary. The specific conditions under which dogs are allowed off-leash, including times, locations, and any additional rules or regulations, shall be as established and posted by the City. Off-leash permits must be applied for and in possession of the handler.

ORDINANCE SECTION 2 - REPEAL AND SEVERABILITY

ORDINANCE NO. ____

A. Any provision of the *Sandpoint City Code* found to be inconsistent with this Ordinance is hereby repealed.

B. Should any provision of this Ordinance be deemed unlawful or unconstitutional, such finding shall not affect the remaining provisions of this Ordinance.

ORDINANCE SECTION 3 – PUBLICATION AND EFFECTIVE DATE:

This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED AS AN ORDINANCE OF THE CITY OF SANDPOINT, IDAHO, AT A REGULAR SESSION OF THE SANDPOINT CITY COUNCIL ON _____, 2024.

_____
Jeremy Grimm, Mayor

Attest: _____
Melissa Ward, City Clerk

SUMMARY OF CITY OF SANDPOINT
ORDINANCE NO. ____
Leash Law Exceptions

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 5, CHAPTER 4, SECTION 5-A-3, LEASH LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Following is a summary of the provisions of Ordinance No. ____.

Ordinance Section 1 amends Sandpoint City Code Title 5, Chapter 4, Section 5-A-3, to add an exception to the City's dog leash law, providing for dogs off-leash in designated areas on public property under certain conditions, including times, locations, and any additional rules or regulations, established and posted by the City, and by possession of an off-leash permit issued by the City.

Ordinance Sections 2 and 3 provide for repeal and severability, publication and an effective date.

This publication is a summary of the full Ordinance and is being published pursuant to Idaho Code Section 50-901A. This ordinance was passed and approved upon a proper roll call vote and duly enacted at a properly-noticed session of the Sandpoint City Council, held _____, 2024. The full text of the Ordinance is on file with the Sandpoint City Clerk and will be promptly provided during regular hours to any citizen on personal request.

Published once in the Legals section of the Bonner County Daily Bee on _____, 2024.

STATEMENT OF LEGAL ADVISOR

I, Zachary Jones, legal advisor for the City of Sandpoint, Idaho, have examined the summary of the ordinance to be presented to the Sandpoint City Council on June 5, 2024, proposing to amend Sandpoint City Code Title 5, Chapter 4, Section 5-A-3, and find it to be a true and complete summary of said ordinance, providing adequate notice to the public of the contents thereof.

Zachary Jones
City of Sandpoint Legal Advisor

AGENDA REPORT

City Council Meeting

TODAY'S DATE: May 28, 2024

MEETING DATE: June 5, 2024

TO: Mayor and City Council

FROM: Jason Welker, Community Planning & Development Director

SUBJECT: Proposed Amendment to Sandpoint City Code Section 5-4-5(B): Allowing Dogs On-Leash on the Sports Complex Pathway Year-Round

DESCRIPTION/BACKGROUND:

The purpose of this staff report is to propose an amendment to Sandpoint City Code Section 5-4-5(B) to allow dogs to be on-leash on the Sports Complex Pathway, which includes Travers Park, Centennial Park, and Great Northern Park, year-round.

Currently, Sandpoint City Code Section 5-4-5(B) allows dogs on-leash on the Sports Complex Pathway only between September 15 and April 15 of each year. This restriction limits the ability of dog owners to use the pathway with their pets during the spring and summer months.

STAFF RECOMMENDATION:



Staff recommends amending Sandpoint City Code 5-4-5(B). The proposed amendment seeks to modify the language to permit dogs to be on-leash on the Sports Complex Pathway at all times throughout the year. This change aims to provide continuous access for dog owners while maintaining the safety and enjoyment of all park users.

The following language is proposed to be amended in Sandpoint City Code Section 5-4-5(B):

Current code language:

B. Dogs Allowed On Leash:
   1. Dogs are allowed on leash on all City rights-of-way and Windbag and City Beach Marinas must be under the control of their handler at all times.
   2. Dogs are allowed on leash in the following City parks with exclusions noted. They must be under control of their handler at all times. Children's playground areas, tennis, basketball, pickleball and volleyball courts are excluded, as well as sand beach areas, skate parks and inside the fence at War Memorial Field.
      a) Lakeview Park.
      b) Hickory Park.

c) Sports complex pathway (Travers, Centennial and Great Northern Parks). Dogs are permitted on the pathway September 15 - April 15 of each year but prohibited outside of the paved pathway.

Proposed amendment would modify part c) to the following:

c) Sports complex pathway (Travers, Centennial and Great Northern Parks). Dogs are permitted on the pathway year-round but prohibited outside of the paved pathway.

Allowing dogs to be on-leash on the Sports Complex Pathway year-round provides several benefits:

1. Promotes Healthy Lifestyles: Encourages physical activity for both dog owners and their pets throughout the entire year.
2. Enhances Recreation: Improves the usability and enjoyment of the Sports Complex Pathway for residents and visitors who own dogs.
3. Maintains Safety: Ensures dogs are under control, mitigating potential conflicts between park users and pets.

Community feedback has indicated strong support for more inclusive policies regarding dogs in public parks. Dog owners have expressed a desire for more opportunities to enjoy outdoor activities with their pets year-round.

ACTION: Staff asks City Council to adopt the proposed amendment to Sandpoint City Code Section 5-4-5(B), allowing dogs to be on-leash on the Sports Complex Pathway year-round.

WILL THERE BE ANY FINANCIAL IMPACT? NO

HAS THIS ITEM BEEN BUDGETED? N/A

ATTACHMENTS:

Draft resolution amending code 5-4-5(B) to allow dogs on-leash year-round on the Sport complex pathway

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 5, CHAPTER 4, SECTION 5-B-2, DOGS ALLOWED ON LEASH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Sandpoint recognizes the importance of providing accessible and inclusive public spaces for all residents and visitors;

WHEREAS, the current Sandpoint City Code Section 5-4-5-B allows dogs on-leash on the Sports Complex Pathway only between September 15 and April 15 of each year;

WHEREAS, the City aims to enhance the recreational experience for dog owners and ensure the safety and enjoyment of all park users;

WHEREAS, community feedback has indicated strong support for allowing dogs on-leash on the Sports Complex Pathway year-round; and

WHEREAS, it is necessary to amend the existing code to reflect this community desire and improve public amenities.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Sandpoint:

ORDINANCE SECTION 1 – AMENDMENT TO CITY CODE 5-4-5-B-2

Sandpoint City Code 5-4-5-B-2 is hereby amended with the addition of a fourth exception, as follows:

B. Dogs Allowed On Leash:
    1. Dogs are allowed on leash on all City rights-of-way and Windbag and City Beach Marinas must be under the control of their handler at all times.
    2. Dogs are allowed on leash in the following City parks with exclusions noted. They must be under control of their handler at all times. Children's playground areas, tennis, basketball, pickleball and volleyball courts are excluded, as well as sand beach areas, skate parks and inside the fence at War Memorial Field.
        a) Lakeview Park.
        b) Hickory Park.
        c) Sports complex pathway (Travers, Centennial and Great Northern Parks). Dogs are permitted on the pathway ~~September 15 - April 15 of each year~~year-round but prohibited outside of the paved pathway.

ORDINANCE SECTION 2 - REPEAL AND SEVERABILITY

A. Any provision of the *Sandpoint City Code* found to be inconsistent with this Ordinance is hereby repealed.

ORDINANCE NO. ____

B. Should any provision of this Ordinance be deemed unlawful or unconstitutional, such finding shall not affect the remaining provisions of this Ordinance.

ORDINANCE SECTION 3 – PUBLICATION AND EFFECTIVE DATE:

This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED AS AN ORDINANCE OF THE CITY OF SANDPOINT, IDAHO, AT A REGULAR SESSION OF THE SANDPOINT CITY COUNCIL ON _____, 2024.

_____
Jeremy Grimm, Mayor

Attest: _____
Melissa Ward, City Clerk

SUMMARY OF CITY OF SANDPOINT
ORDINANCE NO. ____
Dogs On-Leash on Sports Complex Pathway

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 5, CHAPTER 4, SECTION 5-B-2, DOGS ALLOWED ON LEASH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Following is a summary of the provisions of Ordinance No. ____.

Ordinance Section 1 amends Sandpoint City Code Title 5, Chapter 4, Section 5-B-2, to provide that dogs are allowed on-leash on the Sports Complex pathway year-round.

Ordinance Sections 2 and 3 provide for repeal and severability, publication and an effective date.

This publication is a summary of the full Ordinance and is being published pursuant to Idaho Code Section 50-901A. This ordinance was passed and approved upon a proper roll call vote and duly enacted at a properly-noticed session of the Sandpoint City Council, held _____, 2024. The full text of the Ordinance is on file with the Sandpoint City Clerk and will be promptly provided during regular hours to any citizen on personal request.

Published once in the Legals section of the Bonner County Daily Bee on _____, 2024.

STATEMENT OF LEGAL ADVISOR

I, Zachary Jones, legal advisor for the City of Sandpoint, Idaho, have examined the summary of the ordinance to be presented to the Sandpoint City Council on June 5, 2024, proposing to amend Sandpoint City Code Title 5, Chapter 4, Section 5-B-2, and find it to be a true and complete summary of said ordinance, providing adequate notice to the public of the contents thereof.

Zachary Jones
City of Sandpoint Legal Advisor

AGENDA REPORT

City Council Meeting

TODAY'S DATE: 5/28/2024

MEETING DATE: 6/5/2024

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Construction Manager

SUBJECT: Proposed Resolution: AUTHORIZING AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION'S ACTIVE TRANSPORTATION INFRASTRUCTURE INVESTMENT PROGRAM, SEEKING FUNDS FOR DESIGN OF THE DIVISION AVENUE CORRIDOR PROJECT – ***action item***

DESCRIPTION/BACKGROUND:

On February 3, 2021, City Council accepted (Resolution No. 21-0007) the Division Avenue Road Safety Audit (RSA). The report supplemented and informed the Multimodal Transportation Master Plan (MTMP), adopted on May 6, 2021 (Resolution No. 21-022). The MTMP provides that Division Avenue is classified as a Pedestrian Priority route. The MTMP's Capital Improvement Priorities include the Division Ave Corridor project, Attachment 1, intended to resolve the safety concerns identified in the RSA. This concept for Division Ave aims to improve pedestrian and bicycle access to schools, community destinations, and neighborhoods.

On September 7, 2022, City Council authorized acceptance of the Children Pedestrian Safety Program award to fund the first phase of the Division Avenue Corridor Improvement project. Construction of these improvements on the east side of Division Avenue, approximately between Superior Street and Highway 2, were completed in August of 2023.

On November 15, 2023, City Council authorized staff to submit a grant application of up to $250,000 to the LHTAC for the Children Pedestrian Safety Program to continue improvements of the eastern side of Division Avenue, between Superior Street and Pine Street. Funding award results are pending.

In November 2021, Congress passed the Infrastructure Investment and Jobs Act (Pub. L. 117-58), which increased funding for active transportation programs. The Federal Highway Administration (FHWA) administers a new competitive grant program created by Section 11529 of the Bipartisan Infrastructure Law (BIL) called the Active Transportation Infrastructure Investment Program (ATIIP). This program provides planning, design, and construction grants for connected trail networks and spine projects. Its goal is to accelerate local and regional plans to develop safe, connected, and convenient walking and biking routes to everyday destinations, and to bridge gaps between community trails.

The ATIIP has been allocated $45 million. The FHWA will select projects based on a competitive application process using criteria developed by the FHWA and Department of Transportation (DOT) priorities. There are two types of grants: Planning/Design grants and Construction grants. Planning/Design grant funds can be used for public engagement activities, planning studies, and engineering.

ATIIP grants must be obligated by a signed grant agreement with FHWA by September 30, 2026. The maximum award for Planning/Design projects is $2 million, with the federal share not exceeding 80% of the total project costs. A minimum local match of 20% is required.

STAFF RECOMMENDATION:

Authorize staff to submit an Active Transportation Infrastructure Investment Program grant of up to $1,200,000 to the U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA) for design of the Division Avenue Corridor Project.

ACTION:

Move to authorize staff to submit an Active Transportation Infrastructure Investment Program grant of up to $1,200,000 to the U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA) for design of the Division Avenue Corridor Project.

WILL THERE BE ANY FINANCIAL IMPACT? NO **HAS THIS ITEM BEEN BUDGETED?** N/A

ATTACHMENTS:

1. Proposed Resolution
2. Division Avenue Corridor Concept – Figures 18 & 19 of MTMP
3. ATIIP Notice of Funding Opportunity
4. Resolution 21-007 - Accepted Road Safety Audit for Division Ave

No: 24-
Date: June 5, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AUTHORIZING AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION'S ACTIVE TRANSPORTATION INFRASTRUCTURE INVESTMENT PROGRAM, SEEKING FUNDS FOR DESIGN OF THE DIVISION AVENUE CORRIDOR PROJECT

WHEREAS: On February 3, 2021, City Council accepted the Division Avenue Road Safety Audit (RSA) under Resolution 21-007, with the RSA supplementing and informing the Multimodal Transportation Master Plan (MTMP), adopted on May 6, 2021, under Resolution 21-022;

WHEREAS: The MTMP provides that Division Avenue is classified as a Pedestrian Priority route, where the Plan's Capital Improvement Priorities include the Division Avenue Corridor project, intended to resolve the safety concerns identified in the RSA and improve pedestrian and bicycle access to schools, community destinations, and neighborhoods;

WHEREAS: On September 7, 2022, City Council authorized acceptance of the Children Pedestrian Safety Program award to fund the first phase of the Division Avenue Corridor Improvement project, with construction of these improvements on the east side of Division Avenue, approximately between Superior Street and Highway 2, completed in August of 2023;

WHEREAS: On November 15, 2023, City Council authorized staff to submit a grant application of up to $250,000 through the Local Highway Technical Assistance Council (LHTAC) to the Children Pedestrian Safety Program for the purpose of funding continued improvements on the east side of Division Avenue, between Superior Street and Pine Street, with funding award results still pending;

WHEREAS: In November 2021, Congress passed the Infrastructure Investment and Jobs Act (Pub. L. 117-58), which increased funding for active transportation programs;

WHEREAS: The Federal Highway Administration (FHWA) administers a new competitive grant program, created by Section 11529 of the Bipartisan Infrastructure Law (BIL), called the Active Transportation Infrastructure Investment Program (ATIIP), which provides planning, design, and construction grants for connected trail networks and spine projects, with the goal of accelerating local and regional plans to develop safe, connected, and convenient walking and biking routes to everyday destinations and to bridge gaps between community trails;

WHEREAS: With $45 million allocated to the ATIIP, the FHWA will select projects based on a competitive application process using criteria developed by the FHWA and U.S. Department of Transportation (DOT) priorities, providing funding from Planning/Design grants and Construction grants, where Planning/Design grant funds are to be used for public engagement activities, planning studies, and engineering;

WHEREAS: ATIIP grants must be obligated by a signed grant agreement with FHWA by September 30, 2026, with a maximum award of $2 million for Planning/Design projects; and

WHEREAS: It is understood that the federal share cannot exceed 80% of the total project costs, with a minimum local match of 20% required.

NOW, THEREFORE, BE IT RESOLVED THAT: City staff is hereby authorized to submit an Active Transportation Infrastructure Investment Program grant application for up to $1,200,000 to the U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA) for design of the Division Avenue Corridor Project.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized to sign any and all documents necessary to apply for this funding.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

Figure 18 Proposed Division Avenue Cross Section at Non-Intersection Location

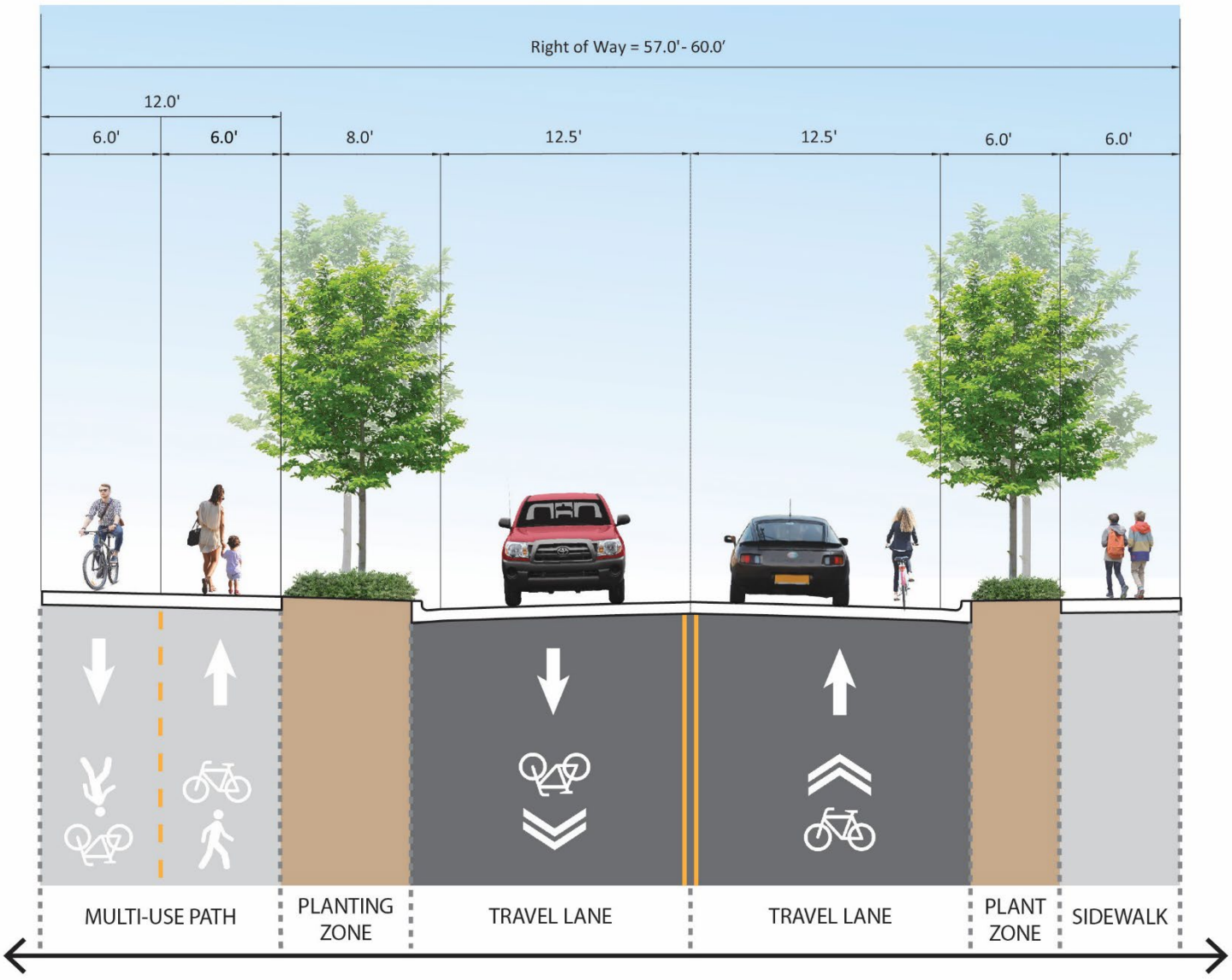
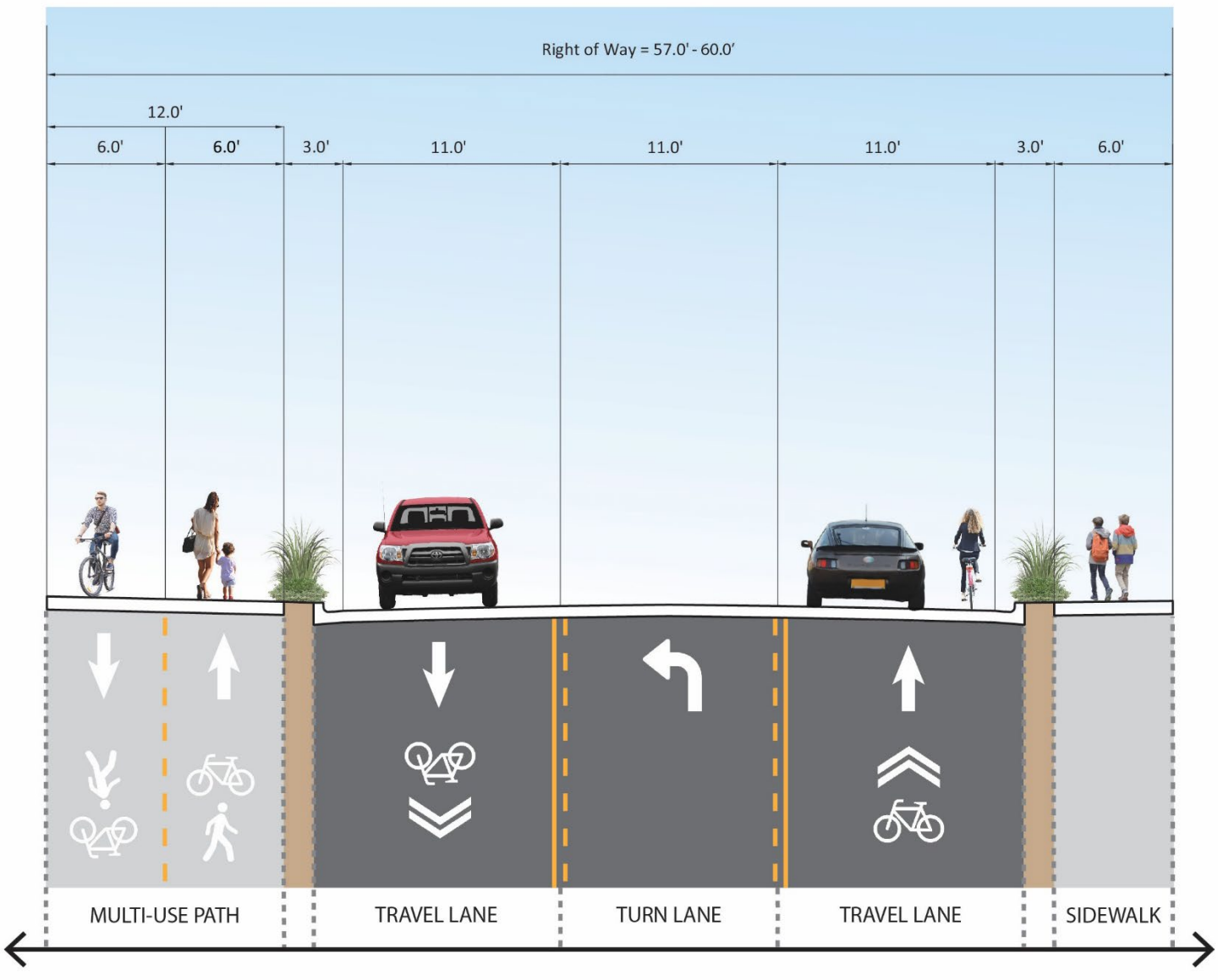


Figure 19 Proposed Division Avenue Cross Section at Intersection Location



U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration

Notice of Funding Opportunity for Fiscal Year 2023 Active Transportation Infrastructure Investment Program

AGENCY: U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA).

ACTION: Notice of Funding Opportunity

SUMMARY:

The purpose of this Notice of Funding Opportunity (NOFO) is to solicit applications for Fiscal Year (FY) 2023 Active Transportation Infrastructure Investment Program (ATIIP) grants and will result in the distribution of up to $44,550,000. The actual amount available to be awarded under this NOFO will be subject to the availability of funds.

Funds made available for FY 2023 for ATIIP are to be awarded on a competitive basis to construct eligible projects to provide safe and connected active transportation facilities in an active transportation network or active transportation spine. *See* Section 11529(a) of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58). This NOFO describes the application requirements, selection and evaluation criteria, applicable program and Federal requirements, and available technical assistance during the grant solicitation period.

DATES:

Applications must be submitted electronically through grants.gov no later than 11:59 p.m., Eastern Standard Time, on Monday, June 17, 2024 (the "application deadline"). Applicants are encouraged to submit applications in advance of the application deadline; however, applications will not be evaluated, and awards will not be made, until after the application deadline.

FHWA plans to conduct outreach regarding ATIIP in the form of a virtual meeting on Tuesday, April 9, 2024, at 11:00 a.m. Eastern Standard Time. To join the Webinar, and to get teleconference line information for the audio portion of the Webinar, follow the instructions posted on https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. The Webinar will be recorded and posted on FHWA's Website at https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. A Telephone Device for the Deaf (TDD) is available for individuals who are deaf or hard of hearing at (202) 366-3993.

There will be an additional virtual meeting for Tribal nations on Wednesday, April 10, 2024, at 9:00 a.m. Eastern Standard Time. To join the Webinar, and to get teleconference line information for the audio portion of the Webinar, follow the instructions posted on https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. The Webinar will be recorded and posted on FHWA's Website at

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. A Telephone Device for the Deaf (TDD) is available for individuals who are deaf or hard of hearing at (202) 366-3993.

ADDRESSES:

Applications must be submitted electronically through grants.gov. Refer to Catalog of Federal Domestic Assistance Number: 20.205.

FOR FURTHER INFORMATION CONTACT:

Kenan Hall
Agreement Specialist
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-366-1533

Alternate:

Hector Santamaria
Agreement Officer/Team Leader
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-493-2402

Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Standard Time, Monday through Friday, except Federal holidays.

FHWA will not review applications in advance, but FHWA staff are available for general questions about ATIIP and this NOFO. FHWA will not provide technical assistance for specific applications, including providing guidance on how to address any information that should be included in an application. However, FHWA will respond to, and publicly post, questions received about this NOFO; the deadline to submit technical questions and requests for clarification is Friday, May 3, 2024. FHWA intends to post answers to questions and requests for clarification at https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/ and on FHWA's BIL Guidance Website at Bipartisan Infrastructure Law – Guidance | Federal Highway Administration (dot.gov). To ensure applicants receive accurate information about eligibility or the program, each applicant is encouraged to contact FHWA directly, rather than through intermediaries or third parties, with questions.

SUPPLEMENTARY INFORMATION:

Each section of this NOFO contains information and instructions relevant to the application process for ATIIP grants. The applicant should read this NOFO in its entirety so that they have the information they need to submit eligible and competitive applications.

Table of Contents

SECTION	TITLE	PAGE
A	PROGRAM DESCRIPTION	4
B	FEDERAL AWARD INFORMATION	7
C	ELIGIBILITY INFORMATION	9
D	APPLICATION AND SUBMISSION INFORMATION	12
E	APPLICATION REVIEW INFORMATION	24
F	FEDERAL AWARD ADMINISTRATION INFORMATION	35
G	FEDERAL AWARDING AGENCY INFORMATION	39
H	OTHER INFORMATION	40

This NOFO contains collection of information requirements subject to the Paperwork Reduction Act. The use of Standard Forms (SF) 424, 424A, 424B, 424C, 424D, and SF-LLL has been approved by the Office of Management and Budget (OMB) under 2105-0520. Notwithstanding any other provision of law, no person is required to respond to, nor shall any person be subject to a penalty for failures to comply with, a collection of information subject to the Paperwork Reduction Act, unless that collection displays a currently valid OMB control number.

FHWA uses www.grants.gov for receipt of all applications. Applicants must register and use the system to submit applications electronically. Applicants are encouraged to register in advance of the submission deadline and to register to receive notifications of updates/amendments to this NOFO. Approval of user registrations for the site may take multiple weeks. It is the Applicant's responsibility to monitor the grants.gov site for any updates/amendments to this NOFO.

A. Program Description

1. Overview

Section 11529 of BIL established ATIIP to provide discretionary grants to eligible entities to plan, design, and construct eligible projects that provide safe and connected active transportation infrastructure in an active transportation network or active transportation spine (BIL § 11529(a)).

Active transportation networks are facilities built for active transportation, including sidewalks, bikeways, and pedestrian and bicycle trails, that connect between destinations within a community or metropolitan region (BIL § 11529(l)(2)). An active transportation network can include a sidewalk network, bike lane network, or shared use path network within a community and must connect between destinations within a community or metropolitan region, such as by connecting neighborhoods and residences to high-demand destinations like schools, workplaces, commercial centers, recreation areas, medical centers, or other community areas.

Active transportation spines are facilities built for active transportation, including sidewalks, bikeways, and pedestrians and bicycle trails, that connect between communities, metropolitan regions, or States (BIL § 11529(l)(3)). An active transportation spine can include a rail trail or rail-with-trail, walking path, or bike route and must connect between two or more communities, metropolitan regions, or States. An active transportation spine can be considered a backbone or primary active transportation route through a particular area or region.

Active transportation means mobility options that are powered primarily by human energy (BIL § 11529(l)(1)). These include bicycling and walking and may include, depending on whether the activity is powered primarily by human energy, scooting, skating, or using wheelchairs and other mobility devices. While active transportation does not include electric micromobility options that are not powered primarily by human energy (e.g., e-scooters or certain e-bikes), active transportation spines and networks may accommodate some electric micromobility options and power wheelchairs.

This NOFO will result in the distribution of up to $44,550,000[1] for two different categories of grants: (1) Planning and Design Grants and (2) Construction Grants. For more information about the eligible activities that can be funded with each type of grant, *see* Section C of this NOFO.

The ATIIP projects will help improve the safety, efficiency, and reliability of active transportation networks and communities; improve connectivity between active transportation modes and public transportation; enhance the resiliency of on- and off-road active transportation infrastructure and help protect the environment; and improve quality of life in disadvantaged communities through the delivery of connected active transportation networks and expanded mobility opportunities.

[1] Section 11529(j) authorizes to be appropriated $200,000,000 for each of FYs 2022 through 2026. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328) first appropriated $45,000,000 for ATIIP. Pursuant to Section 11529(d)(3), which allows FHWA to set aside not more than $2,000,000 of appropriated ATIIP funds to cover the costs of administration, research, technical assistance, communications, and training activities under ATIIP, FHWA set aside $450,000, leaving $44,550,000 available for grants.

The ATIIP grants will allow communities to identify, prioritize, and implement improvements to the largest barriers to safe, accessible, and equitable pedestrian and bicycle network connectivity through the development of infrastructure that will provide substantial additional opportunities for walking and bicycling. Eligible organizations will be able to create plans or implement *active transportation networks* that connect destinations within or between communities or create plans or implement an *active transportation spine* connecting two or more communities, metropolitan regions, or States. The ATIIP also provides an opportunity for eligible organizations to enhance their overall transportation network by integrating active transportation facilities with transit services, where available, to improve access to public transportation.

2. Administration Priorities and Departmental Strategic Plan Goals

The DOT seeks to fund projects that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation as described in the DOT Strategic Plan, Research, Development and Technology Strategic Plan, and in executive orders.[2]

DOT seeks to fund projects under this NOFO that, in combination with the merit selection criteria, advance the following:

i. Safety

DOT is committed to advancing safe, efficient transportation, including in ATIIP.

The National Roadway Safety Strategy (NRSS), issued January 27, 2022, commits DOT to respond to the current crisis in roadway fatalities by "taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation's roadways," in pursuit of the goal of achieving zero roadway deaths through a Safe System Approach (SSA).[3] The SSA considers five elements of a safe transportation system – safe road users, safe vehicles, safe speeds, safe roads, and post-crash care – in an integrated and holistic manner to address roadway safety challenges.[4] The outcomes anticipated from the projects funded by ATIIP should align with the NRSS.

Applicants should respond to this Administration priority when discussing Merit Criteria 3, 5, and 6, as appropriate. More information on these Merit Criteria can be found in Section E of this NOFO.

ii. Climate Change and Sustainability

DOT seeks to fund projects under ATIIP that reduce greenhouse gas (GHG) emissions in the transportation sector, incorporate evidence-based climate resilience measures and features, reduce lifecycle GHG emissions from project materials, avoid adverse environmental impacts to air or water quality, wetlands, and endangered species, and address the disproportionate negative

[2] Executive Order (E.O.) 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), E.O. 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), E.O. 14025, Worker Organizing and Empowerment (86 FR 22829), and E.O. 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).
[3] https://www.transportation.gov/NRSS
[4] https://www.transportation.gov/NRSS/SafeSystem

environmental impacts of transportation on disadvantaged communities, consistent with E.O. 14008, "Tackling the Climate Crisis at Home and Abroad (86 FR 7619)."[5]

Applicants should respond to this Administration priority when discussing Merit Criteria 1 and 6, as appropriate. More information on these Merit Criteria can be found in Section E of this NOFO.

iii. Equity

DOT seeks to award projects under ATIIP that will create proportional impacts to all populations in a project area, significantly decrease transportation related disparities from all populations in a project area, and increase equitable access to project benefits, consistent with E.O. 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009)."

Applicants should respond to this Administration priority when discussing Merit Criteria 2, 5, and 6, as appropriate. More information on these Merit Criteria can be found in Section E of this NOFO.

iv. Workforce Development, Job Quality, and Wealth Creation

DOT intends to use ATIIP to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with E.O. 14025, "Worker Organizing and Empowerment (86 FR 22829)," and E.O. 14052, "Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335)." DOT also intends to use ATIIP to support wealth creation, consistent with the Department's Equity Action Plan through the inclusion of local inclusive economic development and entrepreneurship such as the use of Disadvantaged Business Enterprises (DBE), Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

Applicants should respond to this Administration priority when discussing Merit Criterion 6. More information on this Merit Criterion can be found in Section E of this NOFO.

Section F.3 describes progress and performance reporting requirements for selected projects, including the relationship between that reporting and the program's selection criteria, and the Administration's Priorities and Departmental Strategic Plan Goals as appropriate.

3. Additional Information

The ATIIP is described in the Federal Assistance Listings under the assistance listing program title "Highway Planning and Construction" and assistance listing number 20.205.

FHWA is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. FHWA also recognizes that applicants may be seeking funding from multiple discretionary grant programs and opportunities. An applicant

[5] See U.S. Department of Transportation Strategic Framework FY 2022–2026 (December 2021) at https://www.transportation.gov/administrations/office-policy/fy2022-2026-strategic-framework

may seek the same award amounts from multiple DOT discretionary opportunities or seek a combination of funding from multiple DOT opportunities.

The applicant should identify any other DOT programs and opportunities they intend to apply for (or use if the Federal funding is already available to the applicant), and what award amounts they will be seeking, in the appropriate sections of this NOFO, including Section D.1.ii.

Applicants may review the FHWA Bicycle and Pedestrian Planning, Program, and Project Development Guidance which provides background information and guidance on Federal legislation and policies, and reference materials related to bicycle, pedestrian, and shared micromobility programs and projects, including power wheelchairs.

B. Federal Award Information

1. Award Amount Available

For FY 2023, up to $44,550,000 is available for ATIIP Discretionary Grant Program awards under this NOFO. Of the $44,550,000:

- FHWA may award up to **$41,550,000** in Construction grants.[6] Of that $41,550,000, at least 30 percent ($12,465,000) will be set aside for projects that construct active transportation networks (BIL § 11529(d)(1)(A)), and at least 30 percent ($12,465,000) will be set aside for projects that construct active transportation spines (BIL § 11529(d)(1)(B)).[7]
- FHWA may award up to **$19,620,000** in Planning and Design grants.[8] At least $3,000,000 will be set aside for Planning and Design grants (BIL § 11529(d)(2)).
- FHWA will award at least $3,000,000 in Planning and Design grants, at least $12,465,000 in Construction grants for active transportation networks, and at least $12,465,000 in Construction grants for active transportation spines. FHWA reserves the right to award the remaining $16,620,000 in remaining funding on any type of grant.

Any award under this NOFO will be subject to the availability of funding.

[6] The Consolidated Appropriations Act, 2023 (Pub. L. 117-328) appropriated $45,000,000 for ATIIP. BIL § 11529(d)(2) requires at least $3,000,000 to be set-aside for Planning and Design grants, and FHWA set aside $450,000 to cover the costs of administration under BIL § 11529(d)(3). Therefore, up to $41,550,000 is available under this NOFO for Construction grants.

[7] Pursuant to Section 11529(d)(1), subject to Section 11529(d)(2) and (3), at least 30 percent of ATIIP funds must be obligated for projects that construct active transportation networks and at least 30 percent must be obligated for projects that construct active transportation spines. Of the $41,550,000 available for Construction grants, FHWA will provide at least $12,465,000 for projects that construct active transportation networks and at least $12,465,000 for projects that construct active transportation spines.

[8] Pursuant to Section 11529(d)(2), FHWA must award at least $3,000,000 in Planning and Design Grants. Of the $41,550,000 available for Construction grants, after the 30 percent set-aside for active transportation networks and the 30 percent set-aside for active transportation spines, FHWA may provide the remaining $16,620,000 for Planning and Design grants. Combined with the required $3,000,000 set-aside, FHWA may provide a total of up to $19,620,000 in Planning and Design grants.

2. Award Size

FHWA expects to award multiple Planning and Design grants and fewer Construction grants, depending on the availability of funding and the number of applications received, for projects satisfying the minimum project cost requirements in Section § 11529(l)(6)(B) that are described in the section further below. DOT reserves the right to make more, or fewer, awards.

i. Planning and Design Grants

Pursuant to Section 11529(l)(6)(B)(ii) of BIL, Planning and Design grants must be for projects that have planning and design costs of not less than $100,000. There is no maximum statutory award size for Planning and Design grants. FHWA expects ATIIP awards for Planning and Design grants to range between a minimum of $100,000 and an expected maximum of $2,000,000.

It is important to note that this statutory minimum represents the total planning and design costs of the project, which includes the requested amount of ATIIP funding and any matching funds. FHWA reserves the discretion to consider award sizes above and below the minimum award sizes listed above, assuming that the total planning and design costs in the application are at least $100,000.

ii. Construction Grants

Pursuant to Section 11529(l)(6)(B)(i) of BIL, Construction Grants must have a total project cost of at least $15,000,000. There is no maximum statutory award size for Construction grants. It is important to note that this statutory minimum represents the total cost of the project, which includes the requested amount of ATIIP funding and any matching funds. In terms of suggested minimum and maximum amounts of ATIIP funds applicants may request, FHWA intends to award a minimum of $7,500,000 in ATIIP funds for any given Construction grant, and a maximum of $15,000,000 in ATIIP funds for qualifying disadvantaged communities or $12,000,000 in ATIIP funds for all other Construction grant applicants. FHWA reserves the discretion to consider award sizes above and below the minimum award sizes listed above, assuming that the total project costs for the application are at least $15,000,000.

3. Type of Award

If the successful applicant is a State department of transportation (State DOT), or a State DOT will serve as a pass-through entity to a non-State DOT entity, ATIIP funds will be awarded upon the execution of a project agreement, which is a type of grant agreement for administration of funds to a State DOT in Fiscal Management Information System (FMIS).

If the successful applicant is a non-State DOT, ATIIP funds will be awarded upon the execution of a grant agreement with FHWA. A determination will be made if the successful applicant will administer the grant, or at the request of the successful applicant, an applicable State DOT will administer the project.

4. Availability of Funds

The ATIIP awards should be obligated by a signed grant agreement by September 30, 2026.

Obligation of an ATIIP grant occurs when a selected applicant enters a project agreement with FHWA and FHWA authorizes the project to proceed. For construction, this is generally after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements and compliance with Title 23, Code of Federal Regulations (CFR), Part 635, subpart C for State DOT applicants or 2 CFR 200.318-.327 for non-State DOT applicants.

5. Period of Performance

If a grant recipient will be a State DOT or if a State DOT will serve as a pass-through to a non-State DOT entity awarded a grant, the DOT Payment System will be "Current Bill" in FMIS. The start of the period of performance will begin on the date of authorization for the project FMIS and end on the project end date in FMIS.

If a grant recipient will be a non-State DOT entity, the DOT Payment System will be "DELPHI iSupplier" and the start of the period of performance will begin on the date of the grant agreement executed by FHWA which will obligate ATIIP and end on the period of performance that is listed in the grant agreement.

FHWA expects the period of performance to be no more than 2 years for Planning and Design grants and 5 years for Construction grants.

C. Eligibility Information

To be selected for an ATIIP grant, an applicant must meet the eligibility requirements under this section, including Eligible Organization; Eligible Project; Statutory Cost Sharing or Match requirements; and, if the project is partially on Federal land, entry into a cooperative agreement with the Federal Agency with jurisdiction over the Federal land. Applications that do not meet these eligibility requirements will not be evaluated under the criteria in Section E.1.

1. Eligible Organizations

Pursuant to Section 11529(l)(5) of BIL, eligible organizations are the following:

- A local or regional governmental organization, including a metropolitan planning organization (MPO) or regional planning organization or council;
- A multicounty special district;
- State;[9]
- A multistate group of governments; or
- An Indian Tribe.[10]

2. Cost Sharing or Matching

i. General Federal Share

Except as stated below for projects in disadvantaged communities in Section C.2.ii, the Federal share of the cost of a project carried out with an ATIIP grant shall not exceed 80 percent of the

[9] The term "State" means any of the 50 States, the District of Columbia, or Puerto Rico (23 U.S.C. 101(a)(28)).
[10] The term ''Indian Tribe'' has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act, which is codified at 25 U.S.C. 5304 (BIL § 11529 (l)(7)).

total project cost (BIL § 11529(f)(1)). Such awardees must provide at least a 20 percent matching share of the total project cost. The total project cost consists of the total Federal share, matching funds, and any additional non-ATIIP Federal funds that are not eligible for match. Other Federal funds may be used as matching funds, but only if specifically allowed by statute. Tribal applicants may use their Tribal Transportation Program funding as non-Federal match in accordance with Title 23, United States Code (U.S.C.), Section 120(k). For more information on Federal share, see 2 CFR 200.306.

Additional information on non-Federal matching requirements can be found at https://www.fhwa.dot.gov/legsregs/directives/policy/memonfmr_tapered20190515.htm.

FHWA will not consider previously incurred costs or previously expended or encumbered funds towards the matching requirement for any project. Matching funds are subject to the same Federal requirements described in Section F.2 as awarded funds.

See Section D.2.ii for information about documenting cost sharing in the application. Applicants should also note that while projects meeting the 20 percent matching share requirement will be eligible, projects with a greater matching share may receive a higher rating under Merit Criterion 4, as described in more detail in Section E.1.

For each project that receives a grant under this NOFO, FHWA expects the project to be completed using at least the level of non-Federal funding that was specified in the application.

ii. Federal Share for Disadvantaged Communities

For projects serving communities with a poverty rate of over 40 percent based on the majority of census tracts served by the project, the Federal share is 100 percent of the total project cost (BIL § 11529(f)(2)). For such projects, this means that no matching funds are required for the project to be eligible. In addition, such projects will automatically receive the highest rating under Merit Criterion 4, as described in Section E.1.

To identify as such a disadvantaged community and be eligible for a 100 percent Federal share, applicants must provide FHWA with sufficient information that the proposed project would serve communities with a poverty rate of over 40 percent based on the majority of census tracts served by the project, including identifying each census tract that will be served by the project, the poverty rate of each of those census tracts, and how the project serves each identified census tract. Applicants should explain how the proposed project may serve census tracts outside of the census tract(s) where the proposed project is located.

It is important to note that FHWA will make the final determination of whether a project is eligible for the 100 percent Federal share under BIL § 11529(f)(2). For that reason, it may be advisable for applicants who believe they are eligible for the 100 percent Federal share described in this section to nonetheless provide information indicating that, alternatively, they can provide a 20 percent non-Federal share. Otherwise, if FHWA determines that the application is not eligible for the 100 percent Federal share and the applicant does not provide additional information, that application would be deemed ineligible and would not receive ATIIP funds under this NOFO.

One method of determining the poverty rate of the census tracts surrounding your project is as follows:

1. Go to data.census.gov.
2. Click Advanced Search below the search bar.
3. In the sidebar, click Geography > Census Tract > [Your state] > [Your county].
4. Either choose the census tracts you know your project impact or choose "All Census Tracts within [Your county]."
5. In the sidebar, click "Search for filter" and type in "Poverty." Check the box labeled "Poverty" and then click the X on the top right of the window will.
6. Next, click the "Maps" tab on the top navigation, then select "S1701 | POVERTY STATUS IN THE PAST 12 MONTHS." You should now see a map with the census tracts of your selected geography displaying the percentage of residents living below the poverty level among the population for whom poverty status is determined using the most up-to-date Census data.
7. Next, click "Classes" in the map toolbar at the top of the window. Add a break value of 40 percent. The map classification will update to clearly show which census tracts have a poverty rate above 40 percent.

3. Eligible Projects Partially on Federal Land

Any eligible organization that submits a project located in part on Federal land must have a cooperative agreement with the appropriate Federal Agency with jurisdiction over the Federal land before submitting an application (BIL § 11529(b)(2)). For projects located in part on Federal land, the eligible organization must include a copy of that cooperative agreement.

This is an eligibility requirement, and a project partially located on Federal lands that does not submit a copy of such a cooperative agreement will not be eligible for ATIIP funds under this NOFO.

4. Other

i. Eligible Projects

To be eligible to receive ATIIP funds, projects must consist of an active transportation project or group of projects within or between a community or group of communities, at least one of which falls under the jurisdiction of the applicant (BIL § 11529(l)(6)(A)).

Applicants may apply for more than one grant. Applicants may apply for both a Planning and Design grant and a Construction grant; however, the applications must be for separate projects. If an applicant applies for a Planning and Design grant and a Construction grant for the same project, it will be treated as a Construction grant. Construction grants may include the full range of planning and design activities that may be undertaken as part of a Planning and Design grant.

Projects must also abide by the minimum project costs described in Section B.2 to be eligible. This means that projects seeking Planning and Design grants must have planning and design costs of at least $100,000 (BIL § 11529(l)(6)(B)(ii)), and projects seeking Construction grants must have total project costs of at least $15,000,000 (BIL § 11529(l)(6)(B)(i)).

Applicants can seek a Planning and Design grant for projects that develop a plan for an active transportation network or spine project. Applicants with an existing plan may also apply for a Planning and Design grant to update and further develop their plan.

ii. Eligible Project Costs

a. Planning and Design Grants

Planning grants may be used to fund:

- Public engagement activities, including community visioning, outreach to affected disadvantaged populations, or other place-based strategies for public input into project plans;
- Design and planning studies that support the development of a construction project such as traffic studies supporting an active transportation outcome, active transportation network plans, connectivity analyses, asset inventories, and data collection of active transportation network gaps;
- Conceptual and preliminary engineering tied to projects in an approved plan;
- Other related transportation planning activities for active transportation networks or spines.

b. Construction Grants

Construction Grants may be used to fund, among other things:

- Property acquisition;
- Site preparation, demolition, or development;
- Payment of bonds/notes;
- Fees in connection with execution and financing of the project;
- Cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessments;
- Cost of construction, rehabilitation, reconstruction;
- Cost of land improvements;
- Contractor fees;
- Training and education related to safety of users as part of project.

All costs must conform with applicable law to be eligible, including 23 U.S.C.; 23 CFR; and 2 CFR part 200, as applicable.

D. Application and Submission Information

1. Address to Request Application Package

All grant application materials can be accessed at grants.gov.

Once at grants.gov, select the Search Grants tab. Then enter one of the following:

- Opportunity Number: 693JJ324NF00012
- Opportunity Name: Active Transportation Infrastructure Investment Program
- Assistance Listing Number: 20.205

When at one of these pages, select the Opportunity, which will open to a page with several tabs. The first tab is a synopsis of the opportunity. Select the "Application Package" tab to download the forms needed to submit an FY 2023 ATIIP application.

For a Telephone Device for the Deaf (TDD), please call (202) 366-3993. If potential applicants are unable to download the application package from the internet, they may send a written request for a paper copy to the below address. Requests should be sent to:

Kenan Hall
Agreement Specialist
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-366-1533

Alternate:
Hector Santamaria
Agreement Officer/Team Leader
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-493-2402

2. Content and Form of Application Submission

Planning and Design Grants and Construction Grants have distinct application submission and supporting document requirements. The FHWA strongly recommends use of the template provided below. All applications should submit the following: SF; Narrative; and Budget.

i. Application

All applications must be submitted electronically through grants.gov.

Note: FHWA may share application information within FHWA or with other Federal Agencies if FHWA determines that sharing is relevant to the respective program's objectives.

a. Standard Forms

All applicants must submit the following SFs:

Required Forms for Planning and Design Grant Applications:	**Required Forms for Construction Grant Applications:**
SF 424 (Application for Federal Assistance)	SF 424 (Application for Federal Assistance)

Note: Applicants may leave fields 5a, 5b, 6, 7, and 13 blank. The Project Narrative must be added as an Attachment to Item 15 of the SF-424.	**Note:** Applicants may leave fields 5a, 5b, 6, 7, and 13 blank. The Project Narrative must be added as an Attachment to Item 15 of the SF-424.
Grants.gov Lobbying Form (Certification Regarding Lobbying)	Grants.gov Lobbying Form (Certification Regarding Lobbying)
Disclosure of Lobbying Activities form (SFLLL)	Disclosure of Lobbying Activities form (SFLLL)
SF 424A (Budget Information for Non-Construction Programs) **Note:** The form should be supported by a budget narrative explaining each element of cost.	SF 424C (Budget Information for Construction Programs) **Note:** The form should be supported by a budget narrative explaining each element of cost.
SF 424B (Assurances for Non-Construction Programs)	SF 424D (Assurances for Construction Programs)

All mandatory SFs of the 424 family are available for download at https://www.grants.gov/forms/forms-repository/sf-424-family.

b. Project Narrative

The project narrative should clearly state whether the application is for a Planning and Design grant or a Construction grant.

FHWA recommends that the project narrative follow the outline below. Following the outline will also assist evaluators in locating relevant information.

I. Basic Project Information – Description, Location, and Parties	See D.2.i.b.I
II. Grant Funds, Sources, and Uses of all Project Funding	See D.2.i.b.II
III. Merit Criteria	See D.2.i.b.III
IV. Project Readiness and Environmental Risk	See D.2.i.b.IV
V. Administration Priorities and Departmental Strategic Plan Goals	See D.2.i.b.V
VI. FHWA Priority Selection Considerations	See D.2.i.b.VI
VIII. Letters of Support	

The project narrative should provide information, including a table of contents, maps, and graphics as appropriate, necessary for FHWA to determine that the project satisfies project requirements described in Section C and to assess the merit criteria specified in Section E.1.

To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by FHWA. FHWA may, but is not required to, request additional information, including additional data, to clarify supporting data and documentation submitted in an application, but FHWA encourages applicants to submit the most relevant and complete information they can provide. FHWA also encourages applicants, to the extent practicable, to provide data in a form that is publicly available or verifiable. To ensure a fair and unbiased evaluation of applications submitted under this NOFO, FHWA will not request additional information to perfect incomplete applications.

FHWA recommends that the project narrative be prepared with standard formatting preferences (i.e., a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). For Planning and Design Grants, the project narrative should not exceed 15 pages; for Construction Grants, the narrative should not exceed 20 pages. Appendices may include documents supporting assertions or conclusions made in the 15- or 20-page project narrative and do not count toward the page limit. If possible, Website links to supporting documents should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each supporting document supports. FHWA recommends using appropriately descriptive final names (e.g., "Project Narratives," "Maps," "Memoranda of Understanding and Letters of Support," etc.) for all attachments.

I. Basic Project Information – Project Description, Location, and Parties:

a) Project Description

The applicant should provide a concise description of the project, including a discussion of the project's history and a description of any previously incurred project costs. This section should describe what improvements the project will provide for the relevant active transportation network or spine, describe the communities impacted by the project and how the proposed project will reduce emissions by providing low or zero-emission transportation options, improve access to economic opportunity and community economic benefits, and increase safety for those communities, and any other high-level background information that would be useful to understand the rest of the application. The applicant may use this section to place the project into a broader context of other infrastructure investments being pursued by the project sponsor.

b) Project Location

The application should provide a concise description of the project, including a detailed geographical description of the proposed project, a map of the project's location and connections to existing transportation infrastructure, and geospatial data describing the project location (shapefiles will be accepted under 200 MB file size). This section should also describe current barriers to community connectivity, including to safe mobility, access, or economic development, as well as a description of the surrounding community impacted by the project. This section should include a detailed geographic description and map of the project area location and identify elements of the existing transportation network.

If the applicant is requesting a 100 percent Federal share under Section C.2.ii of this NOFO, the applicant should clearly indicate which communities the project is serving, how the project serves those communities, and the poverty rates of those communities.

The application should include whether the project is located in an urban or rural community. For the purpose of this NOFO, FHWA will consider communities that are within Urbanized Areas (i.e., areas with a population of 50,000 or more) to be urban communities and all other communities to be rural. FHWA will rely on the digital maps and geographic shapefiles for the 2020 Census urban areas depicted on FHWA HEPGIS maps of MPO and 2020 Census Urban Areas - FHWA HEPGIS Maps (dot.gov) (refer to the "MPO and Air Quality Tab" and then scroll to "MPO and 2020 Census Urban Areas") which correlates the definitions of "urban"[11] and "rural areas"[12] under 23 U.S.C. and Bureau of the Census (Census Bureau) data. A list of 2020 census designated urban areas is available in the Census Bureau's December 29, 2022 Federal Register Notice (87 FR 80114)."

c) Lead Applicant

This section of the application should provide details about the lead applicant. The details should include the lead applicant's demonstrated experience with receipt and expenditure of Federal-aid highway program funds under 23 U.S.C. FHWA will consider the degree of experience as part of the project readiness evaluation. If an application is rated highly under other criteria, but the applicant has no or limited experience with the receipt and expenditure of Federal-aid highway program funds, FHWA may contact the applicant prior to final selection of FY 2023 awards to discuss technical resources that may be available to assist the applicant in obtaining the capacity and expertise to ensure compliance with all applicable Federal requirements and timely delivery of the project.

d) Other Public and Private Parties

The applicant should describe in detail all of the other public and private parties who are involved in delivering the project, including a specific description of the role of each entity in delivering the project.

The applicant should state whether or not a private or non-private entity will receive a direct and predictable financial benefit if the project is selected for award. This includes, but is not limited to, private and non-private entities directly benefitting from completion of the proposed project. If this project directly involves or benefits a specific private corporation, a non-public entity, or a public entity, please identify the full name of each entity, separated by a comma.

[11] The term "urban area" means an urbanized area or, in the case of an urbanized area encompassing more than one State, that part of the urbanized area in each such State, or urban place as designated by the Census Bureau having a population of 5,000 or more and not within any urbanized area in each State, or urban place as designated by the Census Bureau having a population of 5,000 or more and note within any urbanized area. (23 U.S.C. 101(35)). The term "urbanized area" means an area with a population of 50,000 or more designated by the Census Bureau, within boundaries to be fixed by responsible State and local officials in cooperation with each other, subject to approval by the Secretary. Such boundaries shall encompass, at a minimum, the entire urbanized area within a State as designated by the Census Bureau. (23 U.S.C. 101(36)).

[12] The term "rural areas" means all areas of a State not included in urban areas. (23 U.S.C. 101(25)).

II. Grant Funds, Sources, and Uses of all Project Funding

In addition to the information provided in the mandatory forms described above, as part of the project narrative, applicants should describe the project's budget in detail and the plans for covering the full cost of the project from all sources.

The project budget should show how different funding sources will share in each major project activity and present those data in dollars and percentages. The budget should identify other Federal funds the applicant is applying for or has been awarded, if any, that the applicant intends to use. Funding sources should be grouped into three categories: (1) Non-Federal; (2) ATIIP Funds; and (3) Other Federal Funds, with specific amounts from each funding source.

The project budget should identify all Federal funds to be used for future eligible costs of the project, including the requested ATIIP grant amount, other Federal grants that have been awarded to the project or for which the project intends to apply in the future, and any Federal formula funds that have already been programmed for the project or are planned to be programmed for the project. For each category of Federal funds to be used for future eligible project costs, the amount, nature, and source of any required non-Federal match for those funds should be provided.

If a project contains components, the budget should separate the costs of each project component. If the project will be completed in phases, the budget should separate the costs of each phase. The budget should be detailed enough to demonstrate that the project satisfies ATIIP statutory cost-sharing requirement described in Section C.2, if applicable, and those associated with each category of Federal funding.

The application should include information showing that the applicant has budgeted sufficient contingency amounts to cover unanticipated cost increases.

In addition to the information enumerated above, this section should provide complete information on how all project funds may be used, availability, and funding commitments. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a source of funds is available for expenditure only during a fixed period, the application should describe that restriction. Complete information about project funds will ensure that FHWA's expectations for award execution align with any funding restrictions unrelated to FHWA, even if an award differs from the applicant's request.

This section of the narrative should also identify any other Federal programs and opportunities the applicant has applied for and intends to apply for and describe any additional non-ATIIP funding that is available to the applicant.

III. Merit Criteria

The applicant should describe how the proposal meets the merit criteria listed in Section E.1. FHWA encourages applicants to address each criterion. Insufficient information to assess any criterion will negatively impact the project rating. Applicants should note that merit reviewers will focus on this section of the application and will not be required to reference the other

sections in the application package; therefore, all relevant information to demonstrate alignment with the merit criteria as described in Section E.1 should be included in this section of the application. Applicants should describe the merit criteria in the order in which they are described in the NOFO and address each criterion separately. Guidance describing how FHWA will evaluate projects against the merit criteria is in Section E.1 of this NOFO. Applicants should review that section before considering how to organize their application.

IV. Project Readiness and Environmental Risk

The application should include information that, when considered with the project budget information, is sufficient for FHWA to evaluate whether the project is reasonably expected to begin construction in a timely manner. All applications should include a detailed project schedule.

Applications for Construction grants will be reviewed for Project Readiness and assigned three separate readiness evaluation ratings: Environmental Risk Assessment, Technical Capacity Assessment, and Financial Completeness Assessment. Therefore, this section for Construction grant applications should include information that addresses the Environmental Risk Assessment and Technical Capacity Assessment described in Section E. The Financial Completeness Assessment will be based on information contained throughout the application.

Applications for Planning and Design grants will be reviewed for Project Readiness and assigned two evaluation ratings: Technical Capacity Assessment and Financial Completeness Assessment. Therefore, this section for Planning and Design grant applications should include information that addresses the Technical Capacity Assessment described in Section E. The Financial Completeness Assessment will be based on information contained throughout the budget section of the application. An Environmental Risk Assessment will not be performed for planning applications, so applications for Planning and Design grants do not need to provide information related to this assessment.

Applications are not required to follow the specific format described here, but should be organized, address each relevant area of project readiness, as applicable, and promote a clear discussion that assists project evaluators.

a) Technical Feasibility (Construction, and Planning and Design grants)

The applicant should demonstrate the technical feasibility of the project with engineering and design studies and activities; the development of design criteria and/or a basis of design; the basis for the cost estimate presented in the application, including the identification of contingency levels appropriate to its level of design; and any scope, schedule, and budget risk-mitigation measures. Applicants should include a detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed. The applicant must demonstrate compliance with Title VI/Civil Rights requirements, to ensure that no person is excluded from participation, denied benefits, or otherwise subjected to discrimination under any program or activity, on the basis of race, color, national origin, sex, age, or disability.

b) Environmental Risk (Construction grants only)

This section of the application should include sufficient information for FHWA to evaluate whether the project is reasonably expected to begin construction in a timely manner consistent with all applicable Federal, State, and local requirements. To assist FHWA's project environmental risk review, applicants should provide the information requested on project schedule, required approvals, and risk and mitigation strategies, each of which is described in greater detail in the following sections.

1. Detailed Project Schedule

The applicant should include a detailed project schedule that identifies all major project milestones. Examples of such milestones include State and local planning approvals (programming on the statewide transportation improvement program (STIP)); start and completion of review under the National Environmental Policy Act (NEPA) and other Federal environmental reviews and approvals, including permitting, design completion, right-of-way acquisition, approval of plans, specifications and estimates; procurement; State and local approvals; project partnership and implementation agreements, including agreements with railroads; and construction. The project schedule should be sufficiently detailed to demonstrate that:

- All necessary activities will be completed to allow ATIIP funds to be obligated on a timely basis and that any unexpected delays will not put the funds at risk of expiring before they are obligated; and
- All real property and right-of-way acquisition necessary for the project will be completed in a timely manner in accordance with 49 CFR 24, 23 CFR 710, and other applicable legal requirements or a statement that no acquisition is necessary. A plan for securing any required right-of-way agreements should be included. If applicable, this section should describe a right-of-way acquisition plan that minimally disrupts communities and maintains community cohesion.

2. Required Approvals

i. Environmental Permits and Reviews.

The application should provide documentation of receipt (or the schedule for anticipated receipt) of all environmental approvals and permits necessary for the project to meet the project delivery timeline specified in the project schedule, and necessary to meet the statutory obligation deadline if applicable, including satisfaction of all Federal, State, and local requirements and completion of the NEPA process. Specifically, in this section the applicant may elaborate on the NEPA evaluation process. If the final agency action with respect to NEPA occurred more than 3 years before the application date, the applicant should describe a proposed approach for updating this material in accordance with applicable NEPA reconsideration requirements. This section should also provide:

- Any information on reviews, approvals, and permits by other Federal and State agencies. An application should indicate whether the proposed project requires reviews or approval actions by other agencies, indicate the status of such actions, and provide detailed information about the status of those reviews or approvals and should demonstrate

compliance with any other applicable Federal, State, or local requirements, and when such approvals are expected. Applicants should provide a Website link or other reference to copies of any reviews, approvals, and permits prepared.

- Environmental studies or other documents—preferably through a Website link—that describe in detail known project impacts, and possible mitigation for those impacts.
- A description of discussions with FHWA regarding the project's compliance with NEPA and other applicable Federal environmental reviews and approvals.
- A description of public engagement about the project that has occurred, including details on the degree to which public comments and commitments have been integrated into project development and design.

ii. State and Local Approvals

The applicant should demonstrate receipt (or the schedule for anticipated receipt) of State and local approvals on which the project depends, such as State and local environmental and planning approvals, and STIP or transportation improvement program (TIP) funding. Additional support from relevant State and local officials is not required; however, an applicant should demonstrate that the project has broad public support.

iii. Federal Transportation Requirements Affecting State and Local Planning

The planning requirements applicable to the Federal-aid highway program apply to all ATIIP projects.[13] Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents. If the project is not included in a relevant planning document at the time the application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document. Applicants should provide links or other documentation supporting this consideration.

Because projects have different schedules, the construction start date for each grant will be specified in the project-specific agreements signed by FHWA and the grant recipients, will be based on critical path items that applicants identify in the application, and will be consistent with relevant State and local plans.

iv. Assessment of Project Risks and Mitigation Strategies

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match, pushback from stakeholders or impacted communities, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should identify all material risks to the project and the strategies that

[13] In accordance with 23 U.S.C. 134 and 135, all projects requiring an action by FHWA must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, TIP, and STIP). Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, and/or STIP, it will not receive a grant until it is included in such plans. Projects not currently included in these plans can be amended by the State and MPO. Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans to receive a grant.

the lead applicant and any project partners have undertaken or will undertake to mitigate those risks.[14] The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.

To the extent an applicant is unfamiliar with the Federal-aid highway program, the applicant should contact the FHWA Division Office in their State as found at https://www.fhwa.dot.gov/about/field.cfm for information on what steps are prerequisite to the obligation of Federal funds to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

c. Administration Priorities and Departmental Strategic Plan Goals

Applications should discuss the administration priorities outlined in Section A and how the project addresses them along with the respective corresponding merit criteria.

I. Safety

Applicants should address how their project provides substantial safety benefits in Merit Criteria 3, 5, and 6, as applicable. Prior to receiving funds, all projects are expected to, at a minimum, identify and mitigate to the extent practicable any significant safety risks that could result after the project's completion. Applicants should include how their project will not negatively impact the overall safety of the traveling public.

II. Climate Change and Sustainability

Applicants should address how the project will consider climate change and environmental justice in the planning stage and in project delivery in Merit Criteria 1 and 6, as applicable. In particular, applicants should address how the project reduces GHG emissions in the transportation sector, incorporates evidence-based climate resilience measures and features, and reduces the lifecycle GHG emissions from the project materials. Applicants should provide information on the potential of the project to avoid emissions caused by high-emission forms of transportation, such as single-occupancy vehicles, by providing opportunities for active transportation trips. Applicants should also address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, as well as address disproportionate negative impacts of climate change and pollution on disadvantaged communities, including natural disasters, with a focus on prevention, response, and recovery.

III. Equity

Applicants should address how the project will consider equity in the planning stage and in project delivery in Merit Criteria 2, 5, and 6, as applicable. Applicants should address how their project will include an equity assessment which evaluates whether the project will create proportional impacts and remove transportation related disparities to all populations in a project area. Applicants should demonstrate how meaningful public engagement will occur throughout a project's life cycle. Applicants should address how project benefits will increase affordable

[14] FHWA considers an applicant's lack of experience with receipt and expenditure of Federal-aid highway funds under 23 U.S.C. a material risk.

transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, and/or improve access to resources and quality of life.

IV. Workforce Development, Job Quality, and Wealth Creation

Applicants should address how their project will create good-paying jobs with the free and fair choice to join a union; promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); and change hiring policies and workplace cultures to promote the entry and retention of underrepresented populations in Merit Criterion 6. Applicants should address how the project promotes local inclusive economic development and entrepreneurship such as the utilization of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

d. FHWA Priority Selection Considerations

The applicant should describe how the proposal meets the FHWA Priority Selection Considerations listed in Section E.1. The applicant should include a section to highlight any priority considerations the project will address. Detailed information demonstrating how the project supports the priority consideration(s), and references to earlier sections of the narrative along with supporting documentation should be included in the application.

3. Unique Entity Identifier (UEI) and System for Award Management (SAM)

Effective April 4, 2022, the Data Universal Numbering System (DUNS) number is no longer required for entities doing business with the Federal Government and has been replaced by the SAM UEI. As of that date, applicants are required to use a UEI issued during the SAM.gov registration process. Active registrants in SAM.gov have had their SAM UEI automatically assigned and it is currently viewable within SAM.gov. There is no additional action necessary for registered entities to take to obtain their SAM UEI. If you are a new entity or your registration has expired, you must register your entity in SAM.gov and you will be assigned a UEI.

Each applicant is required to: (i) Be registered in SAM.gov before submitting an application; (ii) Provide a valid UEI in their application; and (iii) Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal Agency.

Please see https://www.grants.gov/web/grants/applicants/applicant-faqs.html#UEI for more information on the transition from DUNS to SAM UEI, including what UEI to enter into the UEI field on grants.gov and on application package forms.

FHWA may not make a Federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time FHWA is ready to make an award, FHWA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant.

NOTE TO APPLICANTS: The SAM.gov requires the registrants to provide a UEI number to complete the registration. These processes can take several weeks to complete so should be started well before the application deadline.

4. Submission Dates and Times

Applications must be submitted electronically through grants.gov no later than 11:59 p.m., Eastern Standard Time on Monday, June 17, 2024.

5. Intergovernmental Review

An application under this NOFO is not subject to the State review under E.O. 12372.

6. Funding Restrictions

Unless authorized by FHWA in writing after FHWA's announcement of FY 2023 ATIIP awards, any costs incurred prior to FHWA's obligation of funds for a project ("pre-award costs") are ineligible for reimbursement or to count as cost share.

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

7. Other Submission Requirements

i. Scalable Project Options

Applicants are encouraged to identify scaled funding options in case insufficient funding is available to fund a project or a bundled project at the full requested amount. If an applicant advises that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. FHWA may award a lesser amount whether or not a scalable option is provided.

ii. Submission Location

The complete application must be submitted via www.grants.gov.

iii. Consideration of Applications

Only applicants who comply with all submission deadlines described in this NOFO and electronically submit valid applications through grants.gov will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

iv. Late Applications

Applicants experiencing technical issues with Grants.gov that are beyond the applicant's control must contact atiip@dot.gov prior to the application deadline with the username of the registrant and details of the technical issue experienced. The applicant must provide:

- Details of the technical issue experienced;
- Screen capture(s) of the technical issues experienced along with corresponding Grants.gov "Grant tracking number";
- The "Legal Business Name" for the applicant that was provided in the SF-424;
- The Point of Contact name submitted in the SF-424;

- The UEI associated with the application; and
- The Grants.gov Help Desk Tracking Number.

To ensure a fair competition of limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) failure to complete the registration process before the deadline; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its Website; (3) failure to follow all instructions in this NOFO of funding opportunity; and (4) technical issues experienced with the applicant's computer or information technology environment.

After FHWA reviews all information submitted and contacts the Grants.gov Help Desk to validate reported technical issues, FHWA staff will contact late applicants to approve or deny a request to submit a late application through Grants.gov. FHWA will not accept appeals of an FHWA decision to approve or deny a request for a late application. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

Compliance with Section 508 of the Rehabilitation Act of 1973

FHWA encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973. Section 508 guidelines are available at https://www.access-board.gov/ict/.

E. Application Review Information

1. Criteria

FHWA will award ATIIP funds based on an evaluation of merit criteria, project readiness, and responsiveness to the FHWA Priority Selection Considerations as described in this section.

i. Merit Criteria

FHWA will evaluate FY 2023 ATIIP grant applications using the following merit criteria:

Criterion #1: Mobility and Community Connectivity

FHWA will assess whether the eligible organization submitted a plan for an eligible project that is likely to provide substantial additional opportunities for walking and bicycling, including effective plans to (1) create an active transportation *network* connecting destinations within or between communities, including schools, workplaces, residences, businesses, recreation areas, and other community areas, or create an active transportation *spine* connecting two or more communities, metropolitan regions, or States; and (2) integrate active transportation facilities with transit services, where available, to improve access to public transportation.

The application should include a plan for the proposed project, preferentially one that includes a description and map of the proposed project. The plan should include information on how the project will provide opportunities for walking and bicycling and the extent of those opportunities, including access to key destinations and economic benefits associated with those opportunities, the sizes, and kinds of destinations that the project would connect to, and the percentage of the community's population living within walking or biking distance of the project. For active transportation networks, the plan should also describe the community destinations the project would connect, including schools, workplaces, residences, businesses, recreation areas,

and other community areas. For active transportation spines, the plan should describe how the project will connect two or more communities, metropolitan regions, or States.

In addition, the plan should show or describe the locations at which the active transportation facilities will integrate with transit services, if available, and the extent to which the project will improve access to public transportation, such as by showing how the project would extend or complement public transit trips. The application should also describe how physically integrated the transit network currently is with active transportation facilities.

High: For projects related to active transportation networks, the plan substantively and comprehensively demonstrates how the project will connect community destinations and, if available, public transit facilities, to improve access to jobs, schools, and key destinations. For projects related to active transportation spines, the plan substantively and comprehensively demonstrates how the project will connect two or more communities, metropolitan regions, or States. For all projects, the plan demonstrates that the project is likely to provide substantial additional opportunities for active transportation and access to jobs, schools, and key destinations, including demonstrating how the proposed active transportation infrastructure would extend or complement public transit trips, if available in the project area.

Medium: For projects related to active transportation networks, the plan is moderately responsive in demonstrating how the project will connect community destinations and, if available, public transit facilities, to improve access to jobs, schools, and key destinations. For projects related to active transportation spines, the plan is moderately responsive in demonstrating how the project will connect two or more communities, metropolitan areas, or States. For all projects, the plan demonstrates that the project is likely to increase active transportation trips and access to jobs, schools, and key destinations.

Low: For projects related to active transportation networks, the plan minimally demonstrates how the project will connect community destinations and, if available, public transit facilities, to improve access to jobs, schools, and key destinations. For projects related to active transportation spines, the plan minimally demonstrates how the project will connect two or more communities, metropolitan areas or States. For all projects, the plan demonstrates that the project is likely to only minimally increase active transportation trips and access to jobs, schools, and key destinations.

Non-Responsive: The plan is not likely to provide additional opportunities for walking and bicycling.

Criterion #2: Community Support

FHWA will assess whether the eligible organization demonstrates broad community support through the use of public input in the development of transportation plans, and the commitment of community leaders to the success and timely implementation of an eligible project.

Applications should demonstrate support from municipalities in the project area, relevant community leaders, and other partners like private sector entities. Applications should include documentation of this support, such as through letters of support. Applications may also include evidence of partnerships leveraged within the project area, such as with other governmental

entities, nongovernmental organizations, private sector entities, academic institutions, and other relevant stakeholders to achieve project benefits. The application should describe the commitment community leaders have made to the success and timely implementation of the project.

Applications should also provide a history of transportation planning in the project area, particularly with respect to the proposed project, and evidence of public involvement, including public involvement of disadvantaged communities. Public involvement may be shown through community benefit agreements and discussions with relevant stakeholders, such as private sector and community groups. Applications should demonstrate how public input has impacted transportation planning, particularly with respect to the proposed project, if applicable.

High: The application shows comprehensive and substantial community support in the development of transportation plans, including the plan for the proposed project, and comprehensive and substantial community support in the implementation of the proposed project from a broad cross-section of the community within and around the project area, including disadvantaged communities. If applicable based on community feedback received, the project advances the aims of disadvantaged communities. The application demonstrates full support from community leaders and organizations critical to the timely completion of the project to ensure its success.

Medium: The application shows moderate community support of the project in the development of transportation plans and the implementation of the proposed project or only shows extensive support from a limited cross-section of the community within and around the project area. The project does not negatively impact disadvantaged communities, based on community feedback received from such communities. The application demonstrates some support from community leaders and organizations that may likely lead to its timely completion and may likely ensure its success.

Low: The application shows limited community support in the development of transportation plans and the implementation of the proposed project. The project does not negatively impact disadvantaged communities, based on community feedback received from such communities. The application does not fully demonstrate that community leaders and organizations critical to the timely completion and success of the project support it.

Non-Responsive: The application does not demonstrate community support, or the application demonstrates that disadvantaged communities will be negatively impacted by the proposed project based on community feedback from such communities.

Criterion #3: Commitment to Increasing Walking, Biking, and Other Types of Active Transportation

FHWA will assess whether the eligible organization provides evidence of the following that facilitate significant increases in walking and biking:

- Commitment to and improvement of traffic safety,

- Regulations (such as development/land use codes that support/enable active transportation),
- Financial incentives (such as transportation demand management strategies), or
- Community design policies (such as policies or design guidance that prioritize safety, comfort, and accessibility of pedestrians and bicyclists).

Applications should detail the specific steps they are taking to provide a commitment to traffic safety, and any regulations, financial incentives, or community design policies related to active transportation. Applications should detail how those commitments, regulations, financial incentives, and design policies have facilitated increases in walking and bicycling and the extent of that increase. Where possible, applicants should demonstrate how the project integrates principles from DOT's NRSS and the SSA.

High: The application demonstrates commitment to traffic safety, regulations, financial incentives, or community design policies that facilitate significant increases in walking and bicycling. The application shows how these commitments, regulations, financial incentives, or community design policies have significantly improved safety, in line with the NRSS and SSA.

Medium: The application demonstrates commitment to traffic safety, regulations, financial incentives, or community design policies that facilitate increases in walking and bicycling. The application shows how these commitments, regulations, financial incentives, or community design policies have improved safety.

Low: The application explains minimally how the applicant has demonstrated commitment to traffic safety, regulations, financial incentives, or community design policies that facilitate increases in walking and bicycling; or the application explains how the applicant has demonstrated commitment to traffic safety, regulations, financial incentives, or community design policies that facilitate limited increases in walking and bicycling.

Non-Responsive: The application does not address how the applicant has shown a commitment to traffic safety, regulations, financial incentives, or community design policies, or the application does not show how those are connected to increases in walking and bicycling, or the application demonstrates or suggests that the project will result in negative safety outcomes.

Criterion #4: Financial Completeness

FHWA will assess the extent to which the eligible organization demonstrates commitment of State, local, or eligible Federal matching funds, and in-kind contributions such as land, in addition to the local match required under subsection C.2, unless the applicant qualifies for an exception under subsection C.2.ii, in which case the application will receive a *High* score for this criterion.

More detail on required information to be included in the project narrative regarding grant funds, sources, and uses of all project funding is presented in Section D. 1.ii.b of this NOFO. More detail on cost sharing or matching is presented in Section C.2 of this NOFO.

High: The application demonstrates fully committed funding that goes above and beyond the 80 percent match requirement, or the project qualifies for a 100 percent Federal share pursuant to Section C.2.ii of the NOFO.

Medium: The application demonstrates fully committed funding that meets the 80 percent match requirement.

Low: The applicant demonstrated funding that meets the 80 percent match requirement, but one or more Federal or non-Federal match sources are still uncertain as to whether they will be secured.

Non-Responsive: The application does not demonstrate a full commitment of funding to meet the 80 percent match requirement.

Criterion #5: Equitable Development

FHWA will assess the extent to which the eligible organization demonstrates that the project will address existing disparities in bicyclist and pedestrian fatality rates based on race or income level or provide access to jobs, schools, and services for low-income communities, disadvantaged communities, and people with disabilities.

Applications should describe how they intend to measure change in existing disparities and what metrics the applicant will use throughout the lifecycle of the project. Applicants are encouraged to use the FHWA Screening Tool for Equity Analysis of Projects to understand what groups will be impacted by the proposed project, as applicable.

Applicants should provide a plan for how they will identify groups based on race or income level with existing disparities to the general population of the community in terms of bicyclist and pedestrian fatality rates. The application should explain how the project intends to decrease such disparities, such as through an equity analysis and how the project intends to measure changes and what metrics will be used.

The application should also describe how it intends to provide access to jobs and services for low-income communities and disadvantaged communities (e.g., children, seniors, Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, other persons of color, persons with disabilities, persons who live in rural areas, and persons otherwise adversely affected by persistent poverty or inequality), and how the project would support economic competitiveness and wealth creation, such as through increased mobility and expanded connectivity.

Applicants are strongly encouraged to use the DOT Equitable Transportation Community (ETC) Explorer to understand how their project area is experiencing disadvantage in terms of existing disparities in bicyclist and pedestrian fatality rates or access to jobs and services and use the analysis to help explain how the proposed project will positively impact the root causes of disadvantage.

High: The application demonstrates that the project will reduce existing disparities in bicyclist and pedestrian fatality rates based on race or income level *and* provide access to jobs, schools,

and other key destinations. The application provides how the project will measure effectiveness over its lifecycle in terms of decreasing disparities and includes relevant metrics to be tracked.

Medium: The application demonstrates that the project will reduce existing disparities in bicyclist and pedestrian fatality rates based on race or income level *or* demonstrates how it will provide access to jobs, schools, and other key destinations.

Low: The application demonstrates that the project will reduce existing disparities in bicyclist and pedestrian fatality rates based on race or income level only to a limited degree *or* will only provide limited access to jobs, schools, and other key destinations.

Non-Responsive: The project did not address the Equitable Development criterion, or the project negatively impacts disadvantaged communities, or the project increases disparities faced by disadvantaged communities.

Criterion #6: Other DOT Goals and Priorities

FHWA will assess whether the eligible organization demonstrates how their investment in active transportation will advance:

- Safety for pedestrians and cyclists,
- Access to jobs and key destinations,
- Economic competitiveness,
- Environmental protection, and
- Quality of life.

In addressing this criterion in applications, applicants should not present duplicative information already supplied in their application. The focus of this criterion is on demonstrating how the applicant's investment in active transportation will advance mode shift to reduce GHG emissions, improve access for people of all ages and abilities, and address workforce considerations.

The applicant should describe how its investment in active transportation, especially through the proposed project, advances the above key priorities and the metrics the applicant will use to measure progress made in achieving these priorities throughout the life cycle of the project.

In terms of safety, applications should demonstrate how the implementation of the proposed project advances safety for all pedestrians and cyclists, including through the incorporation of the Complete Streets Design Model.

In terms of access to jobs, schools, and key destinations, applications should demonstrate how the implementation of the proposed project, advances and improves access to jobs, schools, and key destinations.

In terms of economic competitiveness, applications should describe how the implementation of the proposed project, advances workforce development goals, such as by incorporating strong labor standards for skilled construction labor needed on the project (e.g., wages and benefits at or above prevailing; use of project labor agreements or registered apprenticeship programs); committing to supporting training opportunities as part of the project, including pre-

apprenticeship or apprenticeship readiness programs, youth corps, and conservation corps; tracking and publishing aggregate workforce data, including information demonstrating that employment opportunities are available for historically underserved or disadvantaged individuals in the community; and furthering local inclusive economic development and entrepreneurship, such as by utilizing DBEs, Minority-owned Businesses, Women-owned businesses, or 8(a) firms.

In terms of environmental protection, applications should describe how the implementation of the proposed project advances environmental protection goals, such as through an analysis of the project's anticipated increase in the percentage of person trips by active transportation and by transit integrated with active transportation facilities; resultant reductions in air pollution and GHG emissions; and any changes in land-use patterns that may reduce emissions. Where applicable, applications should also explain how the project incorporates climate resilience measures and features, reduces lifecycle GHG emissions from project materials, avoids adverse environmental impacts, and addresses the disproportionate negative impacts of transportation on disadvantaged communities. Applications should incorporate analysis of emissions reduction strategies for transportation infrastructure such as those considered in a State Carbon Reduction Plan or TIP or equivalent local plan.

In terms of quality of life, applications should describe how the implementation of the proposed project, is comfortable for and accessible to the needs of all active transportation users, including young children, older adults, and people with disabilities.

High: The application demonstrates how the project's investment in active transportation will support all five goals described above: improvement in safety for pedestrians and cyclists; improvement in access to jobs and key destinations; improvement in economic competitiveness; improvements in environmental protection; *and* improvement in quality of life by showing how the project will support accessibility for all users and abilities.

Medium: The application demonstrates how the project's investment in active transportation will support three of the five goals described above: improvement in safety for pedestrians and cyclists; improvement in access to jobs and key destinations; improvement in economic competitiveness; improvements in environmental protection; and improvement in quality of life by showing how the project will support accessibility for all users and abilities.

Low: The application demonstrates how the project's investment in active transportation will support one of the five goals described above: improvement in safety for pedestrians and cyclists; improvement in access to jobs and key destinations; improvement in economic competitiveness; improvements in environmental protection; *or* improvement in quality of life by showing how the project will support accessibility for all users and abilities.

Non-Responsive: The application does not address how investment in active transportation will advance any of the five goals described above: improvement in safety for pedestrians and cyclists; improvement in access to jobs and key destinations; improvement in economic competitiveness; improvements in environmental protection; or improvement in quality of life by showing how the project will support accessibility for all users and abilities.

ii. Project Readiness

FHWA will consider project readiness to assess the likelihood of a successful project.

Projects applying for Construction grants will be reviewed for Project Readiness and assigned three evaluation ratings: Environmental Risk Assessment, Technical Capacity Assessment, and Financial Completeness Assessment.

Projects applying for Planning and Design grants will be assigned two evaluation ratings: Technical Capacity Assessment and Financial Completeness Assessment. An Environmental Risk Assessment will not be performed for applications for Planning and Design grants. For applications for Construction grants, applications should contain a section that explicitly addresses Environmental Risk. The Technical Capacity Assessment and Financial Completeness Assessment will be completed for all applications based on information contained throughout the application.

For Construction grants, the Environmental Risk Assessment analyzes the project's environmental approvals and the likelihood of the necessary approval affecting project obligation, resulting in a rating of "high risk," "moderate risk," or "low risk."

The Technical Capacity Assessment will be reviewed for all eligible applications and will assess the applicant's capacity to successfully deliver the project in compliance with applicable Federal requirements based on factors including the recipient's experience working with Federal Agencies, civil rights compliance (including compliance with Title VI of the Civil Rights Act of 1964 and accompanying FHWA regulations, the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act), previous experience with DOT or FHWA discretionary grant awards, and the technical experience and resources dedicated to the project. The Technical Capacity Assessment for each application will result in a rating of "certain," "somewhat certain or unknown," or "uncertain." Lack of previous project delivery experience according to Federal requirements is not a sufficient justification by itself for a rating of "uncertain," but may result in a rating of "unknown."

The Financial Completeness Assessment will be reviewed for all eligible applications and will review the availability of matching funds and whether the applicant presented a complete funding package. The Financial Completeness Assessment for each application will result in a rating of "complete," "partially complete," or "incomplete." For projects that receive a rating of "complete" and include funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates, without specified contingency, evaluators may add a comment to note the potential for uncertainty in the estimated project costs. All applicants should describe a plan to address potential cost overruns and future maintenance and preservation costs and how those costs will be funded.

The Project Readiness Ratings described above will be translated to a high, medium-high, medium, medium-low, or low rating, using the tables below:

Rating	**1**	**2**	**3**

Technical Capacity	Uncertain: The team is not confident in the applicant's capacity to deliver this project in a manner that satisfies Federal requirements	Somewhat Certain/Unknown: The team is moderately confident in the applicant's capacity to deliver the project in a manner that satisfies Federal requirements	Certain: The team is confident in the applicant's capacity to deliver the project in a manner that satisfies Federal requirements
Financial Completeness	Incomplete Funding: The project lacks full funding, or one or more Federal or non-Federal match sources are still uncertain as to whether they will be secured in time to meet the project's construction schedule	Partially Complete/Appear Stable and Highly Likely to be Available: Project funding is not fully committed but appears highly likely to be secured in time to meet the project's construction schedule	Complete, Stable and Committed: The Project's Federal and non-Federal sources are fully committed and there is demonstrated funding available to cover contingency/cost increases
Environmental Review and Permitting Risk (ONLY for applications for Construction grants)	High Risk: The project has not completed or begun NEPA and there are known environmental, or litigation concerns associated with the project	Moderate Risk: The project has not completed NEPA or secured necessary Federal permits, and it is uncertain whether they will be able to complete NEPA or secure necessary Federal permits in the time necessary to meet their project schedule	Low Risk: The Project has completed NEPA, or it is highly likely that they will be able to complete NEPA and other environmental reviews in the time necessary to meet their project schedule

To determine the overall Project Readiness rating for applications for Construction grants, FHWA will use the following table:

Rating	**Description**
High	All 3's
Medium-High	Two 3's, one 2
Medium	One 3, two 2's
Medium-Low	All 2's
Low	Any 1's

To determine the overall Project Readiness rating for applications for Planning and Design grants, FHWA will use the following table:

Rating	Description
High	All 3's
Medium-High	One 3, one 2
Medium	All 2's
Low	Any 1's

iii. Overall Application Rating

FHWA will assign each eligible application an overall rating of 'Highly Recommended,' 'Recommended,' or 'Not Recommended' on the following basis:

Overall Merit Rating	Individual Criteria Rating
Highly Recommended	Merit Criteria • At least three 'High' ratings; and • No more than one 'Low" rating; and • No 'Non-Responsive' ratings; and Project Readiness • At least a Medium-High rating
Recommended	Merit Criteria • At least one 'High' rating; and • No more than one 'Low' rating; and • No 'Non-Responsive' ratings; and Project Readiness • At least a Medium rating
Not Recommended	Merit Criteria • One or more 'Non-Responsive' ratings; or • Combination of ratings that do not fit within the definitions of Highly Recommended, Recommended; or Project Readiness • A Medium-Low or Low rating

iv. Priority Selection Considerations

After completing the merit review, among projects of similar merit, FHWA will prioritize FY 2023 ATIIP projects that meet the following:

- Projects that connect key community institutions through active transportation infrastructure, particularly schools; and
- Projects that provide substantial benefits to disadvantaged communities within or around the project area.

2. Review and Selection Process

FHWA will conduct an application intake and eligibility review by providing an initial eligibility screening based on the criteria in Section C. Only eligible projects will be evaluated against the merit criteria and for project readiness as described in Section E.1. The ATIIP application evaluation and selection project consists of (1) a Technical Review, (2) an FHWA Senior Review, and (3) Project Selections.

i. Technical Review

The evaluation of eligible applications will be conducted by a Technical Review Team who may consist of FHWA staff with broad expertise in the subject areas included in the criteria. The Technical Review Team will evaluate each eligible application against the merit criteria in Section E.1.i. and assign an overall application rating as defined under Section E.1.iii. The Technical Review Team will also evaluate the Project Readiness Rating in Section E.1.

Based on the outcome of these reviews, the Technical Review Team will assign an overall rating of Highly Recommended, Recommended, or Not Recommended to each application as outlined in Section E.1.iii.

All of the Highly Recommended and Recommended applications will be reviewed by the FHWA Division Office in the State in which the project is located. The Divisions will review the respective applications and evaluate whether there are any aspects in the delivery of the proposed projects that may prevent the project from timely moving forward upon receipt of an ATIIP grant.

The Technical Review Team will also evaluate each Highly Recommended and Recommended application against its responsiveness to the FHWA Priority Selection Considerations.

ii. Applications Recommended for Consideration by the FHWA Senior Review Team (SRT)

The Technical Review Team will send to the FHWA SRT the overall application rating for each eligible ATIIP application and evaluation of responsiveness to the FHWA Priority Selection Considerations for all Highly Recommended and Recommended projects.

iii. FHWA SRT Process

The FHWA SRT consists of senior FHWA officials who have been requested to serve by the FHWA Administrator. The SRT, which may include the FHWA Administrator's participation in the SRT review process, advises the FHWA Administrator which Highly Recommended and Recommended projects the FHWA Administrator should select for funding.

The FHWA SRT may also propose the selection of a project that is rated Recommended over a Highly Recommended project. When proposing a Recommended project over a Highly Recommended one, the FHWA SRT will select Recommended projects by considering how well the project addressed the merit criteria and number of criteria rated High, as well as the responsiveness to the FHWA Priority Selection Considerations.

When identifying applications to recommend to the FHWA Administrator, the FHWA SRT may consider geographic diversity including, as applicable, the need for a balance between the needs

of rural and urban communities. They may also consider an application's responsiveness to the DOT Priority Selection Considerations.

iv. Project Selections

The FHWA Administrator makes final project selections and will select among the projects advanced by the FHWA SRT. The review process gives the Administrator the discretion to determine which applications best address program requirements, advance the Administration's Priorities and Departmental Strategic Plan Goals, and should be selected. When selecting projects, the Administrator may also consider geographic diversity including the need for a balance between the needs of rural and urban communities, and selecting projects that ensure the effective use of Federal funding.

In selecting projects, the Administrator will ensure that the funding requirements described in Section B.1 of this NOFO are met.

FHWA is not obligated to make any award as a result of this NOFO.

3. Risk Assessment

Prior to entering into a grant agreement, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. The DOT must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System [FAPIIS]). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. FHWA will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

4. Additional Information

FHWA may, during the selection process, enter into discussions with an applicant that may include mutually agreeing upon a lesser amount of a potential award than originally requested in the application if necessary due to the quantity, size, and scope of the applications received in response to this NOFO and the results of the application review process. However, at no times will grants be awarded for projects that would fall beneath the minimum total project cost thresholds of $100,000 in planning and design costs for Planning and Design grants and $15,000,000 in total costs for Construction grants. Discussions may include scalable project options as described under Section D.6.i of this NOFO.

Because award recipients under this program may be first-time recipients of Federal funding, FHWA is committed to implementing the program as flexibly as permitted by statute and to provide assistance to help award recipients through the process of securing a grant agreement.

F. Federal Award Administration Information

1. Federal Award Notices

Following the evaluation outlined in Section E, the FHWA Administrator will announce awarded projects by posting a list of selected projects at

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. Notice of selection is not authorization to begin performance or to incur costs for the proposed project. Following that announcement, FHWA will contact the point of contact listed in the SF- 424 to initiate negotiation of the project agreement for authorization. If the negotiations do not result in the execution of a grant agreement, FHWA reserves the right to decline to fund the announced project.

Recipients of ATIIP Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds. Instead, FHWA will reimburse ATIIP Grant funds only after a project agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Unless authorized by FHWA in writing after FHWA's announcement of FY 2023 ATIIP awards, any costs that a recipient incurs before FHWA executes a project agreement for that recipient's project are ineligible for reimbursement and are ineligible match for cost share requirements.

2. Administrative and National Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200, as adopted by DOT at 2 CFR Part 1201. Applicable Federal laws, rules, and regulations set forth in title 23, U.S.C., and title 23 of the CFR, shall apply to awards provided under this program.

In connection with any program or activity conducted with or benefiting from funds awarded under this NOFO, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the DOT and FHWA; and applicable Federal financial assistance and contracting principles promulgated by OMB. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If FHWA determines that a recipient has failed to comply with applicable Federal requirements, FHWA may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

In particular, E.O. 14005 directs the Executive Branch Departments and agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. Any grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carriers Safety Regulations (FMCSR), or vehicles that are exempt from FMVSS or FMCSR in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

i. Program Requirements

a. Critical Infrastructure Security, Cybersecurity and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber risks, consistent with Presidential Policy Directive 21 - Critical Infrastructure Security and Resilience, and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by DOT and the U.S. Department of Homeland Security, will be required to do so before receiving funds.

b. Domestic Preference Requirements

As expressed in E.O. 14005, "Ensuring the Future is Made in All of America by All of America's Workers," (86 FR 7475), the policy of the executive branch is to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this NOFO are subject to the domestic preference requirements for steel, iron, and manufactured products found in 23 U.S.C. 313, as implemented by 23 CFR 635.410, and the domestic preference requirements for construction materials found in the Build America, Buy America Act (Pub. L. 117-58, div. G §§ 70901-70927), as implemented by 2 CFR part 184. FHWA expects all applicants to comply with those requirements.

The applicability of Federal requirements to a project may be affected by the scope of the NEPA reviews for that project. For example, under 23 U.S.C. 313(h), FHWA's Buy America requirements regarding steel, iron, and manufactured products apply to all contracts that are eligible for assistance under title 23, U.S.C. and are carried out within the scope of the NEPA finding, determination, or decision, regardless of the funding source of such contracts if at least one contract is funded with Title 23 funds.

c. Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the ADA, and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI Plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. FHWA Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

d. Federal Contract Compliance

As a condition of grant award and consistent with E.O. 11246, "Equal Employment Opportunity (30 FR 12319, and as amended)," all federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for

work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing E.O. 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. The OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under "Scheduling" on DOL's Website: https://www.dol.gov/agencies/ofccp/faqs/construction-compliance.

3. Reporting

i. Progress Reporting on Grant Activities

Each applicant selected for ATIIP grant funding must submit semi-annual progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in ATIIP.

ii. Performance and Program Evaluation

As a condition of grant award, ATIIP grant recipients may be required to participate in an evaluation undertaken by FHWA, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The DOT may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; (4) access to right-of-way to contractor or FHWA staff for long-term data and observation collection; and (5) follow evaluation procedures as specified by the evaluation contractor or FHWA staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal Awarding Agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment

needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR Part 200).

iii. ATIIP Project Specific Reporting Requirements

Each applicant selected for ATIIP grant funding must collect and report to FHWA information on the project's performance based on performance indicators FHWA identifies related to program goals and other information as requested by FHWA. Program goals include: 1) improving safety for people walking, bicycling, and rolling; 2) promoting equity throughout the active transportation planning, design, funding, implementation, and evaluation process; 3) achieving safe, accessible, comfortable, and connected multimodal networks; and 4) getting more people walking, bicycling, and rolling. Performance indicators should include measurable goals or targets that FHWA will use internally to determine whether the project meets program goals, and grant funds achieve the intended long-term outcomes of ATIIP. FHWA will work with the grant recipient to establish a recommended two to four performance measures that enable FHWA to measure and evaluate the outcomes of the individual grant. Performance reporting continues for several years after project construction is completed.

Each applicant selected for ATIIP grant funding must report to FHWA on 1) best practices in implementing their project and 2) impediments experienced in developing and shifting to active transportation.

iv. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal Awarding Agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

v. Other

FHWA reserves the right to request additional information, if deemed needed, to better understand the status of the project. The successful applicant will provide additional financial reporting beyond the semi-annual reporting, if such statements are necessary to address FHWA's Stewardship and Oversight responsibility of the funds. The successful applicant also agrees to allow periodic project inspections and FHWA will provide notice for such inspections.

G. Federal Awarding Agency Information

For questions concerning this NOFO and ATIIP, please contact:

Kenan Hall
Agreement Officer
Office of Acquisition and Grants Management
Federal Highway Administration

U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-366-1533

Alternate:

Hector Santamaria
Agreement Officer/Team Leader
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-493-2402

A TDD is available for individuals who are deaf or hard of hearing at (202) 366-3993.

Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Standard Time, Monday through Friday, except Federal holidays.

H. Other Information

1. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) State on the cover of that document that it "Contains Confidential Business Information (CBI)"; (2) mark each page that contains confidential information with "CBI"; (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If FHWA receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, FHWA will follow the procedures described in its FOIA regulations at 49 CFR 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. Publication/Sharing of Application Information

Following the completion of the selection process and announcement of awards, FHWA may publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. This includes unsuccessful applicants. Except for the information properly marked as described in Section H.1, FHWA may make application narratives publicly available or share application information within DOT or with other Federal Agencies if FHWA determines that sharing is relevant to the respective program's objectives.

3. Feedback on Applications

Debriefs by FHWA are available to applicants not selected for award to receive information about the evaluation of their application.

4. Grant Application Resources

FHWA intends to provide resources to help interested applicants understand ATIIP discretionary grant programs through Webinars, frequently asked questions, and other materials provided such as the ATIIP program Website https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. Additional grant applications resources for this and other Departmental grant programs can be found on the DOT Navigator at www.transportation.gov/dot-navigator. User-friendly information and resources regarding DOT's discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) Website at www.transportation.gov/rural. Resources on meaningful public involvement can be found at https://www.transportation.gov/priorities/equity/promising-practices-meaningful-public-involvement-transportation-decision-making.

5. Definitions

Term		**Definition**
Active Transportation		Mobility options powered primarily by human energy, including bicycling and walking. *See* BIL § 11529(l)(1).
Active Transportation Network		Facilities built for active transportation, including sidewalks, bikeways, and pedestrian and bicycle trails, that connect destinations within a community or metropolitan region. *See* BIL § 11529(l)(2).
Active Transportation Spine		Facilities built for active transportation, including sidewalks, bikeways, and pedestrian and bicycle trails that connect between communities, metropolitan regions, or States. *See* BIL § 11529(l)(3).
Community		A geographic area that is socioeconomically interdependent and may include rural, suburban, and urban jurisdictions. *See* BIL § 11529(l)(4).
Complete Streets		Complete Streets are streets designed and operated to enable safe use and support mobility for all users. Those include people of all ages and abilities, regardless of whether they are travelling as drivers, pedestrians, bicyclists, or public transportation riders. The concept of Complete Streets encompasses many approaches to planning, designing, and operating roadways and rights of way with all users in mind to make the transportation network safer and more efficient.

Term		Definition
		Complete Street policies are set at the State, regional, and local levels and are frequently supported by roadway design guidelines.
Disadvantaged Community		Communities with a poverty rate of over 40% based on the majority of census tracts served by the proposed project. *See* BIL § 11529(f)(2).
Indian Tribe		Has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304, defined below): Any Indian Tribe, band, nation, or other organized group, or community, including pueblos, rancherias, colonies and any Alaska Native Village, or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians. *See* BIL § 11529(l)(7).
State		Any of the 50 States, the District of Columbia, or Puerto Rico. *See* 23 U.S.C. 101(a)(28).
Safe System Approach		The SSA is a data-driven, holistic, and equitable method to roadway safety that fully integrates the needs of all users, anticipates the possibility of errors by drivers and other road users, and manages crash impact forces to levels tolerated by the human body. The SSA includes five elements: safe road users, safe vehicles, safe speeds, safe roads, and post-crash care.

No: 21-007
Date: February 3, 2021

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: ACCEPTANCE OF DIVISION AVENUE ROAD SAFETY AUDIT

WHEREAS: Following the authorization from Sandpoint City Council (Council) for a grant application on January 3, 2018, under Resolution No. 18-01, the City of Sandpoint (City), through the Local Highway Technical Assistance Council (LHTAC), was awarded a Local Highway Safety Improvement Program (LHSIP) grant for funding to conduct a Road Safety Audit (RSA) along Division Avenue between Michigan Street and Cedar Street;

WHEREAS: Following the award of this grant funding, under Resolution No. 19-32 on July 17, 2019, Council approved the State/Local Agreement with the Idaho Transportation Department (ITD) for RSA Project No. A021(995) (Key No. 21995), which specified an estimated project cost of $50,000 and a local match requirement of 7.34%;

WHEREAS: In coordination with the City, LHTAC selected Salt Lake City, Utah, firm Fehr & Peers as the qualified consulting professional to complete the RSA, with ITD Local Professional Services Agreement No. 95525 executed on April 22, 2020; and

WHEREAS: Fehr & Peers has completed their work and has presented to the City their Division Avenue Road Safety Audit (Audit), dated December 14, 2020, which details the process and their findings and suggested actions, and which will supplement and inform the City's multimodal transportation master planning effort currently underway.

NOW, THEREFORE, BE IT RESOLVED THAT: The City hereby accepts the Audit, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, and acknowledges the RSA process requirement for the City to provide a formal response.

BE IT FURTHER RESOLVED THAT: The City accepts the findings of the Audit, as presented, with a commitment to incorporate all suggested actions into the City's Multimodal Transportation Master Plan, including a specific implementation strategy with estimated costs and timelines.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk

Division Avenue Road Safety Audit

Prepared for:
Sandpoint, Idaho

December 14, 2020

UT20-2220

FEHR PEERS

Table of Contents

Project Description 1
Data Collection 1
Field Review 1
Crash Data 4
Summary of Observations 8
Additional Observations 19
Summary of Recommendations 21
Easy/Short-Term Mitigations 21
Medium/Medium-Term Mitigations 23
Hard/Long-Term Mitigation 25
Acknowledgements 29
Next Steps 29

List of Figures

Figure 1: RSA location & AADT map. 2
Figure 2: RSA location & commercial truck traffic map. 3
Figure 3: Crashes within the RSA study area by severity. 5
Figure 4: Crashes within the RSA study area by type. 6
Figure 5: Crash density within the RSA study area. 7
Figure 6: Key issues and observations within the RSA study area. 20
Figure 7: School Speed Limit Signs with Flashing Beacons 22
Figure 8: Recommended spot improvements within the RSA study area. 24
Figure 9: Proposed Division Avenue cross section near intersections. 26
Figure 10: Proposed Division Avenue cross section mid-block (away from intersections). 28p

List of Observations

Observation 1: Significant traffic peaks at school start and end times (Photo: Fehr & Peers) 8
Observation 2: Jaywalking between school and church parking lot (Photo: Fehr & Peers). 9
Observation 3: Non-ADA-compliant pedestrian ramps and crosswalks (Photo: Fehr & Peers) 10
Observation 4: School zone signs posted for 20mph with low compliance (Photo: Fehr & Peers). 11
Observation 5: Long northbound queues at Division Avenue & Pine Street during school closing peak (Photo: Fehr & Peers) 12
Observation 6: Street lighting observed to be sparse for pedestrians. (Photo: Fehr & Peers). 13
Observation 7: Sight distance obstructed at Division Avenue & Church Street (Street view image: Google Earth, September 2013) 14
Observation 8: Substandard bus stop (Photo: Fehr & Peers). 15
Observation 9: Nonstandard signage near Sandpoint High School (Photo: Fehr & Peers) 16
Observation 10: Power pole in the center of sidewalk (Photo: Fehr & Peers). 17
Observation 11: RRFB at Division Avenue & Spruce Street (Photo: Fehr & Peers). 18

List of Tables

Table 1: RSA Area & Statewide Crash Data Summary 4

This page intentionally left blank.

Project Description

Fehr & Peers performed a Road Safety Audit (RSA) along Division Avenue from Michigan Street to Cedar Street in Sandpoint, Idaho as requested by the City of Sandpoint and the Local Highway Technical Assistance Council (LHTAC). **Figure 1** shows the RSA location map.

Data Collection

Field Review

Prior to observing traffic conditions Fehr & Peers gathered contextual data about the study area. The data included roadway speeds, Average Annual Daily Traffic (AADT), commercial truck traffic, number of travel lanes, intersection traffic controls, the presence of pedestrian and bicycle facilities, and the types of nearby land uses (e.g. business districts, schools, regional growth centers, and mixed use centers).

Figure 1 outlines the 2019 AADT reported by ITD within the RSA study area and **Figure 2** outlines the commercial truck traffic as a percentage that AADT.

Fehr & Peers visited the site to observe conditions during various times of the day. Fehr & Peers staff were joined by the following RSA team members:

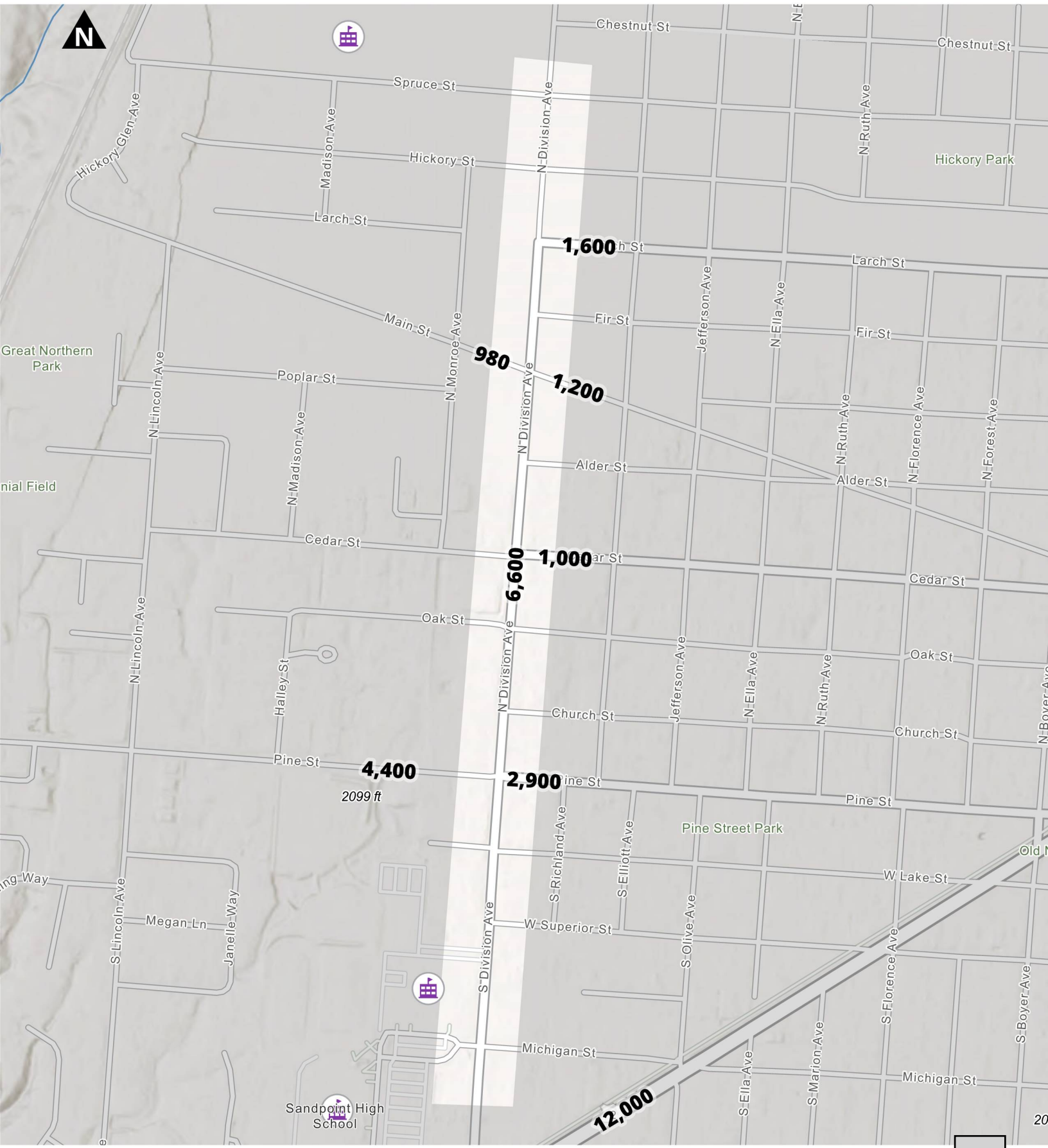
- Amanda Wilson, City of Sandpoint Infrastructure and Development Services,
- Bruce Robertson, City of Sandpoint Infrastructure and Development Services,
- Corey Coon, City of Sandpoint Police Department,
- Steve Klatt, Bonner County,
- Brian Wright, LHTAC,
- Erin Billings, Lake Pend Oreille School District,
- Matt Diel, Lake Pend Oreille School District.

The study area was observed during the following times:

- School opening and morning commuter peak period (7:30 – 9:00 AM)
- School closing peak period (2:00 – 3:30 PM)
- Evening commuter peak period (5:30 – 6:30 PM)
- Nighttime off-peak period (8:30 – 9:30 PM)

As observed by the RSA team, traffic peaked during the 15 minutes immediately before the high school opened for the day from 7:45-8:00 AM, and again during the 15 minutes immediately after the high school closed for the day from 2:30-2:45 PM. Evening commuter traffic appeared more evenly dispersed than the school opening/closing peaks but was still observed to peak from about 5:30-5:45 PM. Minimal traffic was observed during the nighttime visit, and no peaking characteristics were observed during that period.

DIVISION AVE. RSA • ANNUAL AVERAGE DAILY TRAFFIC (AADT)



0 0.13 0.25 Miles

Figure 1

DIVISION AVE. RSA • TRUCK TRAFFIC AS A PERCENT OF AADT

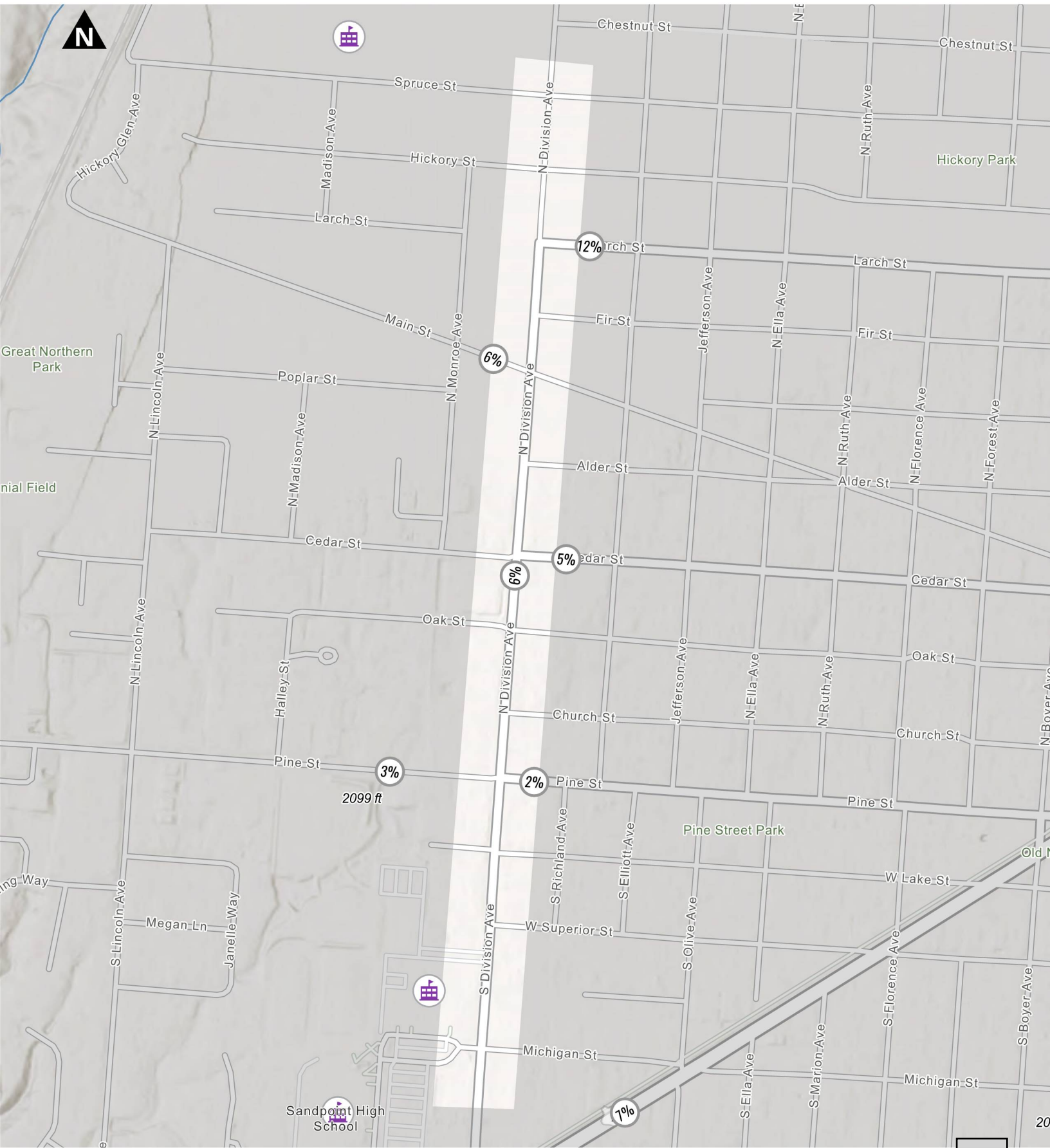


Figure 2

Crash Data

Fehr & Peers reviewed the available crash data from at 2015-2019 from the LHTAC interactive crash map and the ITD Safety Dashboard. The data was compiled to summarize trends, frequency, and severity of collisions along the study corridor. **Table 1** includes a summary of the crash data for the five study years.

Figure 3 shows a map of the crashes within the RSA study area by severity, **Figure 4** shows a map of the crashes within the RSA study area by type, and **Figure 5** shows a heatmap of the crashes in the study area to indicate crash density.

Table 1: RSA Area & Statewide Crash Data Summary

Crash Statistic	Division Avenue		Statewide	
	Crashes	Percent of Crashes	Crashes	Percent of Crashes
Severity				
Property damage only crashes	26	79%	80,151	63%
Possible injury/complaint crashes	0	0%	25,412	20%
Suspected minor/visible injury crashes	3	10%	15,133	12%
Suspected serious injury crashes	4	12%	5,060	4%
Fatal injury crashes	0	0%	1,069	1%
Lighting Conditions				
Day	28	85%	88,382	70%
Dawn or Dusk	0	0%	5,774	5%
Dark, No Street Lights	1	3%	17,429	14%
Dark, Street Lights On	4	12%	14,245	11%
Dark, Street Lights Off	0	0%	828	1%
Crash Type*				
Angle & Angle Turning	19	58%	26,241	21%
Head-on & Head-on Turning	2	6%	7,227	6%
Pedestrian	2	6%	1,149	1%
Rear-end	5	15%	34,124	27%
Side Swipe Opposite & Side Swipe Same	5	15%	12,196	10%

* **Table 1** only reports crashes by type that occurred within RSA area. Other crash types occur in Idaho that are not reported here.
Source: LHTAC Idaho Crash Data Map, ITD Highway Safety Dashboard.

DIVISION AVE. RSA • CRASHES



Figure 3

DIVISION AVE. RSA • CRASHES

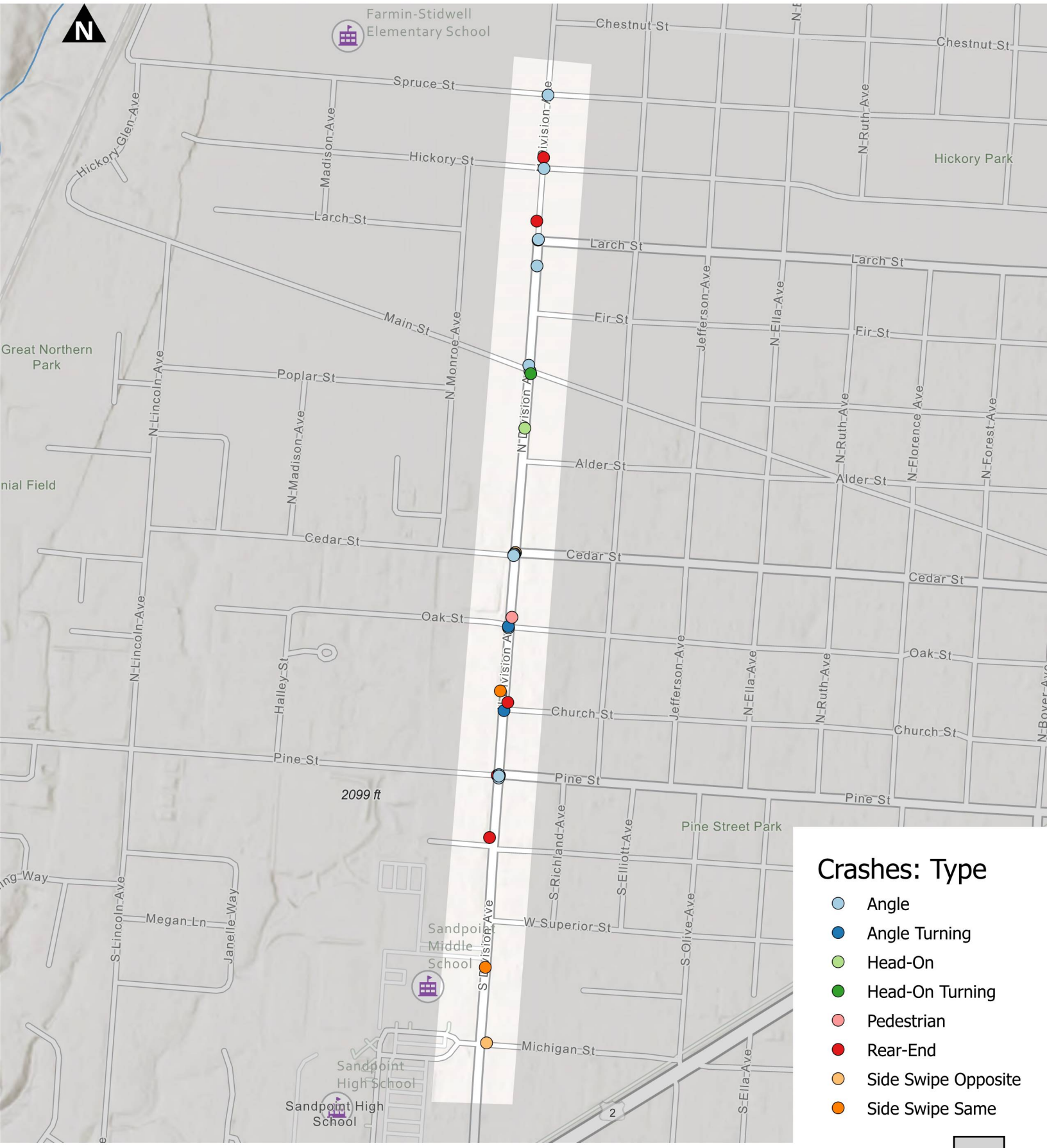


Figure 4

DIVISION AVE. RSA • CRASHES

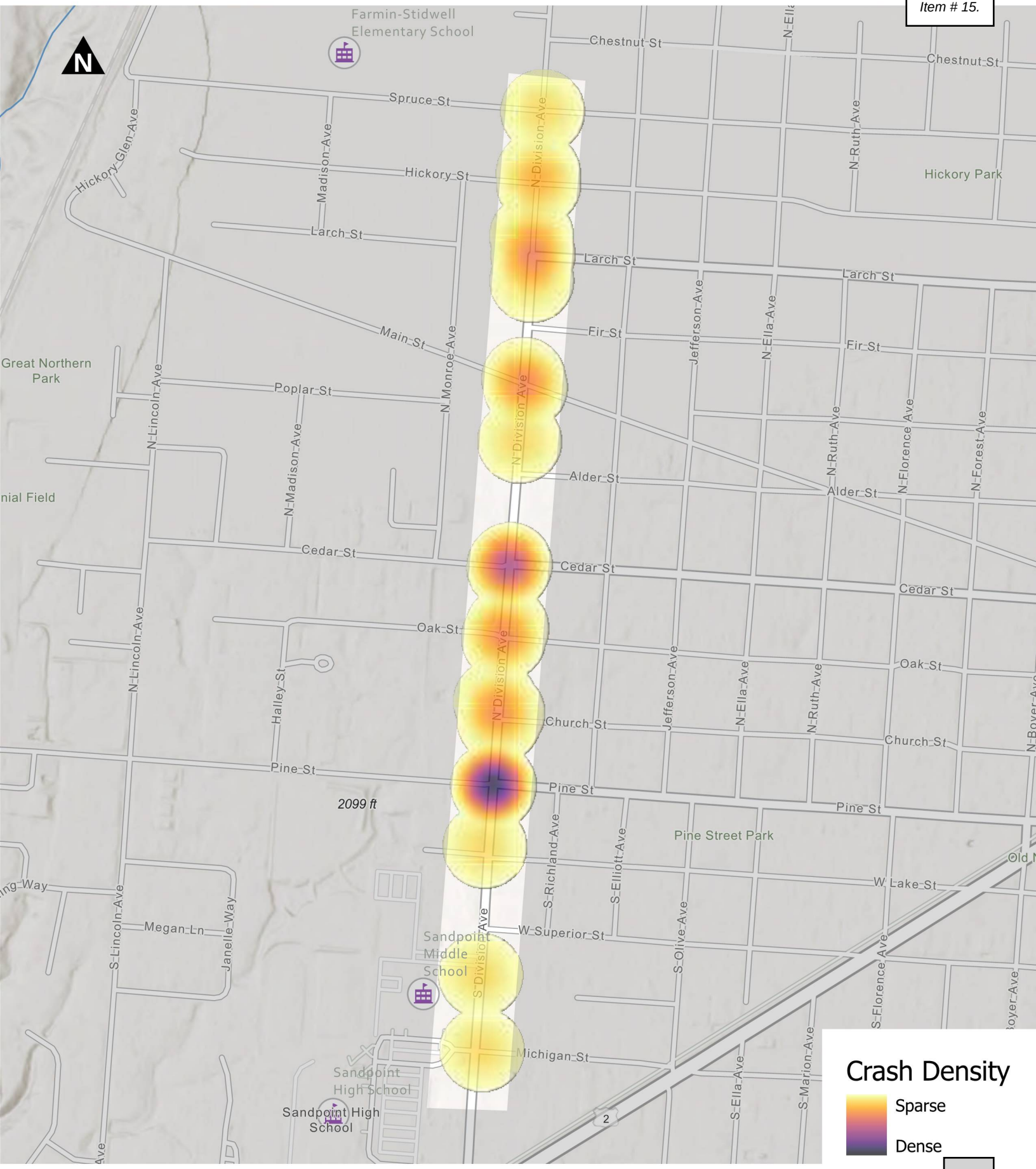


Figure 5

Summary of Observations

Based on the traffic patterns observed during the field visit and the data gathered from LHTAC and ITD, the RSA team made the following observations:



Observation 1: Significant traffic peaks at school start and end times (Photo: Fehr & Peers).

Traffic was observed to exhibit significant peaking characteristics at school start & end times. The City has made incremental improvements to this area to improve safety and address citizen complaints.

During the school start peak period, a trained crossing guard closes the southbound left turn lane on Division Avenue and directs traffic at Michigan Street. The crossing guard was observed to be effective in managing both vehicle and pedestrian traffic to reduce pedestrian/vehicle conflicts during the AM peak.

No additional traffic or pedestrian control was observed during the school closing peak.



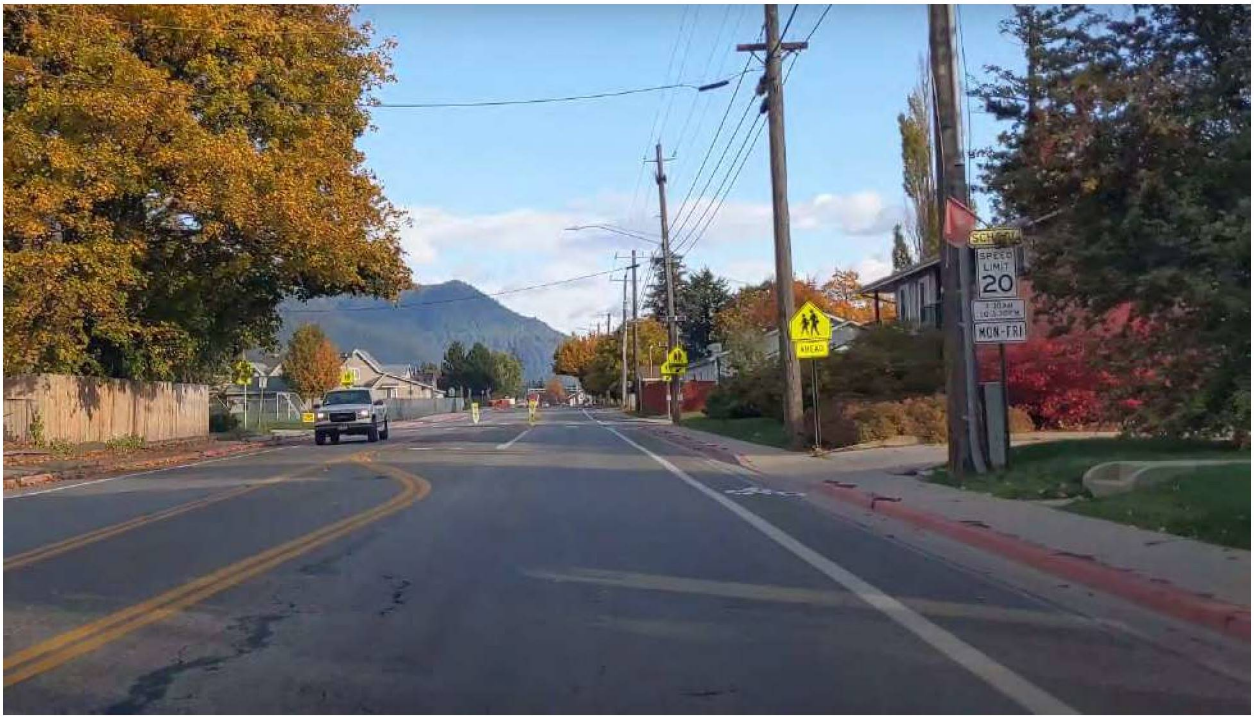
Observation 2: Jaywalking between school and church parking lot (Photo: Fehr & Peers).

Jaywalking was occasionally observed between the high school and the church parking lot on the other side of Division Avenue. As shown in Observation 2, many parents use the church parking lot as a pick-up/drop-off parking lot for the school. The jaywalking at this location was observed to be more frequent during the school closing peak, likely because the crossing guard provided additional protection to pedestrians in the school opening peak.



Observation 3: Non-ADA-compliant pedestrian ramps and crosswalks (Photo: Fehr & Peers).

At the Division Avenue intersections at Michigan Street, Superior Street, and Pine Street, the RSA team observed that pedestrian ramps and crosswalks were not ADA compliant. More specifically, the team observed that the crosswalks did not properly align with the pedestrian ramps. Furthermore, the truncated domes used at the Pine Street intersection were not installed correctly, and the raised curb in the middle of the pedestrian ramps creates an additional hazard for pedestrians.



Observation 4: School zone signs posted for 20mph with low compliance (Photo: Fehr & Peers).

The RSA team observed that school zone signs along Division were posted to reduce the speed limit to 20mph. The speed limit along the rest of Division Avenue is 25mph, so the school zone only reduces the speed limit by 5mph. Furthermore, the school zone speed limit is active from 7:30 AM to 3:30 PM, even during periods when the school is not starting or ending. The law enforcement representative on the RSA team noted that the minor reduction in speed limit and broad time that the school speed limit is in effect has resulted in low compliance, but the increased police presence has helped.



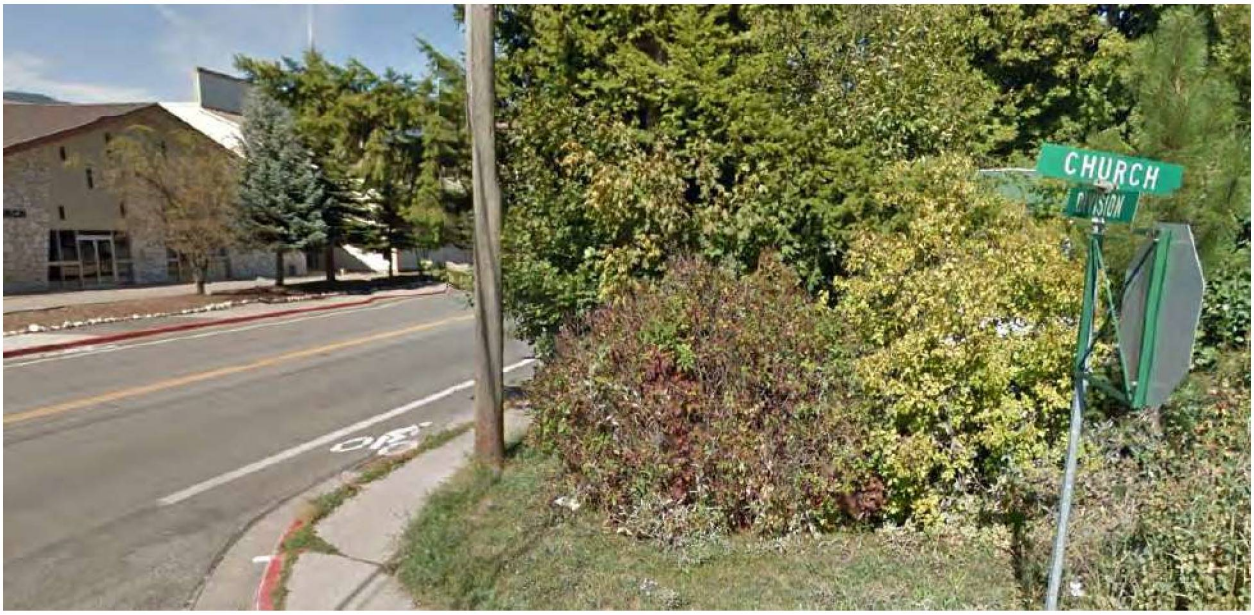
Observation 5: Long northbound queues at Division Avenue & Pine Street during school closing peak (Photo: Fehr & Peers).

Northbound left-turning vehicles were observed driving along the two-way left-turn lane along Division Avenue far in advance of the intersection at Pine Street to illegally get around northbound through/right-turn queue. Law enforcement staff on the RSA team reported that this has caused crashes at this location.



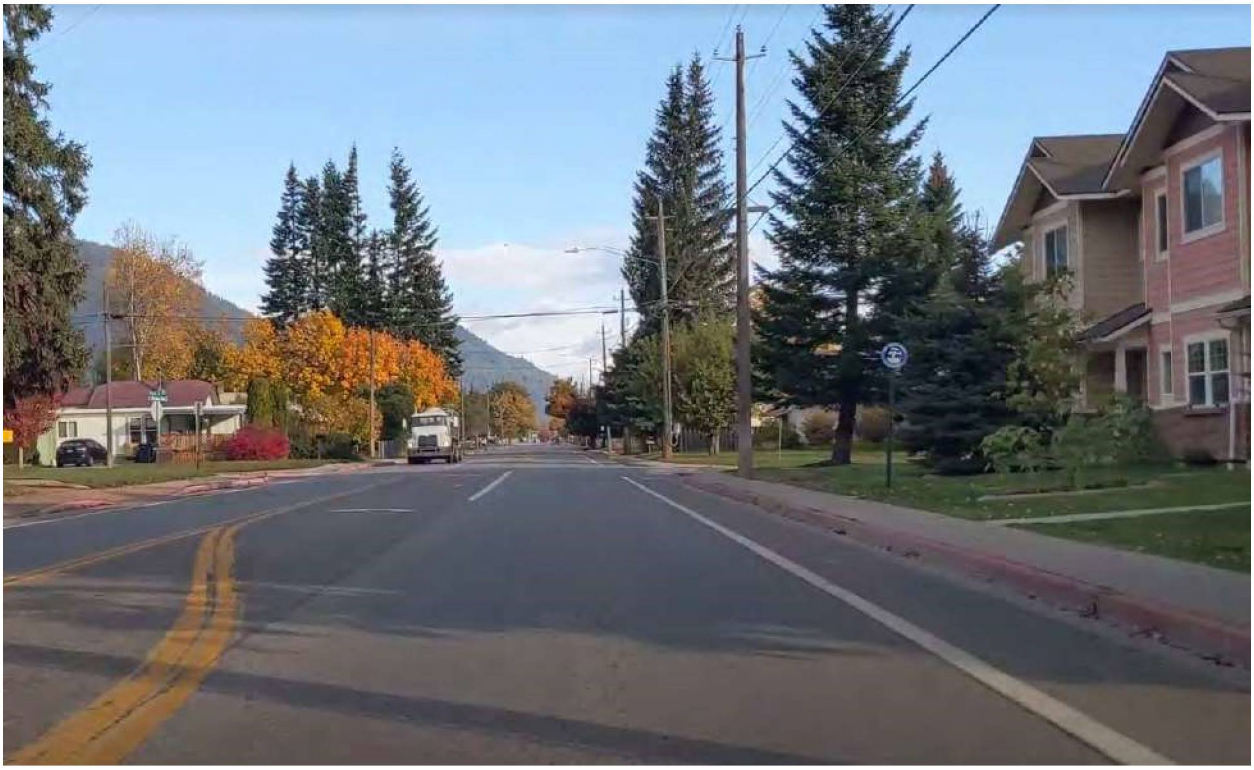
Observation 6: Street lighting observed to be sparse for pedestrians. (Photo: Fehr & Peers).

Division Avenue was not observed to be continuously lit at night. Crosswalks were lit from one corner of each intersection. However, lighting was observed to sparse in some sections, especially for pedestrians and cyclists on the multi-use path along the west side of Division Avenue.



Observation 7: Sight distance obstructed at Division Avenue & Church Street (Street view image: Google Earth, September 2013).

The RSA team observed that vegetation and a light pole at Church Street obstructs the westbound sight distance. The RSA team also observed several instances of low-hanging tree branches over sidewalks occasionally obstructing the pedestrian walkway. Low-hanging branches were observed along Division Avenue near Alder Street, Church Street, Cedar Street, and Pine Street.



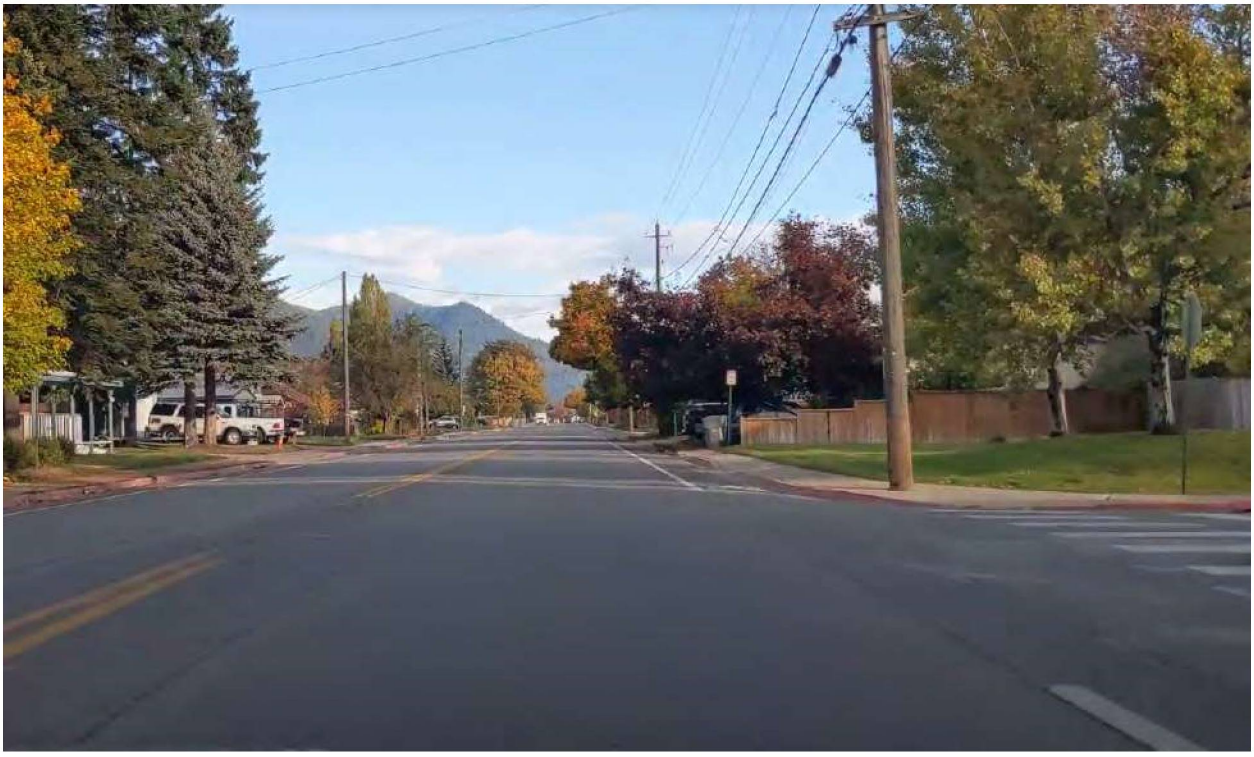
Observation 8: Substandard bus stop (Photo: Fehr & Peers).

The northbound bus stops on Division Avenue were observed to lack pedestrian amenities such as waiting areas, bus shelters and benches.



Observation 9: Nonstandard signage near Sandpoint High School (Photo: Fehr & Peers).

As shown in the Observation 9 photo, the driveway north of the middle school uses nonstandard signs to indicate which driveway is enter only, and which is exit only. These signs may be confusing to drivers since the STOP EXIT ONLY DO NOT ENTER sign is directly adjacent to the ENTER ONLY sign.



Observation 10: Power pole in the center of sidewalk at Division Avenue & Fir Street (Photo: Fehr & Peers).

As shown in Observation 10, a power pole is placed in the center of the sidewalk on the northeast corner of the intersection at Division Avenue & Fir Street. This pole is obstructing the walkway and is preventing the sidewalk from being ADA compliant. Similarly, a pole obstructs the sidewalk the northeast corner of the intersection at Division Avenue & Larch Street.



Observation 11: RRFB at Division Avenue & Spruce Street (Photo: Fehr & Peers).

The City has implemented an RRFB crossing at Spruce which was observed to be effective at managing both vehicle and pedestrian traffic to reduce pedestrian/vehicle conflicts during all observed times of the day. The RRFB was observed to operate well and drivers were observed to comply with the sign during the team's field visits.

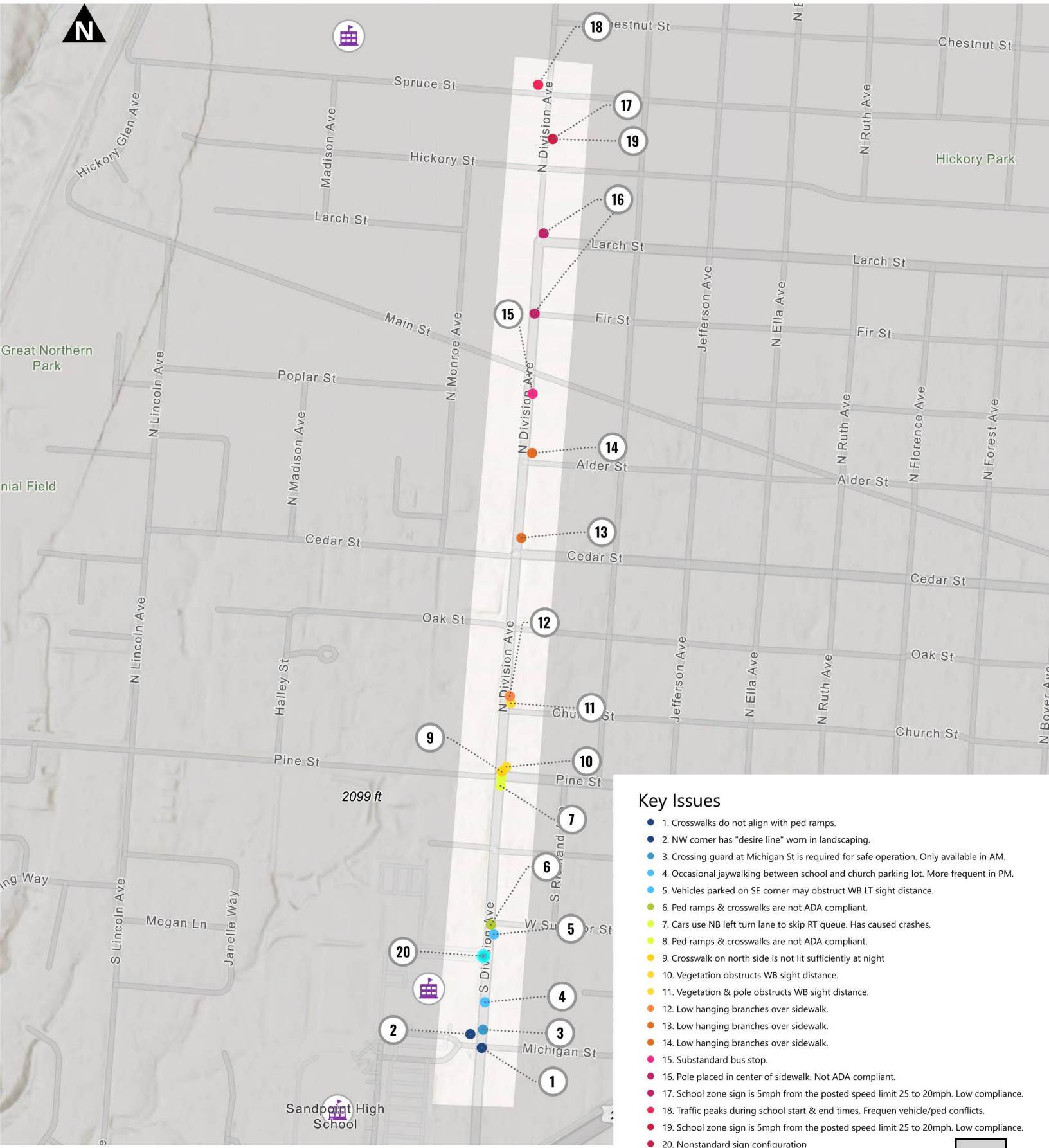
Additional Observations

The RSA team made four additional general observations:

1. Snow buildup along the sidewalk on the east side of Division Avenue has been reported to be an issue due to the lack of snow storage and lack of snow removal. Sandpoint City staff has indicated that a 5 feet minimum park strip buffer between the travel lanes and the sidewalk/multi-use path would be preferred for snow storage.
    a. It should be noted that the City was reported to successfully keep travel lanes in the road clear of snow along Division Avenue. The multi-use path was also reported to be maintained during snowy months; however, snow storage continues to be a concern along the multi-use path. Implementing the suggestions recommended in the following section will likely improve the conditions of the path and the road during snowy months.
2. Division Avenue is currently designated as a truck route and should continue to accommodate trucks until a different truck route is established.
3. The multi-use path along Division is 8 feet wide, whereas 10 feet is the preferred minimum for a bidirectional multi-use path. Staff also noted that gravel and sand buildup was common along the multi-use path.
4. The reflectivity of current street signs at night appeared to be adequate along Division Avenue.
5. Division Avenue is striped with three-lanes from Michigan Street to Pine Street. The rest of Division Avenue is striped with two-lanes but maintains the same cross-sectional width. In the segments with only two lanes, the lane widths increase to 17 feet. The wider lanes encourage speeding.
6. The RSA team observed that most cyclists avoided the bike lanes along Division Avenue and instead used the multi-use path. Cyclists were also occasionally observed biking northbound in the southbound bike lane to get around other users in the multi-use path. The bike lanes are currently 5 feet wide and utilize the gutter to accomplish this width. However, the AASHTO Guide for the Development of Bicycle Facilities state that "the gutter should not be included in the measurement as usable width, as bicyclists will typically ride well to the left of the joint," (AASHTO, 2012)

Figure 6 outlines the key issues and their locations along Division Avenue that were mentioned in this section.

DIVISION AVE. RSA • KEY ISSUES



Key Issues

1. Crosswalks do not align with ped ramps.
2. NW corner has "desire line" worn in landscaping.
3. Crossing guard at Michigan St is required for safe operation. Only available in AM.
4. Occasional jaywalking between school and church parking lot. More frequent in PM.
5. Vehicles parked on SE corner may obstruct WB LT sight distance.
6. Ped ramps & crosswalks are not ADA compliant.
7. Cars use NB left turn lane to skip RT queue. Has caused crashes.
8. Ped ramps & crosswalks are not ADA compliant.
9. Crosswalk on north side is not lit sufficiently at night
10. Vegetation obstructs WB sight distance.
11. Vegetation & pole obstructs WB sight distance.
12. Low hanging branches over sidewalk.
13. Low hanging branches over sidewalk.
14. Low hanging branches over sidewalk.
15. Substandard bus stop.
16. Pole placed in center of sidewalk. Not ADA compliant.
17. School zone sign is 5mph from the posted speed limit 25 to 20mph. Low compliance.
18. Traffic peaks during school start & end times. Frequen vehicle/ped conflicts.
19. School zone sign is 5mph from the posted speed limit 25 to 20mph. Low compliance.
20. Nonstandard sign configuration

Summary of Recommendations

Based on the observations outlined in the previous section, the RSA team has outlined several recommendations organized into three levels of mitigation:

1. Easy/Short-Term Mitigations: signing, striping, lighting
2. Medium/Medium-Term Mitigations: sidewalk, pedestrian ramp improvements (flatwork)
3. Hard/Long-Term Mitigation: roadway reconfiguration

Easy/Short-Term Mitigations

Recommendation 1: Coordinate with Lake Pend Oreille School District to Implement Walking School Bus for Elementary School

A "walking school bus" program organizes a group of children to walk to school with one or more adults. The goal of walking school bus programs is to reduce the number of vehicles traveling to and from a school and provide a safer walking environment for the elementary aged children. A "walking school bus" program could be implemented and maintained by the school district at the elementary school on Spruce Street to encourage children to walk to school and reduce the number of drop-off and pick-up trips to and from the school during the school opening and closing peaks, respectively. By reducing the number of vehicle trips, the number of pedestrian/vehicle conflicts near elementary school would be reduced. Having an organized "walking school bus" program will also provide parents with a sense of security for their children to safely walk to/from school and the leading adult can walk the children along safer routes or the other side of the street when, for instance, the east side sidewalk on Division Avenue is full of snow.

Recommendation 2: Implement Crossing Guard During School Closing Peak Period

Due to the effectiveness of the crossing guard during the school opening peak period, the City is recommended to coordinate with the school district to implement a similar crossing guard in the school closing peak to provide additional protection to pedestrians and reduce pedestrian/vehicle conflicts.

Recommendation 3: Add East-West Crosswalk at Fir Street

Division Avenue currently has no crosswalks between Cedar Street and Spruce Street. Fehr & Peers recommends adding an east-west crosswalk at Fir Street to improve pedestrian connectivity and to reduce the likelihood of jaywalking in areas without a crosswalk.

Recommendation 4: Increase School Zone Sign Visibility, Limit Restrict Time Active

The school zone speed limit is 20mph (5mph lower than the normal speed limit on Division Avenue) and active from 7:30 AM to 3:30 PM. To increase compliance with the school zone speed limit, the RSA team

recommends adding flashing lights to the school zone speed reduction signs (see **Figure 7** for example); the flashing lights should be either automatically scheduled, or manually activated by a crossing guard. The RSA team also recommends that the school zone speed limit reduction should only active during school opening and closing peak periods, when students are likely to be present. If speeds continue to be an issue during the school opening and closing peak period, then reducing the school zone speed limit to 15mph (10mph lower than the normal speed limit) would be appropriate. Police presence to enforce the speeds should continue to be a priority.



Figure 7: School Speed Limit Signs with Flashing Beacons

Recommendation 5: Reconfigure Northbound Approach at Division Avenue & Pine Street

To prevent northbound left-turning vehicles from driving in the two-way left-turn lane along Division Avenue the two-way left-turn striping should end at Lake Street instead of at Pine Street. Standard left north- and southbound left-turn lanes should be striped at Lake Street to provide left turn storage for those movements. Furthermore, the northbound left-turn storage lane at Pine Street should be extended to provide additional queue storage space. If this problem continues, a raised center curb median could be added along the left-turn lane to more fully prohibit this movement from occurring.

Recommendation 6: Perform a Lighting Inventory and Add Lighting as Needed

Fehr & Peers recommends performing a lighting study to determine where additional lighting is needed along Division Avenue, especially for pedestrians and cyclists on the multi-use path. The study should aim to provide sufficient lighting for the multi-use path, sidewalk, and crosswalks along Division Avenue.

Recommendation 7: Remove or Restrict Vegetation in Problem Areas

Fehr & Peers recommends removing or limiting the vegetation on the northeast corner of Division Avenue & Church Street to prevent the westbound sight distance from being obstructed. Fehr & Peers also recommends managing or limiting the vegetation along the sidewalk and multi-use path to prevent low-hanging tree branches over sidewalks from obstructing the pedestrian walkway.

Recommendation 8: Relocate or Replace Driveway Signs North of High School

Fehr & Peers recommends replacing and relocating the nonstandard signs located at the driveway north of the high school. The signs should be replaced with standard MUTCD signs to better indicate which driveway is enter-only and which driveway is exit-only. The sign marked STOP EXIT ONLY DO NOT ENTER is an improper use of a stop sign and should be replaced with an R5-1 (DO NOT ENTER) or R5-1a (WRONG WAY) and relocated closer to the exit-only driveway. The ENTER ONLY post should be relocated to the other side of the entry-only driveway.

Medium/Medium-Term Mitigations

Recommendation 9: Redo the pedestrian ramps

The pedestrian ramps at Division Avenue & Michigan Street, at Division Avenue & Superior Street, and at Division Avenue & Pine Street are not ADA compliant and should be reconstructed to achieve ADA compliance.

Recommendation 10: Provide Bus Benches or Bus Shelters at Bus Stops

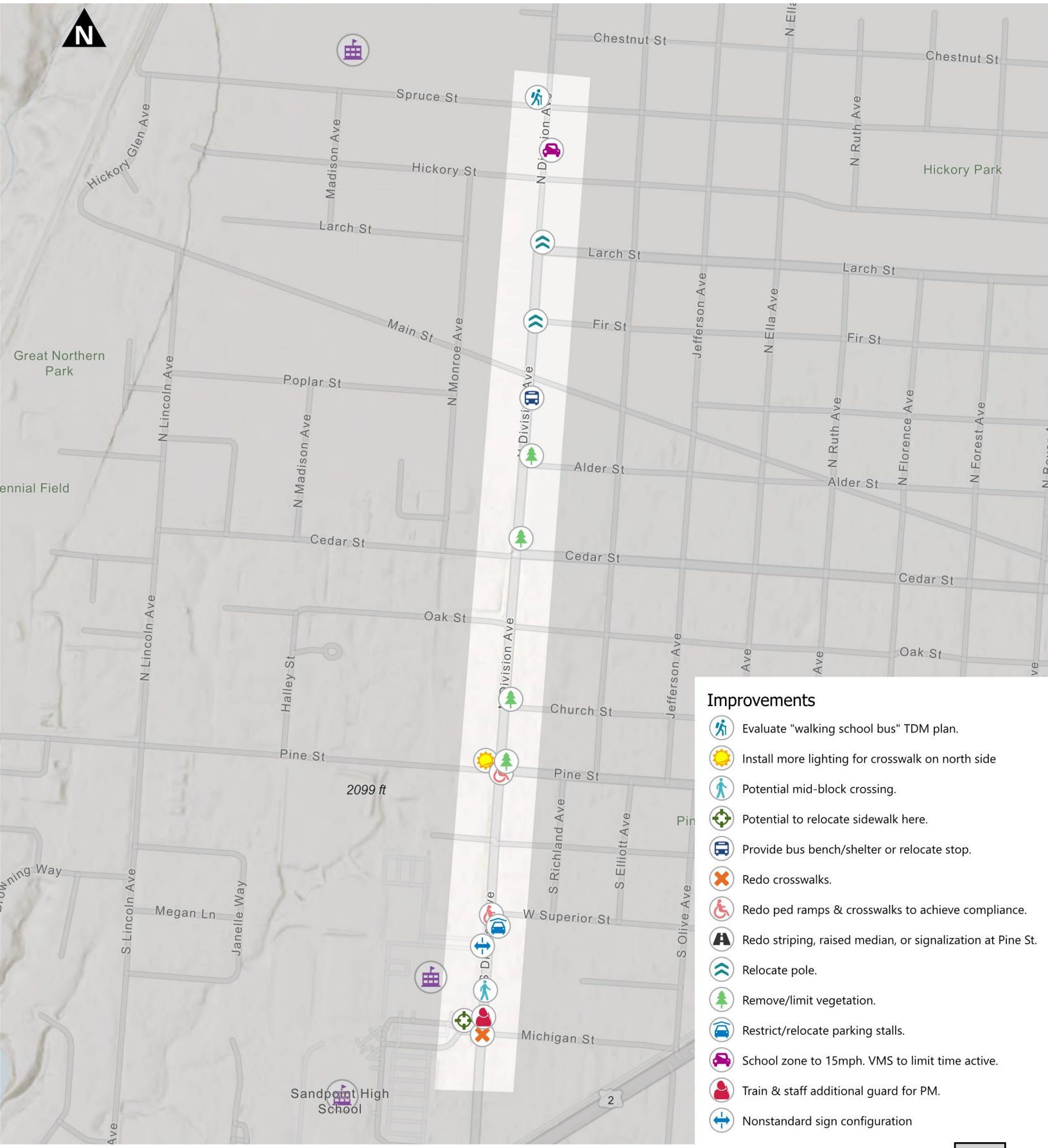
Fehr & Peers recommends providing pedestrian amenities such as concrete waiting areas, benches and/or shelters for transit users. The southbound bus stop near the library between Cedar Street and Oak Street currently provides a bus shelter with a bench that could serve as a template for other bus stops along the corridor. Depending on the location of the bus stop, relocating the bus stop poles may also be necessary to adequately provide space for a bench or shelter.

Recommendation 11: Relocate the Power Poles in the Sidewalk at Division Avenue & Fir Street and at Division Avenue & Larch Street

The power poles placed in the center of the sidewalk on the northeast corner of the intersections at Division Avenue & Fir Street and at Division Avenue & Larch Street should be relocated to prevent them from blocking the walkway.

Figure 8 outlines the easy/short-term and medium/medium-term improvements recommended along the RSA study area.

DIVISION AVE. RSA • CORRIDOR SPOT IMPROVEMENT



Improvements

- Evaluate "walking school bus" TDM plan.
- Install more lighting for crosswalk on north side
- Potential mid-block crossing.
- Potential to relocate sidewalk here.
- Provide bus bench/shelter or relocate stop.
- Redo crosswalks.
- Redo ped ramps & crosswalks to achieve compliance.
- Redo striping, raised median, or signalization at Pine St.
- Relocate pole.
- Remove/limit vegetation.
- Restrict/relocate parking stalls.
- School zone to 15mph. VMS to limit time active.
- Train & staff additional guard for PM.
- Nonstandard sign configuration

Figure 8

Hard/Long-Term Mitigation

Recommendation 12: Reconfigure the Cross Section of Division Avenue

To better serve cyclists, pedestrians, and vehicle traffic along Division Avenue, Fehr & Peers recommends reconfiguring the full length of Division Avenue. Fehr & Peers measured the cross section of Division Avenue at multiple locations and found the average cross section to be about 57 feet across. Sandpoint Public Works staff indicated that maintaining the multi-use path was essential. For bi-directional travel, the multi-use path should be expanded to be at a minimum 10 feet wide. The Public Works staff also indicated that landscaped buffers should be included in any reconfiguration to provide space for snow storage during the winter and to serve as a buffer between cyclists, pedestrians, and vehicle traffic. Since Division Avenue is a designated truck route, Fehr & Peers also recommends maintaining at least 11 feet lanes throughout the corridor.

Figure 9 shows the cross section of Division Avenue near intersections where a left-turn lane is required. In these segments, the bike lanes are recommended to be removed and the vehicle lanes are recommended to be narrowed to 11 feet to accommodate the widened multi-use path, planting strips, and sidewalk. Since bike lanes would no longer be provided along Division Avenue, Fehr & Peers recommends adding "Sharrow" pavement markings to indicate to drivers that cyclists may use the vehicle travel lane. The sharrows will provide an area for the commuting cyclists while the multi-use path provides an area for the other users who are less comfortable sharing the road with motor vehicles. With the additional space, Fehr & Peers recommends widening the multi-use path to 12 feet and marking it for bi-directional travel. The east side sidewalk is also recommended to be widened to 6 feet for the length of the corridor. Planting strips are also recommended to be added to provide snow storage. While Sandpoint City staff expressed that planting strips should be 5 feet wide, due to the limited cross-section space, staff also expressed that a minimum planting strip width of 3 feet would be acceptable near intersections with left-turn lanes.

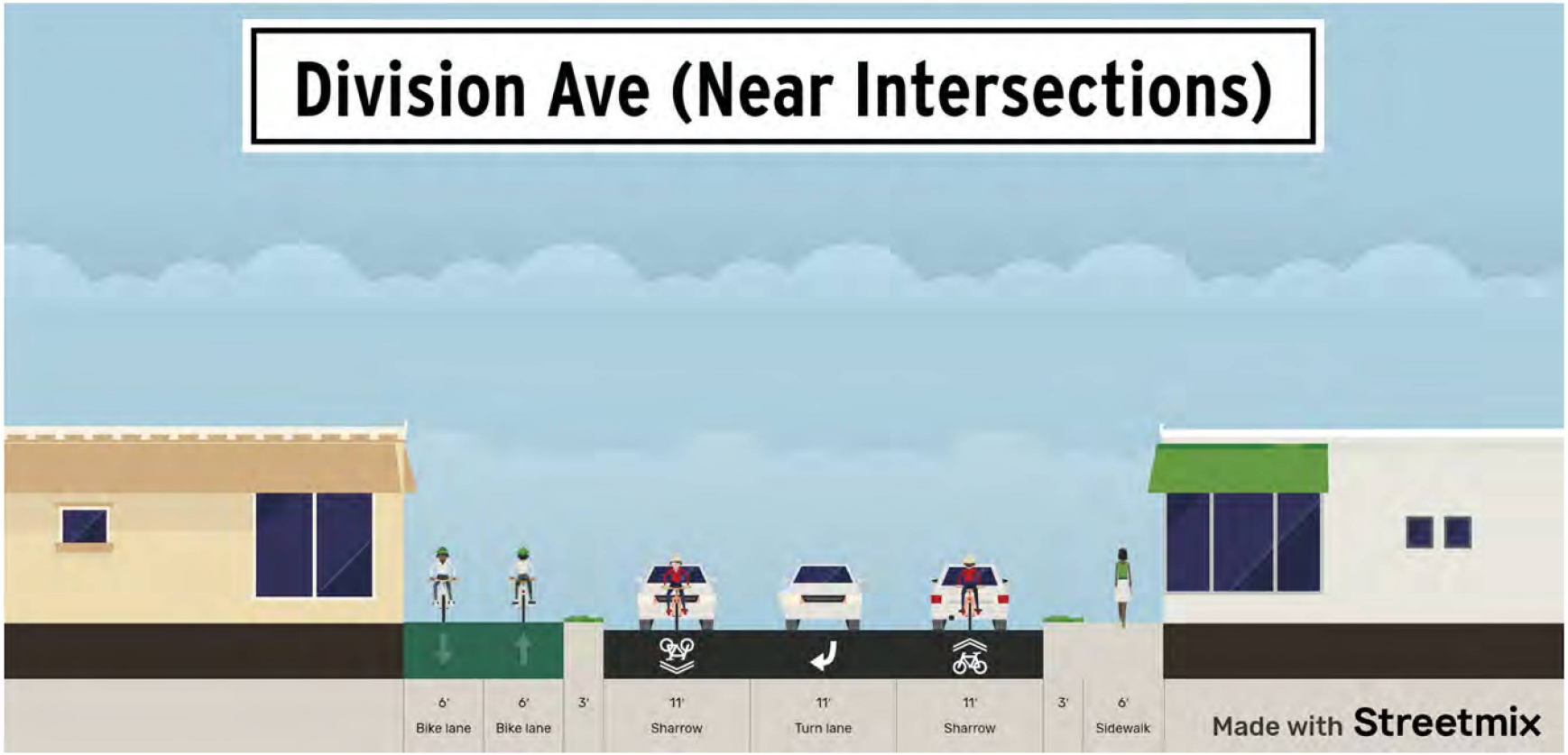


Figure 9: Proposed Division Avenue cross section near intersections.

Figure 10 shows the cross section of Division Avenue between intersections where no left-turn lane is required. In these segments, the 11 feet turn lane is removed and the planting strips are recommended to be widened to provide additional snow storage. The travel lanes are also widened to 12 feet with an extra 0.5 foot added to the gutter, also for snow storage. The multi-use path and sidewalk widths are also recommended to be maintained to provide a continuous walking/biking trail.

The reconfiguration is recommended for the following reasons:

1. The wider, directionally marked, multi-use path would provide additional space to cyclists and pedestrians.
2. The current 5 feet sidewalk is restrictive for pedestrians with disabilities. Widening to 6 feet provides additional space to make the sidewalk more comfortable.
3. The planting strips between the multi-use path/sidewalk and the vehicle travel lanes serve as snow storage and as additional buffer space between bikes/peds and vehicle traffic.
4. Historically, wide vehicle travel lanes, like the current lanes along Division Avenue encourage speeding. Narrowing the lanes along Division Avenue is recommended to discourage speeding.

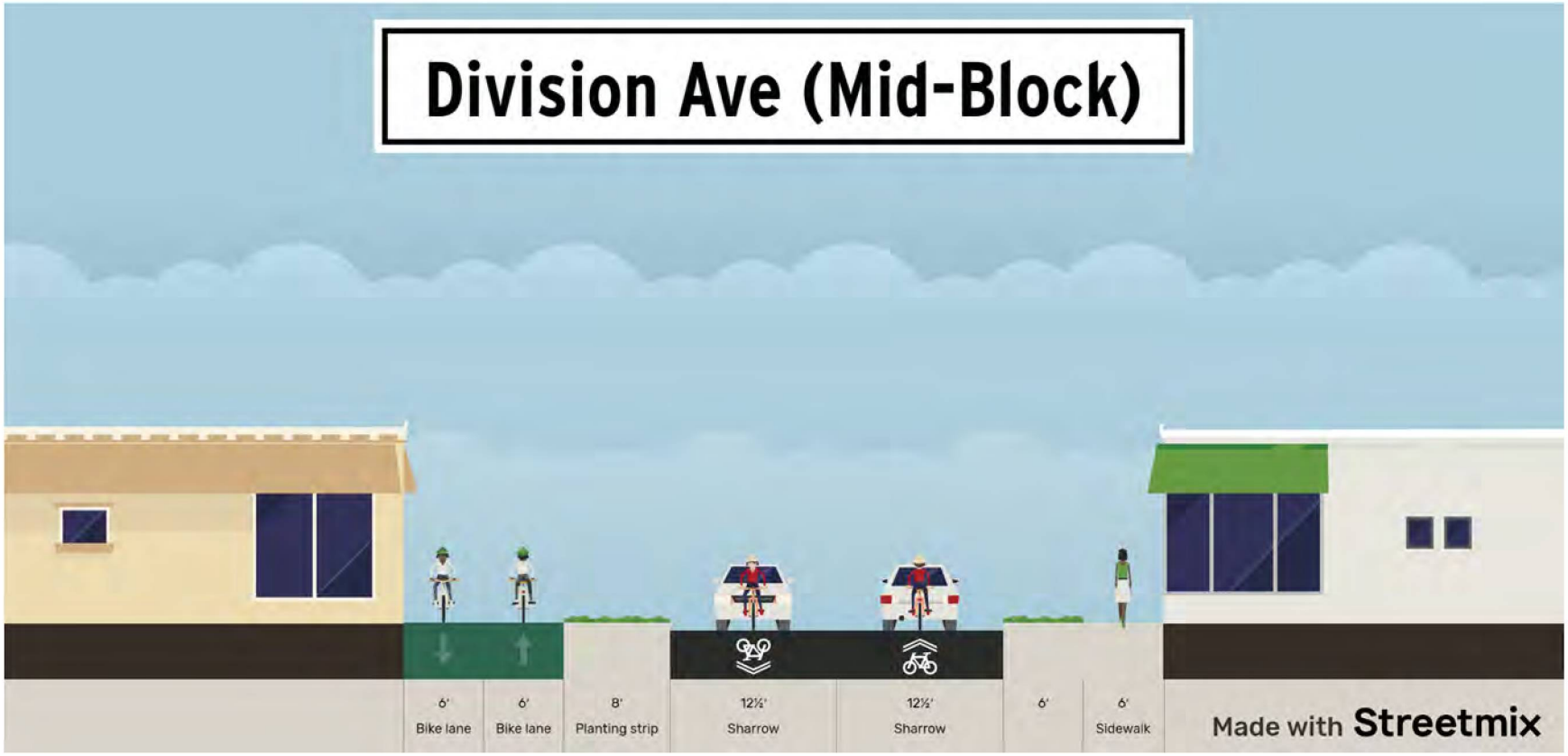


Figure 10: Proposed Division Avenue cross section mid-block (away from intersections).

Acknowledgements

The RSA team acknowledges the efforts and contributions of the following groups:

- Sandpoint Public Works
- Bonner County
- LHTAC
- Lake Pend Oreille School District
- Sandpoint Police Department

Next Steps

This RSA is also intended to inform the direction of the Sandpoint MTMP currently in development. This RSA should be consulted when outlining development plans and strategies within the RSA study area.

Part A

CHAPTER 1

BACKGROUND TO ROAD SAFETY AUDITS

1.0 Introduction

1.1 Purpose

The primary purpose of this guideline is to provide a foundation for public agencies to draw upon when developing their own Road Safety Audit (RSA) policies and procedures and when conducting RSAs within their jurisdiction. The availability of a consistent guideline is anticipated to lead to a better understanding of the core concepts of RSAs and to promote their use.

These guidelines are intended to promote the implementation of RSAs in the United States.

1.2 Scope of Guidelines

These guidelines were developed by building upon experiences gained in the United States and in other countries. They are meant to present basic RSA principles, to encourage public agencies to implement RSAs, and to embrace them as part of their everyday practice. When used they should be tailored to suit local conditions.

1.3 What are Road Safety Audits?

An RSA is a formal safety performance examination of an existing or future road or intersection by an independent audit team. It qualitatively estimates and reports on potential road safety issues and identifies opportunities for improvements in safety for all road users.

RSAs represent an additional tool within the suite of tools that currently make up a multidisciplinary safety management system aimed at improving safety.

As such, RSAs are not a replacement for:

- Design quality control or standard compliance checks also known as "safety reviews of design"
- Traffic impact or safety impact studies
- Safety conscious planning
- Road safety inventory programs
- Traffic safety modeling efforts

What are Road Safety Audits.

Confusing RSAs with the quality control of design is the most common misinterpretation of the role and nature of an RSA. Compliance with design standards, while important, does not necessarily result in an optimally safe road design and, conversely, failure to achieve compliance with standards does not necessarily result in a design that is unacceptable from a safety perspective.

What are road safety audits?	What road safety audits are NOT!
RSAs are: • Focused on road safety. • A formal examination. • Proactive in nature. • Conducted by a multidisciplinary team (more than one auditor). • Conducted by an audit team that is independent of the design team. • Conducted by an audit team that is adequately qualified, both individually and as a team. • Broad enough to consider the safety of all road users and road facilities. • Qualitative in nature.	**RSAs are:** • Not a means to evaluate, praise or critique design work. • Not a check of compliance with standards. • Not a means of ranking or justifying one project over another. • Not a means of rating one design option over another. • Not a redesign of a project. • Not a crash investigation or crash data analysis (although the crash history of an existing road is reviewed to make sure that previous crash patterns have been addressed). • Not a safety review.

The aim of an RSA is to answer the following questions:

- What elements of the road may present a safety concern: to what extent, to which road users, and under what circumstances?
- What opportunities exist to eliminate or mitigate identified safety concerns?

EXHIBIT 4.1

Road Safety Audit Process: Typical RSA steps include:

Step 1: Identify project or existing road to be audited
As a result of this step, the project or existing road to be audited is determined and the parameters for a RSA are set.

Step 2: Select RSA Team
As a result of this step, an independent, qualified, and multidisciplinary team of experts suitable for the specific RSA stage is selected.

Step 3: Conduct a pre-audit meeting to review project information
The meeting brings together the project owner, the design team and the audit team to discuss the context and scope of the RSA and review all project information available.

Step 4: Perform field reviews under various conditions
The objective of project data review is to gain insight into the project or existing road, prepare for the field visit and identify areas of safety concerns. The field visit is used to get further insight into the project or existing road and to further verify/identify areas of safety concern.

Step 5: Conduct audit analysis and prepare report of findings
As a result of this step, the safety issues are identified and prioritized and suggestions are made for reducing the degree of safety risk. The RSA results are then succinctly summarized in the formal RSA report.

Step 6: Present audit findings to Project Owner/ Design Team
In this step, audit team orally reports the key RSA findings to the project owner and design team in order to facilitate the understanding of RSA findings.

Step 7: Prepare formal response
Once submitted, the formal response becomes an essential part of the project documentation. It outlines what actions the project owner and/or design team will take in response to each safety issue listed in the RSA report and why some of the RSA suggestions could not be implemented.

Step 8: Incorporate findings into the project when appropriate
This final step ensures that the corrective measures outlined in the response report are completed as described and in the time frame documented.

Idaho State Police

Service Since 1939

Colonel Kedrick R. Wills
Director

Brad Little
Governor

May 20, 2024

RECEIVED
BY: CAB
MAY 22 2024
CITY OF SANDPOINT

Jeremy Grimm
City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

Re: Resort City Restaurant specialty liquor license

Dear Mayor Grimm:

Congratulations, your city is eligible for the new Resort City Restaurant specialty liquor license. You are most likely aware of the legislation passed this session that will allow up to three specialty licenses for Resort Cities in Idaho on July 1, 2024. The Resort Cities Coalition recently sent information to ABC regarding the new law. Please review the statute (Idaho Code Section 23-903c.) on ABC's website, www.isp.idaho.gov/abc, as the applicant must meet several qualifications and is also subject to the approval of the mayor and city council.

To expedite and simplify the offer of these licenses to restaurants in your town, we first need to compile a list of Resort Cities that will be allowing up to three additional liquor licenses.

Your email response to this letter is kindly requested **on or before June 15, 2024.** Please include a copy of the resolution approving this measure for your city and how many licenses you intend to allow.

Applicants on the ABC priority waiting list are eligible to apply. ABC will notify applicants in writing that they are eligible to begin the application process for a Resort City Restaurant liquor license. A form will be sent with the applications, which must be signed by a city official noting that the statutory criteria set forth have been met. The signed form must also include documentation showing that the sewage flows exceed low-season flows by at least 20%. Applicants are required to submit the signed city approval form with their application for the Resort City Restaurant specialty license.

We greatly appreciate your cooperation in this matter and look forward to your response as soon as possible.

Please do not hesitate to contact our office with any questions or if we can assist you.

Sincerely,

Captain Rocky Gripton
Alcohol Beverage Control Bureau
Idaho State Police
208.884.7062
rocky.gripton@isp.idaho.gov

No: 24-
Date: June 5, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AUTHORIZING UP TO THREE (3) ADDITIONAL RESORT CITY RESTAURANT LIQUOR LICENSES AS PROVIDED BY NEW IDAHO CODE § 23-903c

WHEREAS: The City of Sandpoint qualifies as a resort city as defined in Idaho Code § 50-1044;

WHEREAS: Licenses for the retail sale of liquor by the drink are limited to one (1) for each one thousand five hundred (1,500) in population or two (2) for cities with a population of one thousand five hundred (1,500) or fewer, as provided by Idaho Code § 23-903;

WHEREAS: Senate Bill No. 1381, passed during the 2024 regular session of the Idaho Legislature, created a new section, Idaho Code § 23-903c, effective July 1, 2024, which will allow for an additional up to three (3) restaurant liquor licenses within a resort city;

WHEREAS: The City of Sandpoint's recreation and tourism economy will be augmented by the additional available resort city restaurant liquor licenses; and

WHEREAS: The City meets eligibility requirements as defined within Idaho Code § 23-903c in order to issue the additional liquor licenses to qualifying restaurants.

NOW THEREFORE BE IT RESOLVED THAT: The City Council does hereby approve and authorize the submission of applications for and issuance of additional resort city restaurant liquor licenses as will be allowed under Idaho Code § 23-903c.

BE IT FURTHER RESOLVED THAT: The City Council wishes to allow, in Sandpoint, the maximum number of three (3) additional resort city restaurant liquor licenses allowed by Idaho Code § 23-903c.

BE IT FURTHER RESOLVED THAT: The City Council does hereby authorize the Mayor or his designee to forward this Resolution to the Idaho State Police and take any other administrative actions reasonably necessary to effectuate the allocation of resort city liquor licenses to qualifying restaurants as described in Idaho Code § 23-903c.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

Received By C. Brocaille
MAY 23 2024
City of Sandpoint Idaho

SANDPOINT CITY COUNCIL AGENDA REQUEST FORM

Today's date: 5/21/2024

Date of meeting 6/5/2024

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

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

Justin Dick

Address: 602 S. Ella Ave

Phone number and email address: 208 610 8979 Justin Dick

Authorized by: Joel Aispuro
name of City official

City official's signature

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

*Subject: letter from Council & Mayor to Army Corp of Engineers for Lake Pend Oreille Lake level

Summary of what is being requested: Dicussion w/ Council & Mayor about drafting a letter to the Army Corp of Engineers on the economic impact of Lake Pend Oreille not being full pool

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 or No**

   If yes, in what way? _____

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**

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: Public comment to direct additional impacts

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

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

This form must be submitted no later than 6 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 Staff, please check one box: Consent ☐ Old Business ☐ New Business ☒ Other/Unknown ☑