



CITY COUNCIL REGULAR MEETING AGENDA

November 20, 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

Public Comments

Consent Calendar - action item

- 1.** Approval of the Minutes from Council's November 6, 2024, Meeting - ***action item***
- 2.** Payables Report / Bills for Payment Approval - ***action item***
- 3.** Proposed Resolution: Awarding Bid and Approving Agreement for Ruth Avenue to Boyer Avenue Sewer Main Replacement Project (City Agreement No. A25-3257-1) - ***action item***
- 4.** Proposed Resolution: Accepting USDA/Idaho Department of Lands Grant to be Used in Support of the City's Urban Canopy Maintenance Activities Project - ***action item***

Old/Unfinished Business - none

New Business

- 5.** 4/10 Employee Work Schedule Pilot Program
- 6.** Proposed Resolution: Waiving Membership Fee to James E. Russell Sports Center for City Employees - ***action item***

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.
Attend remotely: Register at <https://www.sandpointidaho.gov/your-government/meetings>.
After the meeting, view the recording on YouTube: <https://www.youtube.com/c/CityofSandpoint>.
For questions or requests for special accommodation: At least 48 hours prior to the meeting, send a message to the email address above or call (208) 263-3310.



CITY COUNCIL MEETING MINUTES

November 06, 2024 at 5:30 PM

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

The regular meeting of the Sandpoint City Council was called to order by Mayor Jeremy Grimm at 5:30 p.m. on Wednesday, November 6, 2024, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

PRESENT

Mayor Jeremy Grimm
 Councilor Deb Ruehle
 Councilor Joel Aispuro
 Councilor Justin Dick
 Councilor Kyle Schreiber
 Councilor Pam Duquette

ABSENT

Councilor Rick Howarth

Mayor Grimm announced that Police Chief Corey Coon was present and would serve as sergeant-at-arms for the meeting and led all present in the Pledge of Allegiance.

Announcements and Reports

Mayor Grimm announced that he was accepting applications from those interested in serving on the City's Planning and Zoning Commission, Arts, Culture & Historic Preservation Commission, and the ADA Advisory Committee and provided information regarding these boards and instructions for applying. The Mayor also provided information on annual leaf pickup, planned for November 11-15, and a reminder that, in preparation for snow removal, winter street parking rules will be in effect on December 1, with no parking on the odd side of the street throughout town. The City was not awarded the grant that was sought for the construction of an asphalt bicycle pump track, and the City was also not awarded one of the two railroad grants to which the City applied for funding Great Northern Road improvements. City staff will be corresponding with the trucking community regarding the new configuration on Pine Street; as permanent signage is on order, temporary truck route signage will be posted. Mayor Grimm fielded questions and concerns from Council members regarding the City's truck route/truck traffic and signage. The Mayor relayed appreciation to the Public Works team for their work on this season's multiple road projects. The 1% local option sales tax question on the November 5th ballot, with revenue that would have funded road/sidewalk maintenance, did not receive the 60% approval needed from voters, so it did not pass, and the City is considering a community survey to glean feedback from Sandpoint's voters. The annual downtown Christmas tree is being selected and will be installed soon at Jeff Jones Town Square. An update for Council from the City's development impact fee study contractor is planned in a near future meeting, and a special Council meeting is also planned for November 20, ahead of that evening's regular meeting, for an update on wastewater treatment plant engineering.

Council members provided reports from the most recent meetings of the citizen advisory boards on which they serve as Council liaison.

At the Mayor's invitation and request, City staff reported on current projects and activities taking place in their respective departments.

Information only; no Council action.

1. Presentation: Waste Management Recycling Education and Outreach

At the request of Councilor Duquette, Tami Haggerty, Senior Associate of Education and Outreach with Waste Management, provided a recycling presentation and fielded questions from the Mayor and Councilors. Information only; no Council action.

Public Comments

Mayor Grimm recited the rules and procedure for public comment, followed by an opportunity for comments from the public regarding items included on the agenda and other topics relevant to the business of the City of Sandpoint. Information only; no Council action.

Consent Calendar

Mayor Grimm reported the amount of bills requested for payment approval, followed by approval of the Consent Calendar.

Motion made by Councilor Schreiber, Seconded by Councilor Aispuro.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette

2. The minutes from Council's October 16, 2024, regular meeting were approved as presented.
3. The minutes from Council's October 30, 2024, special meeting were approved as presented.
4. Bills approved for payment: \$2,557,119.25 (\$1,817,672.66 for regular payables and \$739,446.59 for payroll)
5. The following appointments made by the Mayor to the Urban Forestry Commission were confirmed by City Council: Paige Belfry 3-year appointment, Preston Andrews 3-year appointment, Chase Youngdahl 2-year appointment, Mose Dunkel 2-year appointment, and Geoff Gregory 1-year appointment.
6. **Resolution 24-078** Accepting the Recommendation to Permit a Mural at 301 Cedar St. / Belwood Building - approved

Old/Unfinished Business - none

New Business

7. **Resolution 24-079** Accepting the Recommendation of Selected Art for the Fall 2024 Silver Box Public Art on Loan Program and Approval of Accompanying Agreements

Following an introduction of this item by Mayor Grimm, Arts and Historic Preservation Planner Heather Upton provided a presentation and fielded questions from Council members.

Motion made by Councilor Aispuro, Seconded by Councilor Duquette.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette

8. Following an introduction by Erik Bush, the City's Urban Forester, Erika Eidson with the Idaho Department of Lands provided information regarding the discovery of a spongy moth in the Sandpoint area and, along with Mr. Bush, fielded questions from Council members. Information only; no Council action.
9. Mayor Grimm provided an update and the latest information regarding the regulation of short-term rentals in Idaho and the status of possible impending legislation, relaying his plan to continue to support Sandpoint's ability to permit and regulate STRs in our town, as this issue is discussed in the Idaho Legislature and throughout the State. He invited Council members to reach out with any questions or concerns. Information only; no Council action.

Adjourn

With no further business on the agenda, the meeting was adjourned at 7:06 p.m.

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

Jeremy Grimm, Mayor

Attest: Melissa Ward, City Clerk



CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 11/07/2024 THROUGH 11/20/2024

Item # 2.

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: AARON DUNCOMBE				
523	PURCHASE + NSTALL SPD GRAPICS ON TWO 2022 PATROL VEHICLES POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	1,267.00	\$1,267.00
110624	JER VINYL LETTERS & WALLPAPER DEPOSIT JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	1,350.00	\$1,350.00
			Total For: AARON DUNCOMBE	\$2,617.00
Vendor: ABEDNEGO FIRE PROTECTION				
152941	HYDROSTATIC TEST SCBA CYLINDER -FIRE FIRE DEPARTMENT - SANDPOINT	SERVICES - EQUIPMENT - R&M	1,720.00	\$1,720.00
			Total For: ABEDNEGO FIRE PROTECTION	\$1,720.00
Vendor: ACCURATE TESTING LABS LLC				
141927	WWTP: 2 MERCURY TRACE TESTS WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	260.00	\$260.00
142099	WWTP: NITROGEN TESTING WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	50.00	\$50.00
142199	WWTP: NITROGEN TESTING WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	50.00	\$50.00
142335	WTP: SC TOTAL SUSPENDED SOLIDS -OCT'24 WATER TREATMENT	TECH SERVICES - LABORATORY	45.00	\$45.00
142326	WWTP: NITROGEN TESTING WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	50.00	\$50.00
142506	WTP: BACTERIA TESTING - NORTH WATER TREATMENT	TECH SERVICES - LABORATORY	150.00	\$150.00
142484	WTP: SC TOTAL SUSPENDED SOLIDS -NOV'24 WATER TREATMENT	TECH SERVICES - LABORATORY	45.00	\$45.00
			Total For: ACCURATE TESTING LABS LLC	\$650.00
Vendor: ALPINE MOTORS COMPANY INC				
160212	REPAIR WINDSHIELD WASHER SPRAY DIRECTION SPD 4 POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	109.79	\$109.79
			Total For: ALPINE MOTORS COMPANY INC	\$109.79

Vendor: AMAZON.COM SALES, INC

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
1N7L-TTJV-GW	JER CENTER START UP FFE				\$6,127.47
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	2,939.95		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	329.20		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	1,397.52		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	719.96		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	55.98		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	99.99		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	364.99		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	99.96		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	133.31		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	(13.39)		
1DF1-TVFM-FGL	JER CENTER FLOOR MOP KIT QTY 2				\$79.96
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	79.96		
Total For: AMAZON.COM SALES, INC					\$6,207.43
Vendor: AMIN PARYAVI					
13226	REFUND FOR DOUBLE CITATION PAYMENT #13226 UNCLASSIFIED	PARKING FINES	75.00		\$75.00
Total For: AMIN PARYAVI					\$75.00
Vendor: ANNALEE HARRIS					
111324	ARTIST STIPEND - DOWNTOWN PUBLIC ART COMMUNITY DEVELOPMENT ADMINISTRATION	TECH SERVICES - PARK/BEACH & REC AND ART	500.00		\$500.00
Total For: ANNALEE HARRIS					\$500.00
Vendor: ARROW CONSTRUCTION HOLDINGS, LLC					
417703	ST: CULVERT PIPE -MOUNTAINVIEW STREET MAINTENANCE	STORMWATER SUPPLIES/EQUIPMENT	393.82		\$393.82
418121	ST: NO TRUCKS SIGN & ARROW SIGNS STREET MAINTENANCE	SIGNAGE SUPPLIES/EQUIPMENT	792.00		\$792.00
Total For: ARROW CONSTRUCTION HOLDINGS, LLC					\$1,185.82
Vendor: ARVID LUNDIN					
NOVCONTRABA	CONTRA DANCE BAND FRI NOV 8, 2024 RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	225.00		\$225.00
Total For: ARVID LUNDIN					\$225.00
Vendor: ASAP SERVICES INC					
2256168	MNTHLY CUSTODIAL SERVICE - OCTOBER 2024 GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	2,240.00		\$4,636

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,080.00		
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,310.00		
Total For: ASAP SERVICES INC					\$4,630.00

Vendor: AT&T MOBILITY II, LLC

287336485071X	WIRELESS PHONE/DATA CHGS - OCT'24 POLICE				\$1,715.45
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	1,153.16		
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	170.64		
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	221.01		
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	170.64		
287339152904X	WIRELESS PHONE/DATA CHGS - CITY HALL OCT'24				\$210.23
	MAYOR'S OFFICE	TELEPHONE - WIRELESS	48.87		
	FINANCE DEPARTMENT	TELEPHONE - WIRELESS	38.84		
	CENTRAL SERVICES DEPARTMENT	TELEPHONE - WIRELESS	38.84		
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	41.84		
	PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	41.84		
287339154011X	WIRELESS PHONE/DATA CHGS - FIRE OCT'24				\$130.45
	FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	80.18		
	FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	50.27		
287339153398X	WIRELESS PHONE/DATA CHGS - PARKS OCT'24				\$271.08
	PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	150.81		
	COMMUNITY DEVELOPMENT ADMINISTRATION	TELEPHONE - WIRELESS	40.09		
	RECREATION PROGRAMS	TELEPHONE - WIRELESS	40.09		
	CITY BEACH CONCESSIONS	TELEPHONE - WIRELESS	40.09		
Total For: AT&T MOBILITY II, LLC					\$2,327.21

Vendor: AUTO HAUS INC

7326	ST: WIPER BLADES FOR SWEEPER				\$37.98
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	37.98		
7364	SHOP: BRAKE CLEANER (3)				\$20.67
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	6.89		
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	6.89		
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	6.89		
Total For: AUTO HAUS INC					\$58.65

Vendor: BADGER METER INC

80176181	WD: MNTHLY LEASE-METER READER -OCT '24				\$520.40
	WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	520.40		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2.
Total For: BADGER METER INC				\$520.40
Vendor: BIG BELLY SOLAR LLC				
54343	DWNTWN TRSH BINS 11/4/24-12/3/24 SANITATION/GARBAGE COLLECTION	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	480.00	\$480.00
Total For: BIG BELLY SOLAR LLC				\$480.00
Vendor: BILLING DOCUMENT SPECIALISTS				
97264	UTILITY BILLING REGULAR -OCT '24 UTILITY BILLING	TECH SERVICES - UTILITY BILLING	307.83	\$1,217.12
	UTILITY BILLING	POSTAGE	909.29	
97400	UTILITY BILLING PAST DUE NOTICES OCT UTILITY BILLING	TECH SERVICES - UTILITY BILLING	20.19	\$97.57
	UTILITY BILLING	POSTAGE	77.38	
Total For: BILLING DOCUMENT SPECIALISTS				\$1,314.69
Vendor: BONNER COUNTY DAILY BEE				
28706 -100824	BCB#6508 25-3257-1 RUTH BOYER SEWER MAIN WASTEWATER COLLECTIONS	ADVERTISING	107.84	\$107.84
0000028733-100	SUMMARY OF NUFF ORD 1428 BCB#6510 CITY CLERK'S OFFICE	ADVERTISING	58.51	\$58.51
Total For: BONNER COUNTY DAILY BEE				\$166.35
Vendor: BONNER COUNTY PROSECUTING ATTY				
BCPA071	PROSECUTING ATTRNY SRVCS - OCT 2024 LEGAL	OTHER PROF SERVICE - LEGAL - CRIMINAL	7,083.33	\$7,083.33
Total For: BONNER COUNTY PROSECUTING ATTY				\$7,083.33
Vendor: BROWN'S NORTHSIDE				
S163611	GASKET/HOSE CLAMP LADDER TRUCK FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	36.79	\$36.79
S163873	ST: PARTS FOR MAG TRUCK STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	18.69	\$18.69
S163857	ST: CONNECTOR FOR MAG TRUCK STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	33.45	\$33.45
S163854	WD: DUMP TRUCK LIGHTS (2) WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	111.55	\$111.55
S163045	LADDER TRK HARNESS WIRING/GASKETS FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	430.14	\$430.14
S163081	LADDER TRK RUBBER CLAMP FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	11.92	\$18

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2.
S163955	PUSH LOCK HOSE/HOSE CLAMP LADDER TRK FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	45.75	\$45.75
Total For: BROWN'S NORTHSIDE				\$688.29
Vendor: BS&A SOFTWARE				
155025	PERMIT FEE 4/10-7/8 & 24-25 ANNUAL FEE BUILDING DIVISION	SOFTWARE/SAAS - OTHER/MISCELLANEOUS	4,184.00	\$4,184.00
Total For: BS&A SOFTWARE				\$4,184.00
Vendor: CANON SOLUTIONS AMERICA INC				
122313924	SHOP: CANON C2030 COPIER REPAIR SVCS WATER DISTRIBUTION	SERVICES - EQUIPMENT - R&M	142.92	\$428.75
	WASTEWATER COLLECTIONS	SERVICES - EQUIPMENT - R&M	142.92	
	STREET MAINTENANCE	SERVICES - EQUIPMENT - R&M	142.91	
Total For: CANON SOLUTIONS AMERICA INC				\$428.75
Vendor: CC VENDOR - WELLS FARGO				
113-2284553-64	AMAZON REPLACEMENT CAR ENTRY TOOLS POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	41.79	\$41.79
114-4686562-03	NOV2024 BENEFITS FAIR SUPPLIES/SNACKS/PAPERWARE/CUPS CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	138.30	\$138.30
113-8994144-22	DAILY PLANNER - TENNISON POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	12.93	\$12.93
114-3924002-86	CHAMBERS/SAFETY FLOOR CORD COVERS GOVERNMENT BUILDING & GROUNDS DIVISION	FACILITY SUPPLIES	42.91	\$42.91
200008507	VIRTUAL CPSI COURSE & EXAM -T BARNES RECREATION PROGRAMS	TRAINING AND TRAVEL	625.00	\$625.00
661053403200	SAFEWAY - SUPPLIES FOR KIDS CAMP RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	11.32	\$11.32
00055252	SAFEWAY - CANDY FOR TRICK OR TREAT RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	101.95	\$101.95
114-5332954-65	REPLACEMENT SPOTLIGHT HOUSING FOR SPD 16 POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	49.95	\$49.95
101888458	SKON MANAGEMENT STUDY GUIDE BUILDING DIVISION	TRAINING AND TRAVEL	69.00	\$69.00
024276	WALMART - DAY CAMP SUPPLIES RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	51.21	\$51.21
109648	CHAMBERS - ROBERTS RULES OF ORDER GUIDELINE CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	148.04	\$148.04

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
G04WQH	SKON AIRFARE - FIRE CODE TRAINING T0054 BUILDING DIVISION	TRAINING AND TRAVEL	607.96		\$607.96
INLASSYCCOAV	LASTPASS RENEWAL - FY25 - 11.1.24-10.31.25 INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - OTHER/MISCELLANEOUS	226.80		\$226.80
74994349	SKON HOTEL - T0054 BUILDING DIVISION	TRAINING AND TRAVEL	641.45		\$641.45
7018	BLDG OFFICIAL FIRE CODE TRAINING - T0054 BUILDING DIVISION	TRAINING AND TRAVEL	1,050.00		\$1,050.00
TS-INV-15104	SPORT LEAGUE MGMT SOFTWARE -TEAM SIDELINE RECREATION PROGRAMS	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	1,039.00		\$1,039.00
58430359767039	WILDSHIELD CHIP SEAL- CHIEF'S TRUCK FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	39.95		\$39.95
1ZA5V89367987	UPS FREIGHT NET WORLD SPORTS TO JER CENTER JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	129.30		\$129.30
INV567927-C	SHIPPING REFUND STREAMLIGHT FLASHLIGHTS - FIRE FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	(17.54)		\$(17.54)
12-5867978-911	SHOP: HEADLAMPS WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	13.66		\$40.97
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	13.65		
	STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	13.66		
101884612	G.WILSON RES PLANS EXAM 2018 CODE BUILDING DIVISION	TRAINING AND TRAVEL	305.00		\$305.00
13120471-TAX R	REFUND ON TAX IN ORDER 13120471 (1) JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	(15.69)		\$(15.69)
088963	NORTH 40 RETURN DR MOWER (046546/B) PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	(549.99)		\$(549.99)
13120471-TAX R	REFUND ON TAX IN ORDER 13120471 (2) JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	(0.51)		\$(0.51)
040368	WALMART - CANDY FOR TRICK - OR - TREAT RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	117.36		\$117.36
13120471-TAX R	REFUND ON TAXES PAID IN ORDER 13120471 (3) JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	(1.41)		\$(1.41)
113-2064838-12	(2) THERMAL IMAGING MONOCULAR POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	798.00		\$798.00
1ZW41R0T4206	UPS - EVIDENCE SHIPPED TO MERIDIAN POLICE DEPARTMENT	POSTAGE	20.93		\$20.93
INV567927	4 STREAMLIGHT FLASHLIGHTS -FIRE				\$310

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	322.78		
114-5534757-51	10G TWINAX CABLES /10G BASE TRANSCEIVER GOVERNMENT BUILDING & GROUNDS DIVISION	IT SUPPLIES/EQUIPMENT	103.96		\$165.96
	JAMES E. RUSSELL SPORTS CENTER FACILITY	IT SUPPLIES/EQUIPMENT	62.00		
40566	SNDPNT FIRE DEPT PATCHES -QTY 100 FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	264.00		\$264.00
114-9931212-44	OFFICE SUPPLIES - PENS, POST-ITS, MARKERS, CARDS CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	55.22		\$55.22
4547983688	DUTY BOOTS PUCCI & UKICH FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	520.00		\$520.00
77778	STAPLES - BINDING P&R MASTER PLANS (PER MAEVE FOR PRK PRJCT STAKEHO RECREATION PROGRAMS	PRINTING AND BINDING	50.40		\$50.40
1168869	EMT RECERT Z UKICH FIRE DEPARTMENT - SANDPOINT	LICENSES/DUES & SUBSCR (JOB RELATED)	25.00		\$25.00
H20793/E	NORTH 40 DR MOWER - ALL PARKS PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	549.99		\$549.99
10232024	UBER SVCS - AIRPORT TO HOTEL -10/23/24 MAYOR'S OFFICE	TRAINING AND TRAVEL	18.98		\$18.98
114-4247668-94	PRINTER TONER - HR CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	125.35		\$125.35
72948268344421	KINGERY INSTRCTR DVLPMNT FLIGHT/CAR RNTL (PART 2) T0048 POLICE DEPARTMENT	TRAINING AND TRAVEL	307.97		\$307.97
13120471	PARK CHARCOAL GRILL - ASH EMBER JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	311.13		\$311.13
72948268344421	KINGERY INSTRCTR DVLPMNT FLIGHT/CAR RNTL (PART 1) T0048 POLICE DEPARTMENT	TRAINING AND TRAVEL	302.50		\$302.50
111-2166702-49	HONEYWELL THERMOSTAT INDR SNSR - MEMORIAL PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	124.80		\$124.80
130215399	ADULT SIZE STAINLESS CHANGING STATION JER CENTER JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	2,999.99		\$2,999.99
10212024	WWTP: D. HULL OPERATOR LICENSE RNWL WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	30.00		\$30.00
11000007024	TENNIS COURT BENCHES (8) - VERMONT SPORTS JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	3,503.92		\$3,503.92
102224	WHIRLPOOL REFRIGERATOR JER CENTER- HOME DEPOT JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	777.00		\$777.00
2000123-563885	DRINK FRIDGE -JER CENTER				\$5

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	529.98		
113-7567609-83	AMAZON - 2 TABLE COVERS WITH CITY LOGO RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	138.00		\$138.00
067241	P&R MASTER PLAN & SC WTR SHD PLAN - P&R COMM RECREATION PROGRAMS	PRINTING AND BINDING	103.80		\$103.80
11000007024 - 1	TENNIS COURT BENCHES CURRENCY CONVERSION JAMES E. RUSSELL SPORTS CENTER FACILITY	EXPENSE-VERMONT SPORT OPERATIONAL SUPPLIES/EQUIPMENT	35.04		\$35.04
111-4093640142	2021 BLDG CODE/PLUMBING CODE BOOKS BUILDING DIVISION	BOOKS AND PERIODICALS	437.96		\$437.96
INV-154773 C	FLIPNODE YODECK CANCELED SUBSCRIPTION FY24/25 "DIGITAL ADVERTISING" INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - OTHER/MISCELLANEOUS	(288.00)		\$(288.00)
114-2265457-87	CALENDARS/COFFEE BREAK PAPER SUPPLIES CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	94.51		\$141.71
	CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	47.20		
150520922	PARKING - SPOKANE CONVNTN CENTER - IT INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	15.00		\$15.00
51856	INTERNATIONAL INST OF MUNICIPAL CLERKS ANNUAL RENEWAL - H.KEYS CITY CLERK'S OFFICE	LICENSES/DUES & SUBSCR (JOB RELATED)	185.00		\$185.00
111-4093640142	MECHANICAL CODE TEXTBOOK BUILDING DIVISION	BOOKS AND PERIODICALS	107.50		\$107.50
111-4093640142	ENERGY CONSERVATION/SPECIAL INSP. MANUAL BOOKS BUILDING DIVISION	BOOKS AND PERIODICALS	141.44		\$141.44
113-8339666-20	TWO PAIR 5.11 TACTICAL WOMEN'S STRYKE CARGO PANTS CRO BARMORE POLICE DEPARTMENT	UNIFORM & CLOTHING	168.00		\$168.00
113-3387091-95	HALLOWEEN DECOR - TRICK-OR-TREAT CITY HALL RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	97.16		\$97.16
2087937	BLUEBEAM LICENSE SUBSCRIPTION INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - PDF/BLUEBEAM/AUTOCAD	330.00		\$330.00
INV-154773	FLIPNODE: YODECK SUBSCRIPTION FY24/25 "DIGITAL ADVERTISING" COUNCIL C INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - OTHER/MISCELLANEOUS	288.00		\$288.00
04305-83737548	CANVA SUBSCRIPTION - FY25 INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - OTHER/MISCELLANEOUS	119.99		\$119.99
Total For: CC VENDOR - WELLS FARGO					\$18,729.55

Vendor: CENTURY WEST ENGINEERING CORP

249061	FIR ST PAVING ENGINEER SVCS THRU 10/25/24 STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	1,670.00		\$1,670.00
Total For: CENTURY WEST ENGINEERING CORP					\$1,670.00

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2. t
Vendor: CLEARWATER SPRINGS				
872997	WWTP: DISTILLED H2O & FUEL SURCHARGE WASTEWATER TREATMENT	LABORATORY SUPPLIES	35.00	\$35.00
			Total For: CLEARWATER SPRINGS	\$35.00
Vendor: CLIENTFIRST TECHNOLOGY CONSULTING				
17375	GIS SUPPORT SERVICES - FY 25 -OCT SERVICES INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - GIS SERVICES	975.00	\$975.00
			Total For: CLIENTFIRST TECHNOLOGY CONSULTING	\$975.00
Vendor: COLEMAN OIL				
CP-0191582	MONTHLY FUEL CHARGES POLICE OCTOBER 24 POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	3,229.20	\$4,028.48
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	436.71	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	362.57	
CP-0191552	MNTHLY FUEL CHRGS -OCT'24 STREET MAINTENANCE	FUEL - GASOLINE/DIESEL	2,406.71	\$7,150.63
	WATER DISTRIBUTION	FUEL - GASOLINE/DIESEL	1,487.71	
	WASTEWATER COLLECTIONS	FUEL - GASOLINE/DIESEL	418.56	
	BUILDING DIVISION	FUEL - GASOLINE/DIESEL	44.78	
	WATER TREATMENT	FUEL - GASOLINE/DIESEL	468.71	
	WASTEWATER TREATMENT	FUEL - GASOLINE/DIESEL	571.36	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	782.36	
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	448.87	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	260.79	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	260.78	
CP-0191588	MTHLY FUEL CHGS - OCT 24 FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	314.65	\$1,047.18
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	201.27	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	418.68	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	112.58	
INV-238903	SHOP: EQUIPMENT GREASE & ST: MAG TRUCK OIL STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	278.10	\$327.50
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	24.70	
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	24.70	
			Total For: COLEMAN OIL	\$12,553.79
Vendor: CONSOLIDATED SUPPLY CO.				

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.	t
S012122966.001	WD: METER BOX & BOX COVER WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	362.11			\$362.11
S012152678.001	WWTP: GROUND WATER WELL PIPE & SUPPLIES WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	219.81			\$219.81
S012162009.001	WD: PIPE COUPLINGS & PRESSURE STIFFENER WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	278.13			\$278.13
S012161243.001	ST: PIPE GASKET BELL & LUBRICANT STREET MAINTENANCE	STORMWATER SUPPLIES/EQUIPMENT	394.36			\$394.36
S012167650.001	GALVANIZED COUPLING - SPRTS CMLPX - IRRIGATION PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	26.88			\$26.88
S012169619.001	WD: HYDRANT RPLCMNT SUPPLIES (OLIVE & GARDEN) WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	112.51			\$112.51
S012173992.001	WD: HYDRANT REPAIR SUPPLIES BOYER/BALDY WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	113.47			\$113.47
S012171777.001	WD: HYDRANT REPAIR SUPPLIES BOYER/BALDY WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	166.03			\$166.03
Total For: CONSOLIDATED SUPPLY CO.						\$1,673.30
Vendor: CO-OP GAS & SUPPLY CO.						
30267-1	WWTP: PROPANE WASTEWATER TREATMENT	FACILITY SUPPLIES	42.08			\$42.08
73406	GAS STABILIZER, 50' HOSE - SPORTS COMPLEX PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	86.98			\$86.98
30881	SC: GREASE GUN WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	59.99			\$59.99
30886	SC: TANK ADAPTER WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	26.99			\$26.99
Total For: CO-OP GAS & SUPPLY CO.						\$216.04
Vendor: COREY M OBENAUER						
102924 DEP	JER OUTDOOR BENCHES (8) DEPOSIT JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	1,400.00			\$1,400.00
Total For: COREY M OBENAUER						\$1,400.00
Vendor: CULLIGAN LLC						
202411695182	WWTP: MNTHLY H2O & COOLER RNTL - NOV '24 WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	34.80			\$34.80
Total For: CULLIGAN LLC						\$34.80
Vendor: DAVID GEORGE GONZALEZ						

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2.	t
111324	ARTIST STIPEND - DOWNTOWN PUBLIC ART COMMUNITY DEVELOPMENT ADMINISTRATION	TECH SERVICES - PARK/BEACH & REC AND ART	500.00		\$500.00
Total For: DAVID GEORGE GONZALEZ					\$500.00
Vendor: DEAN, WILLIAM W					
T0050 PER DIE	APA CONFERENCE PER DIEM PLANNING DIVISION	TRAINING AND TRAVEL	109.00		\$109.00
Total For: DEAN, WILLIAM W					\$109.00
Vendor: DELL MARKETING L.P.					
10781713200	DEVICE UPDATES- CITY HALL/POLICE/FIRE 3000182026652.2 INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	3,459.20		\$3,459.20
Total For: DELL MARKETING L.P.					\$3,459.20
Vendor: DENNY EDWARD HENSON					
111324	ARTIST STIPEND - DOWNTOWN PUBLIC ART COMMUNITY DEVELOPMENT ADMINISTRATION	TECH SERVICES - PARK/BEACH & REC AND ART	500.00		\$500.00
Total For: DENNY EDWARD HENSON					\$500.00
Vendor: EDNETICS INC					
INV-132728	PHONE VOIP STNDRD/ANALOG USER - NOV FY25 INFORMATION TECHNOLOGY DIVISION	TELEPHONE - VOIP	2,944.68		\$2,944.68
Total For: EDNETICS INC					\$2,944.68
Vendor: ELITE TIRE & SUSPENSION INC					
143912	WD: VAC TRUCK TIRES WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	1,494.66		\$1,494.66
145000	ST: DUMP TRUCK REPLACE WHEEL STUDS STREET MAINTENANCE	SERVICES - AUTOMOTIVE - R&M	250.00		\$250.00
Total For: ELITE TIRE & SUSPENSION INC					\$1,744.66
Vendor: EMSCONNECT					
11848	EMS & FIRE TRAINING SUBSCRIPTION OCT25 FIRE DEPARTMENT - SANDPOINT	LICENSES/DUES & SUBSCR (JOB RELATED)	75.00		\$75.00
Total For: EMSCONNECT					\$75.00
Vendor: ENVIRONMENTAL RESOURCES MANAGEMENT, INC					
0000132224	HYDRANT PERMIT DEPOSIT REFUND FY '24 UNCLASSIFIED	ACCOUNTS PAYABLE	495.65		\$495.65
Total For: ENVIRONMENTAL RESOURCES MANAGEMENT, INC					\$495.65
Vendor: FIRST COMMUNICATIONS LLC					
127261455	LONG DISTANCE PHONE CHGS - NOV 2024				\$

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2.	t
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	57.26		
Total For: FIRST COMMUNICATIONS LLC					\$57.26
Vendor: HACH COMPANY					
14230128	WTP: AUTO CLEANING MOD TURBIDIMETER WATER TREATMENT	SERVICES - EQUIPMENT - R&M	1,100.95		\$1,162.09
	WATER TREATMENT	SERVICES - EQUIPMENT - R&M	31.04		
	WATER TREATMENT	SERVICES - EQUIPMENT - R&M	30.10		
14241509	WTP: WATER TREATMENT CHEMICALS WATER TREATMENT	CHEMICAL SUPPLIES	72.53		\$85.43
	WATER TREATMENT	CHEMICAL SUPPLIES	12.90		
Total For: HACH COMPANY					\$1,247.52
Vendor: HEATTRAK LLC					
INV-212421	WTP: HEATED MATS FOR STAIRS/WALKWAY WATER TREATMENT	SNOW SUPPLIES/EQUIPMENT	39.99		\$1,628.83
	WATER TREATMENT	SNOW SUPPLIES/EQUIPMENT	1,529.83		
	WATER TREATMENT	SNOW SUPPLIES/EQUIPMENT	239.99		
	WATER TREATMENT	SNOW SUPPLIES/EQUIPMENT	(180.98)		
Total For: HEATTRAK LLC					\$1,628.83
Vendor: IDAHO ASPHALT SUPPLY INC					
4-591109	ST: TACK OIL FOR DURAPATCHING STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	533.00		\$533.00
Total For: IDAHO ASPHALT SUPPLY INC					\$533.00
Vendor: INSIGHT DISTRIBUTING INC					
0514099-IN	JER CENTER - TP, SOAP, PTOWEL DISPENSERS JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	420.00		\$687.50
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	149.00		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	118.50		
0514343-IN	5 HAND DRYERS - JER CENTER JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	1,390.00		\$1,390.00
Total For: INSIGHT DISTRIBUTING INC					\$2,077.50
Vendor: INTERSTATE CONCRETE & ASPHALT					
1010182	WD/PARKS: 2.29 TONS ASPHALT WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	92.74		\$185.49
	PARK MAINTENANCE & CAPITAL	ROADWAY/PATH SUPPLIES/EQUIPMENT	92.75		
Total For: INTERSTATE CONCRETE & ASPHALT					\$1

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.	t
Vendor: JARED RYAN SUNDBERG						
1725	ENGINE WIRING/INJECTOR HARNESS REPAIR -LADDER TRUCK FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	4,450.00			\$4,450.00
1726	FUEL PRESSURE/FILTER REPLACEMENT - ENGINE 1132 FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	875.00			\$875.00
1746	COOLANT LEAK & WATER PUMP FIX -LADDER TRUCK FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	1,107.50			\$1,107.50
Total For: JARED RYAN SUNDBERG						\$6,432.50
Vendor: JASON WELKER						
T0051 PER DIE	PER DIEM APA CONFERENCE COMMUNITY DEVELOPMENT ADMINISTRATION	TRAINING AND TRAVEL	109.00			\$273.82
	COMMUNITY DEVELOPMENT ADMINISTRATION	TRAINING AND TRAVEL	164.82			
Total For: JASON WELKER						\$273.82
Vendor: JM PAYNE INC						
10286	CARWASH DURING SUMMER -POLICE POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	80.00			\$80.00
Total For: JM PAYNE INC						\$80.00
Vendor: KELLEY CREATE						
37783300	OCT COPIER CONTRACT CHARGES POLICE POLICE DEPARTMENT	COPIER LEASE	270.75			\$270.75
Total For: KELLEY CREATE						\$270.75
Vendor: KG & T SEPTIC INC						
47766	PORTABLE TOILET MNTHLY RENTAL THRU 10/13 PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	744.00			\$4,409.00
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	273.00			
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	264.00			
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	240.00			
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	1,536.00			
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	273.00			
	RECREATION PROGRAMS	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	482.00			
	WATER TREATMENT	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	117.00			
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	480.00			
Total For: KG & T SEPTIC INC						\$4,409.00
Vendor: KODIAK ADVERTISING						
3143	NAME PLATES X3 - HEATHER, KRISTA, SAMANTHA					\$1

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2.	t
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	42.00		
	PUBLIC WORKS ADMINISTRATION	OFFICE SUPPLIES/EQUIPMENT	42.00		
	COMMUNITY DEVELOPMENT ADMINISTRATION	OFFICE SUPPLIES/EQUIPMENT	42.00		
Total For: KODIAK ADVERTISING					\$126.00
Vendor: LA RIVIERE C/O VAN HEGBLOOM					
115606	REFUND FOR HYDRANT DEPOSIT UNCLASSIFIED	ACCOUNTS PAYABLE	12.80		\$12.80
Total For: LA RIVIERE C/O VAN HEGBLOOM					\$12.80
Vendor: LAKE CITY LAW GROUP PLLC					
39423	LEGAL SERVICE - OCT 2024 LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	10,115.00		\$10,115.00
Total For: LAKE CITY LAW GROUP PLLC					\$10,115.00
Vendor: LES SCHWAB TIRE CENTER					
10800856381	SERVICE WORK ON TIRES -CRO VEHICLE P1532 POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	564.00		\$564.00
Total For: LES SCHWAB TIRE CENTER					\$564.00
Vendor: LINDSAY HOLLENBACK					
10/14/24	SEW ON BADGE/SHOULDER PATCH CHAMBERLAIN POLICE DEPARTMENT	UNIFORM & CLOTHING	63.00		\$63.00
09/06/24	SEW ON BADGE/SHOULDER PATCHES OFFICER WHITE POLICE DEPARTMENT	UNIFORM & CLOTHING	81.00		\$81.00
09/23/24	SEW ON BAGDE PATCHES ON POLO SHIRTS POLICE DEPARTMENT	UNIFORM & CLOTHING	126.00		\$154.00
	POLICE DEPARTMENT	UNIFORM & CLOTHING	14.00		
	POLICE DEPARTMENT	UNIFORM & CLOTHING	14.00		
Total For: LINDSAY HOLLENBACK					\$298.00
Vendor: MAINTENANCE SOLUTIONS INC					
101828105	WWTP: CLEANING SUPPLIES WASTEWATER TREATMENT	CLEANING SUPPLIES	663.76		\$663.76
Total For: MAINTENANCE SOLUTIONS INC					\$663.76
Vendor: MARC					
0833239-IN	SC: SUPER-ZYME SEWAGE TREATMENT WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	4,941.00		\$4,941.00
Total For: MARC					\$4,941.00
Vendor: MILLER PAINT COMPANY INC					

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2.
83928905	1 GAL ACRYLIC URETHANE - LAKEVIEW PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	49.95	\$49.95
Total For: MILLER PAINT COMPANY INC				\$49.95
Vendor: MSA SAFETY INCORPORATED				
964126393	WTP: COMBUSTIBLE SENSOR A-ULTIMA XSERIES WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	921.96	\$921.96
Total For: MSA SAFETY INCORPORATED				\$921.96
Vendor: NAPA AUTO PARTS				
206336	ADPTR, CLAMP, TRE VLV, CPLR - BEACH PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	73.88	\$73.88
207078	OIL FILTER, (3) 15W40 - TRACTOR/TORO MOWER PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	50.56	\$50.56
207117	OIL FILTER - TORO MOWER PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	6.84	\$6.84
207372	2) SPARK PLUG - BACKPACK BLOWERS PARK MAINTENANCE & CAPITAL	ROADWAY/PATH SUPPLIES/EQUIPMENT	9.24	\$9.24
206857	ST: MAG TRUCK HYDRAULIC FILTER STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	50.78	\$50.78
205226	WIPER BLADES LADDER TRUCK/ABSORBENT FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	50.42	\$59.78
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	9.36	
206450	TRANSMISSION FLUID -FIRE SHOP SUPPLIES FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	6.57	\$6.57
Total For: NAPA AUTO PARTS				\$257.65
Vendor: NORTH 40 OUTFITTERS				
046632/B	WTP: DRIVEWAY MARKERS & BATTERY CHARGER WATER TREATMENT	SNOW SUPPLIES/EQUIPMENT	29.90	\$59.89
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	29.99	
046600/B	WTP: TRAILER HITCH AND BATTERIES WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	43.98	\$78.97
	WATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	34.99	
046660/B	(12) MIX OIL -BEACH PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	115.08	\$115.08
046665/B	ST: MAG TRUCK PARTS-TERMINALS STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	15.97	\$15.97
046673/B	WD/SC: LOCATE BOX SUPPLIES WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	5.49	\$ 19

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
046671/B	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	5.48		
	WTP: INSULATING FOAM & REFLECTIVE TAPE WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	42.14		\$42.14
Total For: NORTH 40 OUTFITTERS					\$323.02

Vendor: NORTHERN LIGHTS

11232024	MONTHLY UTILITIES OCTOBER'24				\$882.02
	WATER TREATMENT	ELECTRICITY	233.97		
	WATER TREATMENT	ELECTRICITY	256.81		
	WATER TREATMENT	ELECTRICITY	90.06		
	WASTEWATER COLLECTIONS	ELECTRICITY	52.41		
	WASTEWATER COLLECTIONS	ELECTRICITY	52.76		
	STREET MAINTENANCE	ELECTRICITY	21.23		
	STREET MAINTENANCE	ELECTRICITY	44.18		
	WASTEWATER COLLECTIONS	ELECTRICITY	47.20		
	GENERAL GOVERNMENT PROJECTS	ELECTRICITY	83.40		
Total For: NORTHERN LIGHTS					\$882.02

Vendor: OXARC INC

0061858382	WWTP: CHLORINE & SPECIALTY GASES -OCT'24				\$144.02
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	144.02		
0061861065	WTP: CHRLORINE CYL RENTAL				\$135.58
	WATER TREATMENT	CHEMICAL SUPPLIES	135.58		
0032197599	WWTP: CHLORINE & SULFUR DIOXIDE -OCT24				\$6,813.82
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	6,813.82		
0032201868	WD: SAFETY GLASSES				\$13.78
	WATER DISTRIBUTION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	13.78		
0032192465	SC: MILLER LIFELINE EMERGENCY HOIST				\$3,241.28
	WASTEWATER COLLECTIONS	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	3,199.12		
	WASTEWATER COLLECTIONS	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	42.16		
Total For: OXARC INC					\$10,348.48

Vendor: PEAK SAND & GRAVEL INC

103486	14.92 TON 3/4" BASE DIRT - SPRTS CMLPX				\$263.44
	PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	263.44		
103547	2 TON 3/4" BASE DIRT - SPRTS CMLPX				\$100.00
	PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	100.00		
103609	10.07 TON 3/4" BASE DIRT - SPRTS CMLPX				\$1
	PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	164.73		20

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.	t
103498	ST: GRAVEL FOR MTN VIEW CULVERT REPAIR STREET MAINTENANCE	STORMWATER SUPPLIES/EQUIPMENT	203.70			\$203.70
Total For: PEAK SAND & GRAVEL INC						\$731.87
Vendor: PELICANCORP ONE CALL INC						
INV-0879	AFTER HOURS ANSWER SERVICES OCT '24 WATER DISTRIBUTION WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER TELEPHONE - LANDLINE & OTHER	203.70 203.70			\$407.40
Total For: PELICANCORP ONE CALL INC						\$407.40
Vendor: R.C. WORST CO						
349152	SC: COTTONWOOD LIFT STATION CAPACITOR WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	312.00			\$312.00
Total For: R.C. WORST CO						\$312.00
Vendor: REFRIGERASHAWN SERVICE CO						
11613	WINTERIZE ICE MACH - SNACK SHACK CITY BEACH CONCESSIONS	SERVICES - EQUIPMENT - R&M	76.00			\$76.00
Total For: REFRIGERASHAWN SERVICE CO						\$76.00
Vendor: ROY HOLZHAUSER						
102924	JER CENTER METAL WORK SIGNS & POSTS DEPOSIT JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	770.00			\$770.00
11122024	REMAINING BALANCE METAL WORK TRAVERS JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	770.00			\$770.00
Total For: ROY HOLZHAUSER						\$1,540.00
Vendor: SANDPOINT SUPER DRUG						
27352/1	WEATHER STRIPPING - CITY HALL FIRE DEPT GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	19.79			\$19.79
27675/1	WD/SC: BATTERIES FOR LOCATE EQUIP WATER DISTRIBUTION WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT OPERATIONAL SUPPLIES/EQUIPMENT	13.94 13.94			\$27.88
Total For: SANDPOINT SUPER DRUG						\$47.67
Vendor: SCOTT'S AUTO APPEARANCE						
063886	WWTP: REAR BUMPER ACCIDENT REPAIR VIN#1331 WASTEWATER TREATMENT WASTEWATER TREATMENT WASTEWATER TREATMENT WASTEWATER TREATMENT	SERVICES - AUTOMOTIVE - R&M SERVICES - AUTOMOTIVE - R&M SERVICES - AUTOMOTIVE - R&M SERVICES - AUTOMOTIVE - R&M	691.48 392.00 308.00 187.50			\$1,860.58

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
	WASTEWATER TREATMENT	SERVICES - AUTOMOTIVE - R&M	281.60		
Total For: SCOTT'S AUTO APPEARANCE					\$1,860.58
Vendor: SEAWESTERN INC					
INV36783	4 SETS OF FIREFIGHTING TURNOUTS ENSEMBLES FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	15,753.28		\$15,785.38
	FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	32.10		
Total For: SEAWESTERN INC					\$15,785.38
Vendor: SELKIRK PEND OREILLE TRANSIT					
10012024	SPOT BUS GRANT MATCH FY24/25 GENERAL GOVERNMENT PROJECTS	TECH SERVICES - TRANSPORTATION - SPOT	87,890.00		\$87,890.00
Total For: SELKIRK PEND OREILLE TRANSIT					\$87,890.00
Vendor: SELKIRK PRESS INC					
21417	BUSINESS CARDS - KATHRYN, AMBER, KYLE PLANNING DIVISION	PRINTING AND BINDING	29.00		\$87.00
	CENTRAL SERVICES DEPARTMENT	PRINTING AND BINDING	58.00		
Total For: SELKIRK PRESS INC					\$87.00
Vendor: SEW PRO 2					
1621-3	UNIFORM ALTS - HEM PANTS FOR CRO BARMORE POLICE DEPARTMENT	UNIFORM & CLOTHING	28.00		\$28.00
Total For: SEW PRO 2					\$28.00
Vendor: SHI INTERNATIONAL CORP					
B18917758	SOFTWARE SERVER BACKUP INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - SERVER BACKUP/LICENSING	38,699.10		\$74,990.79
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - SERVER BACKUP/LICENSING	8,351.05		
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - SERVER BACKUP/LICENSING	4,475.10		
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - SERVER BACKUP/LICENSING	4,685.78		
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - SERVER BACKUP/LICENSING	18,779.76		
Total For: SHI INTERNATIONAL CORP					\$74,990.79
Vendor: SOUTH FORK HARDWARE (PARKS)					
391403	FLUE TAPE, TINNER SNIPS - CITY HALL GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	30.98		\$30.98
391360	4 STEEL QUICK LNKS, NUTS & BOLTS - BEACH PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	33.12		\$33.12
391361	3) NUTS & BOLTS - SPRTS CMLPX PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	41.97		\$41.97

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.	t
391609	GEN MERCH " LATEX GLOVES"& WATERPROOF GLOVES - MEMORIAL PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	24.98			\$24.98
391674	EPOXY, 5) ELCTRC TP, UTIL BLADE, 2) UTIL KNF - CHRISTMAS PARK MAINTENANCE & CAPITAL	STREET LIGHTING SUPPLIES/EQUIPMENT	47.41			\$47.41
391700	5) ELCTRC TP, ZIP TIES, 10) GALV STAKES - CHRISTMAS PARK MAINTENANCE & CAPITAL	STREET LIGHTING SUPPLIES/EQUIPMENT	145.83			\$145.83
391705	SAW, NUTS & BOLTS - CITY HALL GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	15.94			\$15.94
391715	4) ELECTRICAL TAPE - CHRISTMAS PARK MAINTENANCE & CAPITAL	STREET LIGHTING SUPPLIES/EQUIPMENT	7.96			\$7.96
391770	BOX OF FLAT HEAD SCREWS - CITY HALL GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	6.19			\$6.19
391457	15 YD OF DUCT TAPE - CITY HALL GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	5.99			\$5.99
391629	PLMBERS PTTY, WATER PUMP - SPRTS CMLX PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	38.28			\$38.28
Total For: SOUTH FORK HARDWARE (PARKS)						\$398.65
Vendor: SOUTH FORK HARDWARE (POLICE)						
391414	SPARE KEY FOR BARDMORE'S CRO VEHICLE POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	3.99			\$3.99
391953	1/2" STAPLES FOR THE RANGE POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	14.99			\$14.99
392171	CABLE TIE'S FOR WNTR "NO PARKING SIGNS" POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	9.19			\$9.19
Total For: SOUTH FORK HARDWARE (POLICE)						\$28.17
Vendor: SOUTH FORK HARDWARE (PUB WKS)						
390904	WWTP: EXTENSION CORDS & POWER STRIPS WASTEWATER TREATMENT	FACILITY SUPPLIES	91.44			\$91.44
Total For: SOUTH FORK HARDWARE (PUB WKS)						\$91.44
Vendor: SPOKANE FORKLIFT & CONSTRUCTION						
INV-0020376	WWTP: ALTERNATOR AND BELT FOR FORKLIFT WASTEWATER TREATMENT	SERVICES - AUTOMOTIVE - R&M	885.27			\$885.27
Total For: SPOKANE FORKLIFT & CONSTRUCTION						\$885.27
Vendor: SPRAY CENTER ELECTRONICS INC						
5071	ST: ELECTRIC VALVE ACTUATOR STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	742.32			\$742.32

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
Total For: SPRAY CENTER ELECTRONICS INC					\$742.32
Vendor: STEEL LLC					
20837999	WTP: HVAC MAINTENANCE & AS NEEDED REPAIRS WATER TREATMENT	SERVICES - BUILDING - R&M	850.00		\$850.00
23042579	CITY HALL -HVAC FALL MAINTENANCE OCT2024 GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - BUILDING - R&M	1,200.00		\$1,200.00
Total For: STEEL LLC					\$2,050.00
Vendor: STEVEN KINGERY					
PER DIEM T004	PER DIEM- BOISE TRAINING -KINGERY POLICE DEPARTMENT	TRAINING AND TRAVEL	322.50		\$322.50
Total For: STEVEN KINGERY					\$322.50
Vendor: SUN RENTAL CENTER INC					
295881	3HRS TRENCHER, 3HRS TRAILER - SPRTS CMLPX PARK MAINTENANCE & CAPITAL	RENTAL OF EQUIPMENT AND VEHICLES	146.01		\$146.01
Total For: SUN RENTAL CENTER INC					\$146.01
Vendor: THE MONEY DEPOT					
71924	WTP: LAB SAMPLE SHIPPING FEES WATER TREATMENT	POSTAGE	37.92		\$37.92
Total For: THE MONEY DEPOT					\$37.92
Vendor: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC					
5922531-202410	BACKGROUND CHECKS - OCTOBER POLICE DEPARTMENT	BACKGROUND CHECK SERVICES	135.00		\$135.00
Total For: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC					\$135.00
Vendor: USA BLUE BOOK					
INV00529130	WWTP: GLOVES, PH SOLUTION & DROPPER TIPS WASTEWATER TREATMENT	LABORATORY SUPPLIES	457.33		\$457.33
INV00537612	WTP: 2X6 PVC FITTINGS (3) WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	64.37		\$64.37
Total For: USA BLUE BOOK					\$521.70
Vendor: WASTE MANAGEMENT OF IDAHO INC					
110624	RESIDENTIAL REFUSE & WASTE CHARGES NOV'24 SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	50,396.82		\$50,396.82
Total For: WASTE MANAGEMENT OF IDAHO INC					\$50,396.82
Vendor: WESTERN STATES EQUIPMENT CO					
IN002967803	ST: SNOWBLOWER PUSH ROD VALVE				\$2

Item # 2.

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	205.26	
IN002969489	ST: SNOWBLOWER PUSH RODS (5) STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	171.05	\$171.05
IN002969495	ST: SNOWBLOWER PUSH ROD (1) STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	34.21	\$34.21
Total For: WESTERN STATES EQUIPMENT CO				\$410.52

Vendor: ZERO DB COMMUNICATIONS LLC

10.25.24.4	EMERG. DISPATCH FIBER REPAIRS - 915 LAKE ST FIBER OPTIC NETWORK	TECH SERVICES - FIBER BREAK/FIX SERVICES	14,818.15	\$14,818.15
Total For: ZERO DB COMMUNICATIONS LLC				\$14,818.15

Grand Total: \$383,727.85

Councilor Signature: _____ Date: _____

Councilor Name: KYLE SCHREIBER



AGENDA REPORT

City Council Meeting

TODAY'S DATE: November 12, 2024

MEETING DATE: November 20, 2024

TO: MAYOR AND CITY COUNCIL

FROM: Erik Bush PLA, Construction Manager, City Forester

SUBJECT: Award Agreement No. A25-3257-1 — Sewer Main Replacements to KG&T Septic Inc.

DESCRIPTION/BACKGROUND:

The project will reconstruct a portion of Sandpoint's Sewer Main in central Sandpoint and includes approximately 1100LF of sewer main replacement and other related improvements. The project will occur between Ruth Avenue and Boyer Avenue in the alley between Church Street and Pine Street, see attachment 4 for more information on project limits. This sewer main replacement project bid documents were prepared by James A. Sewell & Associates (Contract A24-2410-10). This sewer main currently consists of clay tile pipe, which is deteriorating and has requires constant maintenance from City Utility crews. The 2023 Collection System Evaluation plan (Resolution 21-037) recommends replacement of this sewer line.

The project was bid in accordance with Idaho Code 67-2805(2), Category A and the City of Sandpoint procurement requirements. Bids were publicly opened on November 5, 2024. A total of five bids were received. After evaluation of bids KG&T Septic Inc. was determined to be the lowest responsive and responsible bidder. A summary of the bid results is attached to this Staff Report.

The project cost is within budget and the construction will be completed by summer of 2025. This project is funded out of the City's Sewer fund. Adjacent property owners will be notified prior to start of construction. The work will require temporarily closing the alley, the contractor is required to maintain access for adjacent property owners or provide alternative access.

STAFF RECOMMENDATION:

Staff recommends the award of contract A25-3257-1 to KG&T Septic Inc. in the total amount of \$261,571.00 for the Sewer Main Replacement Project.

ACTION:

Move to approve award contract A25-3257-1 to KG&T Septic Inc in the total amount of \$261,571.00 for the Sewer Main Replacement Project.

WILL THERE BE ANY FINANCIAL IMPACT? YES HAS THIS ITEM BEEN BUDGETED? YES;
within City Council approved FY25 budget.

ATTACHMENTS:

1. Proposed Resolution
2. A25-3257-1 KG&T Septic Inc. —Sewer Main Replacements
3. Bid Summary – Bid 25-3257-1
4. Project Location-Sewer Main Replacements

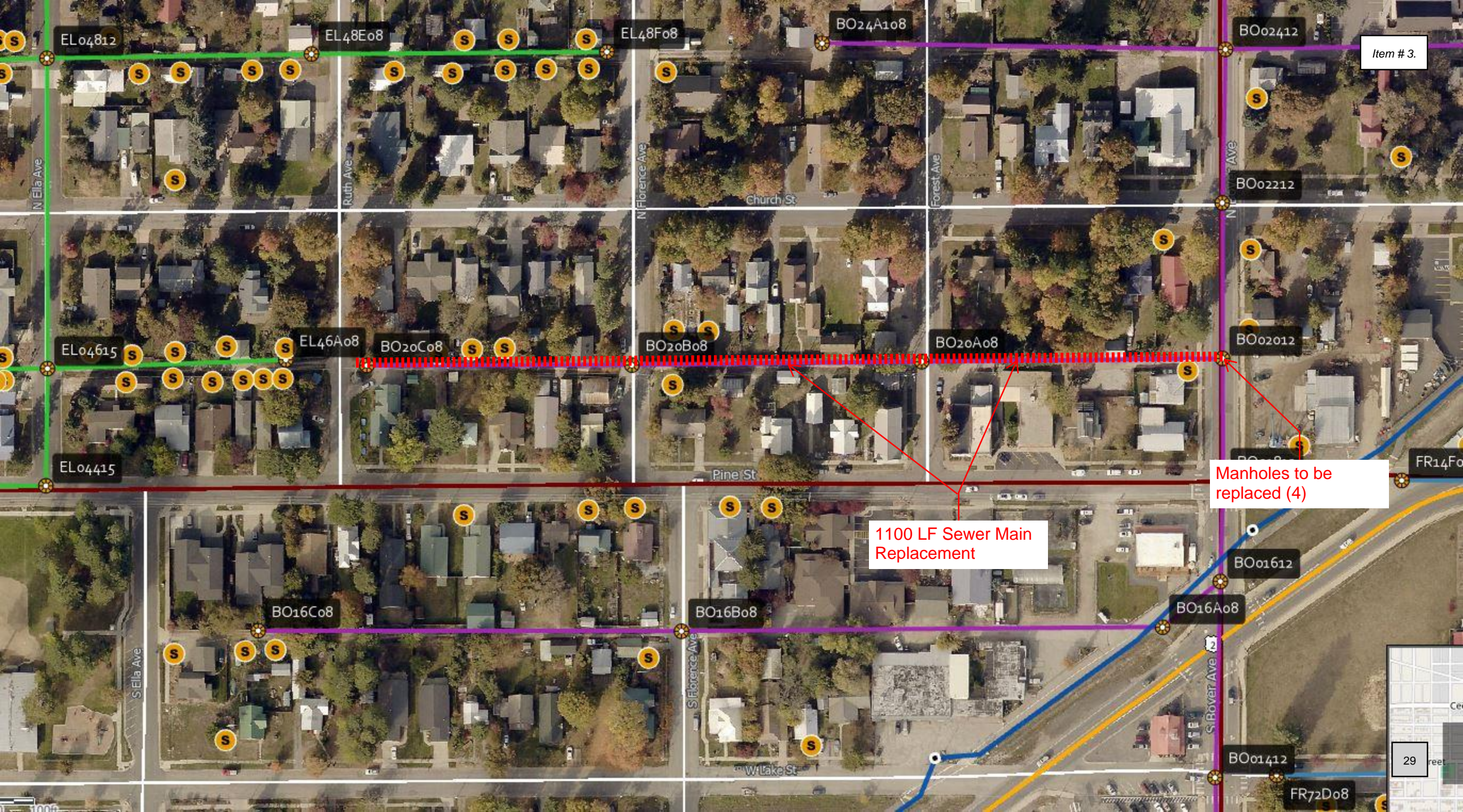
Record of Opening

Sandpoint: Bid #25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENT

NOVEMBER 5, 2024 - 2:00:00 PM - City Hall - 1123 Lake Street, Sandpoint, ID 83864 : No Zoom Available Due to Technical Difficulties with Sound

Name	Big Sky ID Corp	Devout Excavation LLC	Excav8 LLC	KG&T Septic Inc	Sonray Enterprises LLC
Bid Form completed	X	X	X	X	X
Bid Bond (5% Bid Amount)	X	X	X	X	X
Public Works Contractors License No.	X	X	X	X	X
Naming of Subcontractors Form	X	X	X	X	X
Base Bid	\$444,730.00	\$446,480.00	\$489,984.32	\$267,571.00	\$340,575.25
Acknowledgement of Addenda 1,2,and 3	X	X	X	X	X
In Attendance	NO	X	X	X	X
Present: Cheryl Hughes, Central Services Director; Amber Williams, Grants, Contracts & Procurement Officer; Erik Bush, Construction Manager; Rod Berget, Utilities Supervisor					

** Preliminary bid results, listed in the order opened. City of Sandpoint will check responsiveness and responsibility of the bidders. **



Item # 3.

Manholes to be replaced (4)

1100 LF Sewer Main Replacement

29 feet

No: 24-
Date: November 20, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

**TITLE: AWARDING BID AND APPROVING AGREEMENT FOR RUTH AVENUE TO
BOYER AVENUE SEWER MAIN REPLACEMENT PROJECT (CITY
AGREEMENT NO. A25-3257-1)**

WHEREAS: The 2023 Collection System Evaluation Plan, adopted in 2021 under Resolution 21-037, recommends replacement of the sewer line between Ruth Avenue and Boyer Avenue;

WHEREAS: This project will replace approximately 1100LF of deteriorating clay tile pipe located in the alley between Church Street and Pine Street, along with other related improvements;

WHEREAS: Following James A. Sewell & Associates' preparation of the bid documents under City contract A24-2410-10, the project was bid in accordance with Idaho Code § 67-2805(2), Category A, and City of Sandpoint procurement policy;

WHEREAS: Five (5) bids were received and publicly opened following the bid deadline on November 5, 2024, with KG&T Septic, Inc., determined to be the lowest responsive and responsible bidder after evaluation of bids; and

WHEREAS: The cost of the project, funded by the City's Sewer Fund, is within budget, with construction to be completed by summer of 2025.

NOW, THEREFORE, BE IT RESOLVED THAT: The Agreement for the Ruth Ave. to Boyer Ave. Sewer Main Replacement Project (City Agreement No. A25-3257-1), a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby awarded to KG&T Septic, Inc., in the amount of \$261,571.00.

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 this agreement.

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 KG&T Septic 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:

The project can be summarized to include a complete reconstruction of a portion of Sandpoint’s Sewer Main in central Sandpoint and includes approximately 1,100LF of sewer main replacement and other related improvements.

ARTICLE 2—THE PROJECT

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

City of Sandpoint – Ruth Avenue to Boyer Avenue Sewer Main Replacements

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 Keller Associates.

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 **June 30, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 31, 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. Specifications (not attached but incorporated by reference) consisting of the Idaho Standards for Public Works Construction (ISPWC – 2020 Edition), excluding Division 100.
 6. Special Provisions.
 7. Drawings consisting of **7** sheets with each sheet bearing the following general title: **2024 Sewer Main Replacements**.
 8. Addenda (numbers **1** to **3**, inclusive).
 9. Contractor's Bid
 10. 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.

11. 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.

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.

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

This Agreement will be effective on November 21, 2024 (which is the Effective Date of the Contract).

Owner: City of Sandpoint

Contractor: KG & T Septic, Inc.

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Jeremy Grimm
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: City Clerk
(typed or printed)

Address for giving notices:
City of Sandpoint – City Clerk

1123 Lake Street
Sandpoint, Idaho 83864

Designated Representative:
Name: Erik Bush
(typed or printed)

Title: Construction Manager
(typed or printed)

Address:
1123 Lake Street
Sandpoint, Idaho 83864

Phone: (208) 946-2062

Email: ebush@sandpointidaho.gov
(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.)

(typed or printed name of organization)

By: _____
(individual's signature)
11/14/2024

Date: _____
(date signed)

Name: Terry Johnson
(typed or printed)

Title: OWNER
(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)

Title: _____
(typed or printed)

Address for giving notices:
KG&T SEPTIC INC

172 SUNRISE RD
BONNERS FERRY ID 83805

Designated Representative:
Name: Terry Johnson
(typed or printed)

Title: owner
(typed or printed)

Address:
KG&T Septic
172 Sunrise Rd

Bonnors Ferry, ID 83805

Phone: 208267-5110

Email: office@kgtseptic.com

License No.: PWC-C-16693-AAA-4
(where applicable)

State: IDAHO

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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

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- 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

- 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.

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.

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.

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.

- 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 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. 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 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 Owner, 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.

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 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.

- 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 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.
- 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.
- 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 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.

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

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;

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

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

- 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

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

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

- 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.

- 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);

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

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.

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.

- 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;

- 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.

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.

- 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.

- 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.

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.

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.

- 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.

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

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.

- 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

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.

- 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.

- 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.

- 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.

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.

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.

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.

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.

- 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:

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.

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

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

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

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

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.

- 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, expeditors, 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

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

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.

- 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,

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,

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

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.

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;

- 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

- 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

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.

- 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,

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.

- 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,

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

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.

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.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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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 an electronic copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement). Printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

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 in Gantt Chart Format or similar 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

- 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

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.

5.03 Subsurface and Physical Conditions

SC-5.03 Delete Paragraph 5.03A in its entirety and replace with the following:

- A. *Reports and Drawings:* No reports or drawings related to explorations and tests of subsurface conditions or existing physical conditions at or adjacent to the Site are known by Owner.

5.04 Differing Subsurface or Physical Conditions

SC-5.04 Delete Paragraph 5.04.A in its entirety and replace with the following:

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

5.06 *Hazardous Environmental Conditions*

SC-5.06 Delete Paragraph 5.06A and 5.06B in its entirety and replace with the following:

- A. *Reports and Drawings*: No reports or drawings related to Hazardous Environmental Conditions at the Site are known by Owner.
- B. Not used.

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 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 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 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. Owner: 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.
- 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.

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 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 Delete Paragraphs 6.04.B and 6.04.C in their entirety and 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).
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 7AM and 7PM, Monday thru Friday unless otherwise authorized by the Owner in writing.

7.09 *Permits*

SC-7.09 Add the following immediately after Paragraph 7.09.A:

- B. Contractor and any subcontractors shall obtain a City of Sandpoint Business License prior to mobilization.

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.

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
 - 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.

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

11.01 *Amending and Supplementing the Contract*

SC-11.01 Delete Paragraph 11.01.C in its entirety and insert the following in its place:

- 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 CWE’s recommendation. Owner and

Contractor may amend other terms and conditions of the Contract without the recommendation of CWE.

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 ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

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*18.07 Controlling Law*

SC-18.07 Delete Paragraph 18.07 in its entirety and insert the following paragraph in its place:

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

- B. 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.
- C. 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.

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.

- D. 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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 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.



BID NO. 25-3257-1
RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS
ADDENDUM NO. 1

DATE: October 21, 2024
BID OPENING: Tuesday, November 5, 2024 @ 2:00:00 P.M.
PAGES: Addendum No. 1 (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:

-
1. IB-17.06 Delete the anticipated schedule in its entirety and replace with the following anticipated schedule:
Bids Due - November 5, 2024
Anticipated Notice of Intent to Award – November 6, 2024
Anticipated City Council Approval – November 20, 2024
Anticipated Award Date and Notice to Proceed – November 22, 2024
Substantial Completion – June 30, 2025
Final Completion – July 31, 2025
 2. BF-4.03 Delete Section 4.03 in its entirety to remove incentive language in its entirety.
 3. Agreement Between Owner and Contractor - 4.02 Revise Section 4.02(A)(B) removing any and all incentive language and amounts and changing the substantial completion date of the Work to June 30, 2025 and Work completed and ready for final payment on or before July 31, 2025.

END OF ADDENDUM NO. 1

25-3257-1 Ruth Avenue to Boyer Avenue Sewer Main Replacements
Addendum No. 1



BID NO. 25-3257-1
RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS
ADDENDUM NO. 2

DATE: October 24, 2024
BID OPENING: Tuesday, November 5, 2024 @ 2:00:00 P.M.
PAGES: Addendum (6 pages)

.....

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:

1. Bid Documents:

Bid Form is reissued as a part of this Addendum No. 2 and included as an attachment hereto. Bid form included in Addendum No. 2 replaces original bid form and includes additions to pricing and removal of any language in reference to an incentive.

2. Drawings:

Sheet No. 7, detail 1.2 "Pipeline Trench" Callout N1 indicates "Imported Type-2 crushed aggregate backfill. Native material may be used when deemed suitable by the engineer, per ISPWC 306.2.3 compact to 90% std proctor in open ground and 95% under roadways and driveways."

This project is being bid as a lump sum project. To ensure all contractors are bidding a consistent project, all contractors shall assume the native material is suitable for pipeline trench backfill. If native material is determined to be unsuitable during construction, it would constitute an unforeseen condition and would be addressed via a change order.

Sheet No. 7 detail 1.4. This detail indicates existing sewer laterals of 4" diameter. Some laterals in project area of unknown quantity are 6" diameter, and shall be reduced to 4" via ASTM 3034 eccentric reducer coupling.

END OF ADDENDUM NO. 2

RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS
Addendum No. 2

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

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.: _____;

ARTICLE 3—BASIS OF BID—LUMP SUM PRICES

BASE BID WORK as indicated in the bidding documents:

The project can be summarized to include a complete reconstruction of a portion of Sandpoint’s Sewer Main in central Sandpoint and includes approximately 1,100 LF of sewer main replacement and other related improvements.

\$ _____, (numerical) which sum is hereafter called the base bid.

\$ _____ (written) (bidder to insert base bid amount on line above)

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

3.01

BID ALTERNATES as indicated in the bidding documents

None

BID SCHEDULE A – BASE BID

A. Bidder acknowledges that:

1. Each Bid Lump Sum Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item,
2. Each Lump Sum Price includes all applicable labor and materials and taxes and fees to perform a complete and functional project in compliance with the Bidding documents.
3. Unit prices as requested below, will govern additions and deletions to the work, quantities included are not bid quantities, and are for cost evaluation comparison only.

ISPWC	Description	Quantity	Unit	Unit Cost
801.4.1.A.1	3” Minus Uncrushed Aggregate Base	100	CY	
802.4.1.A.1	¾” Minus Crushed Aggregate Base Type I	100	CY	

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work 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:

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

Addendum Number	Addendum Date

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.

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

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.

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(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: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____



**RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS
ADDENDUM NO. 3**

DATE: October 31, 2024
BID OPENING: Tuesday, November 5, 2024 @ 2:00:00 P.M.
PAGES: Addendum (1 page)



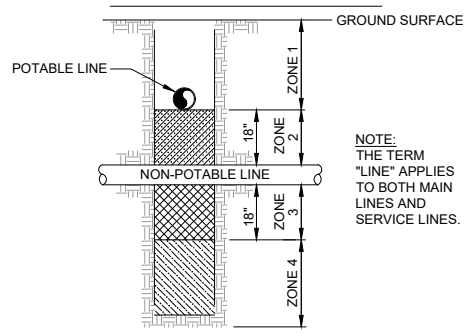
Acknowledge receipt of this Addendum by inserting its number and date on the Bid Form. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents. It modifies the Contract Documents as follows:



- 1. *Drawings:*
 Bid Documents Part 8: Construction Drawings
 Delete sheet 7 of Construction Drawings “Details”
 Replace with Sheet 7 “Details” attached to this addendum.

Attachments: Sheet 7 “Details”

END OF ADDENDUM NO. 2



ZONE 1: A). POTABLE WATER AND NON-POTABLE MAINS AND SERVICE LINES MUST BE SEPARATED BY AT LEAST 18 INCHES, AND B). ONE FULL, UNCUT LENGTH OF NON-POTABLE PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.

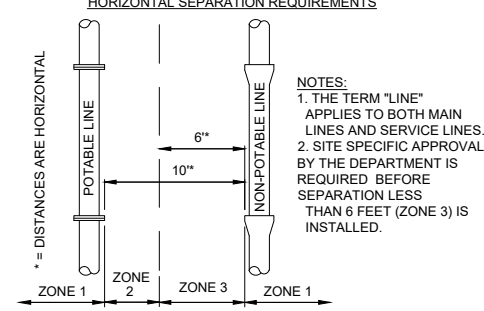
ZONE 2: POTABLE LINE <18" OVER TOP OF NON-POTABLE LINE. A). ONE FULL, UNCUT LENGTH OF NON-POTABLE WATER PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE NON-POTABLE LINE, AND EITHER B). NON-POTABLE LINE MUST BE CONSTRUCTED TO POTABLE WATER PIPE STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING, OR C). NON-POTABLE OR POTABLE LINE MUST BE CASED IN A LARGER DIAMETER CARRIER PIPE FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING, WITH NO JOINTS.

ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NON-POTABLE LINE MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE NON-POTABLE LINE MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

SEWAGE FORCE MAINS SHALL HAVE AT LEAST EIGHTEEN INCHES OF CLEARANCE FROM POTABLE WATER MAINS AND ZONE 2 AND 3 PLACEMENTS ARE PROHIBITED. SEPARATION REQUIREMENTS ALSO APPLY TO POTABLE AND NON-POTABLE SERVICE LINES CONTROLLED BY THE SYSTEM OWNER AND EXTENDING TO THE PROPERTY LINE, SERVICE METER, OR CLEANOUT. REFER TO IDAPA 58.01.08.542.07: IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND IDAPA 58.01.16.430.0: IDAHO WASTEWATER RULES.

HORIZONTAL SEPARATION REQUIREMENTS
 NOTES:
 1. THE TERM "LINE" APPLIES TO BOTH MAIN LINES AND SERVICE LINES.
 2. SITE SPECIFIC APPROVAL BY THE DEPARTMENT IS REQUIRED BEFORE SEPARATION LESS THAN 6 FEET (ZONE 3) IS INSTALLED.



ZONE 1: MORE THAN 10 FEET APART:
 A). NO SPECIAL REQUIREMENTS.

ZONE 2: FROM 6 TO 10 FEET APART:
 A). NO SPECIAL REQUIREMENTS FOR SERVICE LINES.
 B). POTABLE AND NON-POTABLE MAINS SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS, AND
 C). POTABLE MAINS HIGHER IN ELEVATION THAN THE NON-POTABLE MAINS, AND
 D). NON-POTABLE MAINS CONSTRUCTED WITH POTABLE WATER CLASS PIPE AND PRESSURE TESTED FOR WATER-TIGHTNESS.

ZONE 3: CLOSER THAN 6 FEET APART:
 A). FOR MAINS AND SERVICES, DESIGN ENGINEER TO SUBMIT DATA TO DEPARTMENT FOR REVIEW AND APPROVAL THAT THIS INSTALLATION WILL PROTECT PUBLIC HEALTH AND ENVIRONMENT AND NON-POTABLE LINE CONSTRUCTED WITH POTABLE WATER CLASS PIPE.

FOR DETAILS REFER TO IDAPA 58.01.08.542.07: IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS OR IDAPA 58.01.16.430.0: IDAHO WASTEWATER RULES.

SEWAGE FORCE MAINS SHALL HAVE AT LEAST TEN FEET OF HORIZONTAL SEPARATION FROM POTABLE MAINS - ZONE 2 AND ZONE 3 PLACEMENTS ARE PROHIBITED.

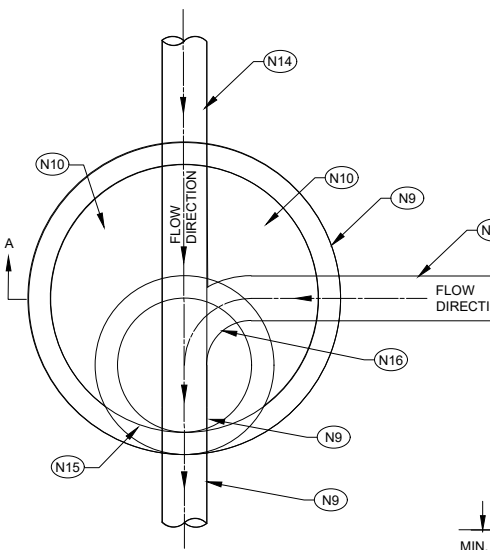
HORIZONTAL SEPARATION REQUIREMENTS ALSO APPLY TO POTABLE AND NON-POTABLE SERVICE LINES CONTROLLED BY THE SYSTEM OWNER AND EXTENDING THE MAIN LINE TO THE PROPERTY LINE, SERVICE METER, OR CLEANOUT.

4.1 POTABLE AND NON-POTABLE LINE SEPARATION
 NOT TO SCALE

- N1 IMPORTED TYPE-2 CRUSHED AGGREGATE BACKFILL. NATIVE MATERIAL MAY BE USED WHEN DEEMED SUITABLE BY THE ENGINEER PER ISPPWC 306.2.3. COMPACT TO 90% STD. PROCTOR IN OPEN GROUND AND 95% UNDER ROADWAYS AND DRIVEWAYS
- N2 IN ROCK EXCAVATION, 12" ABOVE AND 6" BELOW PIPE SHALL BE BEDDED W/SAND
- N3 BURIED PIPELINE
- N4 AREA WITHIN 4" BELOW PIPE AND 6" ABOVE SHALL BE BEDDED WITH IMPORTED MATERIAL AS SPECIFIED ON SHEET 2.
- N5 INSTALL LOCATING WIRE 12 GA. COPPER WITH INSULATION. RUN WIRE UP VALVE AND METER BOXES & WRAP TWICE AROUND TOP OF BOXES. ALSO RUN WIRE UP OUTSIDE OF SEWER MANHOLES AND ALONG SERVICES TO CLEAN OUTS PER CITY OF SANDPOINT
- N6 METALLIC LOCATOR TAPE
- N7 SURFACE REPAIR (SEE DETAIL 2.4, THIS SHEET)

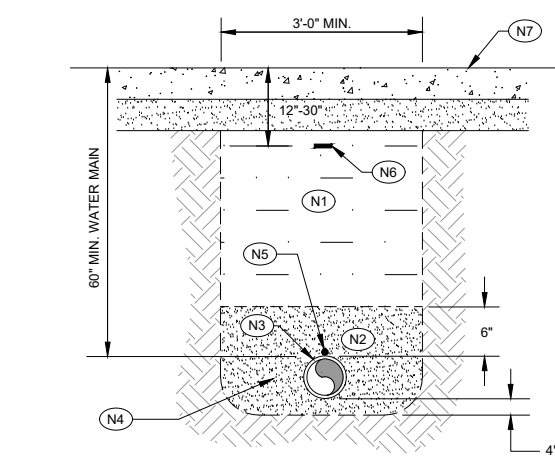
NOTE: TRENCH SIDE WALLS SHALL BE SLOPED AND/OR BRACED PER OSHA STANDARDS TO PROTECT WORKERS, ADJACENT PROPERTY, AND THE WORK.

1.2 PIPELINE TRENCH
 SCALE: NOT TO SCALE

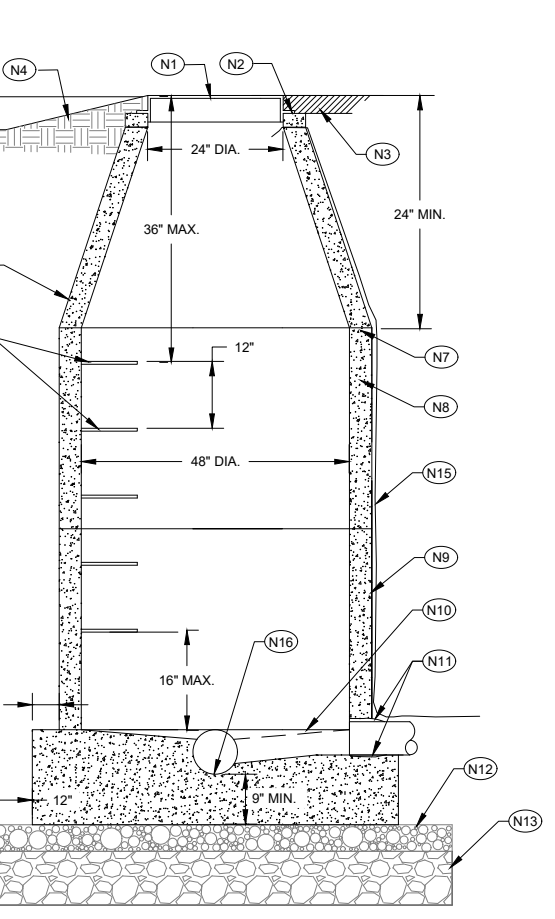


- N1 CITY OF SANDPOINT SPECIAL DESIGN SEWER MANHOLE LID 2" TO 3" MAX BELOW FINISH GRADE PAVEMENT
- N2 GRADE RINGS SHALL BE GROUTED WATER TIGHT IN PLACE GRADE RINGS SHALL BE 4" MIN. TO 12" MAX. IN HEIGHT UNLESS OTHERWISE NOTED
- N3 RAMNEK OR MASTIC BETWEEN FRAME AND GRADE RINGS
- N4 PAVEMENT AND ROAD SECTION AROUND COLLAR
- N5 SLOPE FINISH GRADE AWAY FROM ACCESS LID (WHERE INSTALLED OUTSIDE OF ROADWAY)
- N6 PRECAST MONOLITHIC CONCENTRIC CONE SECTION
- N7 EPOXY COATED MANHOLE STEPS PENETRATIONS SHALL BE WRAPPED W/ RAPID SEAL AND GROUTED W/ NON-SHRINK GROUT INSIDE AND OUT HYDRAULIC CEMENT SHALL BE WATERPROOF AND SUTABLE FOR OVERHEAD AND VERTICAL APPLICATIONS
- N8 ALL JOINTS, RISERS, AND RINGS SHALL BE SEALED W/ MASTIC AND EXTERNAL JOINT WRAP M-860 JK POLYSOURCE (OR APPROVED EQUAL) AND PROPERLY ALIGNED
- N9 48" PRECAST CONCRETE MANHOLE BARREL
- N10 48" PRECAST MANHOLE BASE WITH CHANNELS
- N11 SHELF SLOPE SHALL BE 1" PER 1'
- N12 A-LOK OR KOR-NEAL COLLAR
- N13 SMOOTH AND LEVEL BEARING SURFACE MIN. 6" OF 3/4" MINUS CRUSHED AGGREGATE COMPACTED TO 95% DENSITY
- N14 INSTALL 2-1/2" MINUS CRUSHED AGGREGATE STABILIZATION MATERIAL WHERE DEEMED NECESSARY BY ENGINEER
- N15 NEW 8" DIA. PVC SEWER MAIN
- N16 PLACE TRACER WIRE ABOVE SEWER MAIN, UP OUTSIDE OF MANHOLE, AND UNDER RISER FRAME
- N17 CHANNEL SLOPE THROUGH MANHOLE SHALL BE 10'/100' WHERE NEW PIPES ARE CONNECTING. CHANNEL SLOPE SHALL BE 5'/100' WHERE EXISTING SEWER PIPES ARE CONNECTING.

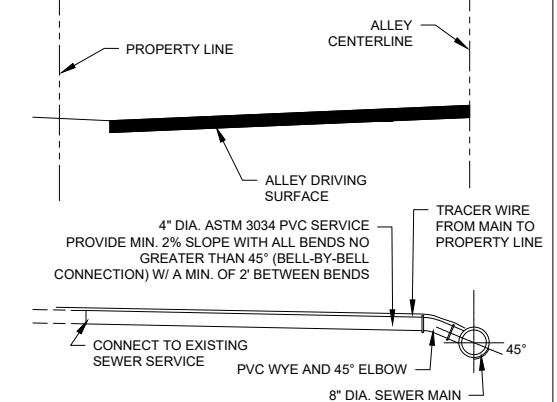
4.2 MANHOLE DETAIL
 SCALE: NOT TO SCALE



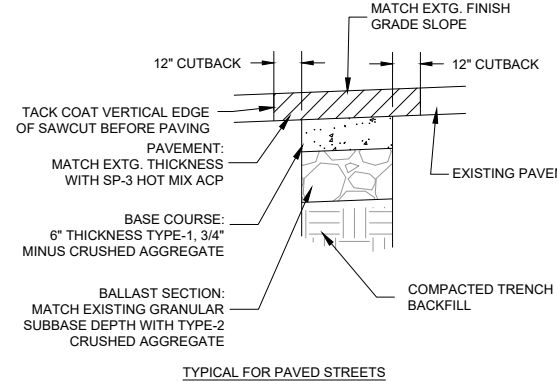
MANHOLES SHALL CONFORM TO SECTION 501 OF THE ISPPWC, REINFORCED FOR TRAFFIC LOADS, AND APPROVED BY THE CITY
 MATCH PIPE ANGLES TO THE APPROACH ANGLE OF PIPES IN THE FIELD



4.4 DROP MANHOLE DETAIL
 SCALE: NOT TO SCALE

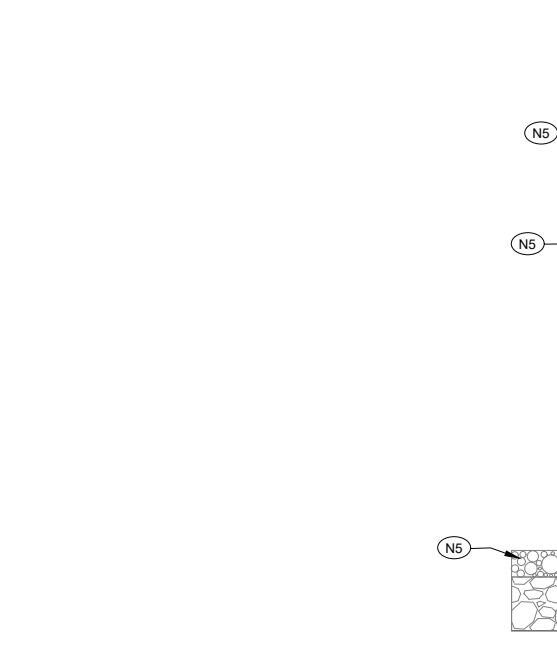


1.4 SEWER SERVICE
 SCALE: NOT TO SCALE

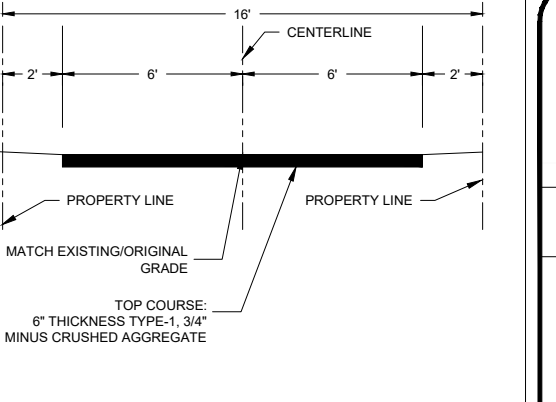


2.4 SURFACE REPAIR DETAIL
 SCALE: N.T.S.

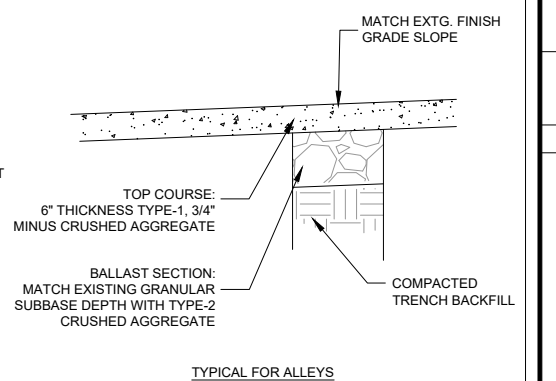
- N1 TYPE 1 BEDDING MATERIAL
- N2 PRECAST CONCRETE BASE CAST IN PLACE PER SECTION 703 OF ISPPWC.
- N3 EXTEND HALF PIPE DIAMETER INTO MANHOLE A MINIMUM OF 12"
- N4 FLEXIBLE JOINT
- N5 SEE DETAIL 4.2 FOR ALL SPECIFICATIONS RELATED TO RIM, CONE, BARREL SECTION, STEPS, SEALING AND OTHER APPURTENANCES



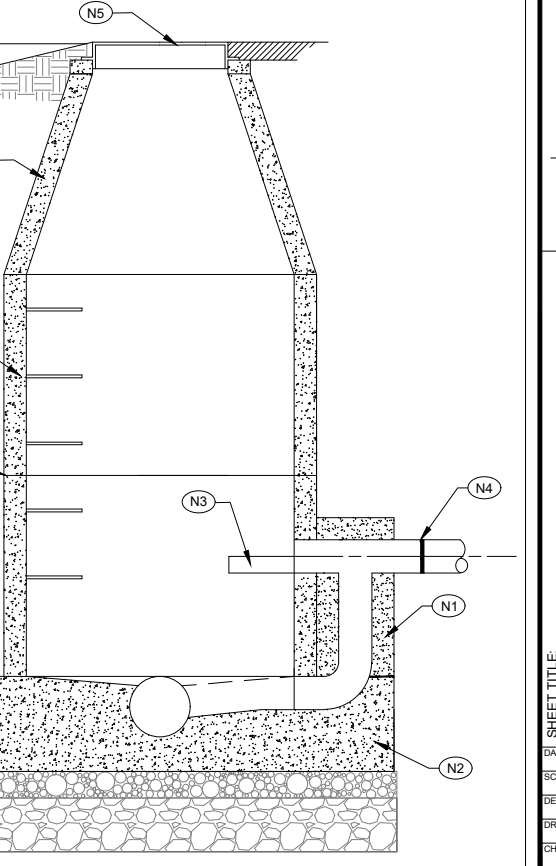
4.4 DROP MANHOLE DETAIL
 SCALE: NOT TO SCALE



1.5 TYP. ALLEY CROSS SECTION
 SCALE: NOT TO SCALE



SURFACE REPAIRS SHALL CONFORM TO SECTION 307 OF THE ISPPWC



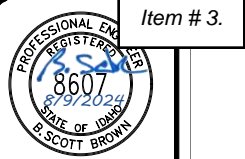
4.4 DROP MANHOLE DETAIL
 SCALE: NOT TO SCALE

Item # 3.
 PROFESSIONAL ENGINEER
 REGISTERED
 8607
 10/31/2024
 STATE OF IDAHO
 JAS
 JAMES A. SEWELL AND ASSOCIATES, LLC

NO.	DATE	REVISION	BY	CHK
1	10/31/24	REVISED DROP MANHOLE DETAIL	BSB	DRW/CHK

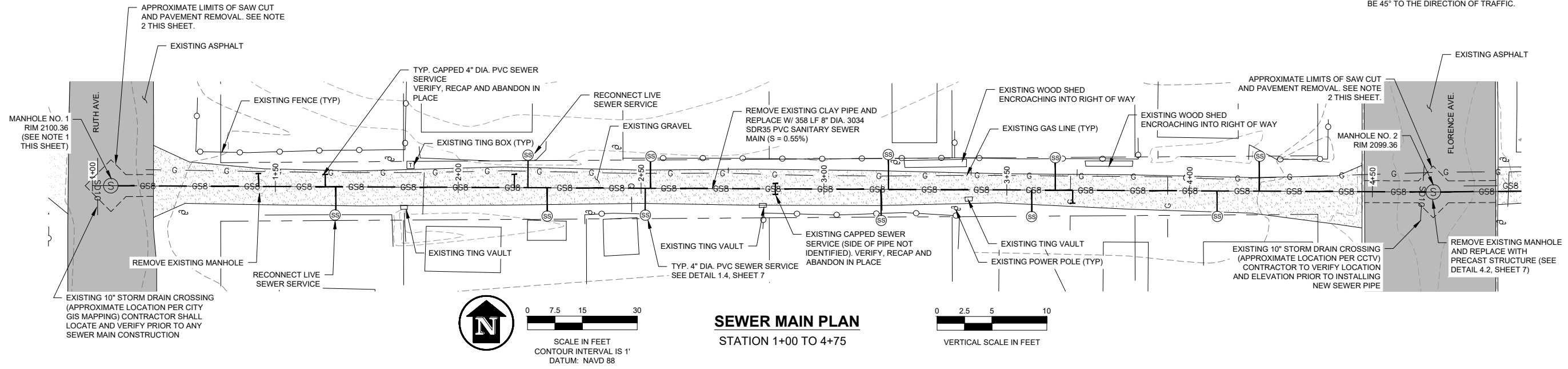
James A. Sewell and Associates, LLC
 1319 NORTH DIVISION AVENUE
 SANDPOINT, IDAHO 83864
 (208) 263-4160

SHEET TITLE: **DETAILS**
 PROJECT: **CITY OF SANDPOINT, ID 2024 SEWER MAIN REPLACEMENT PROJECT**
 DATE: 06-11-2024
 SCALE: AS SHOWN
 DESIGNED: BSB
 DRAWN: NCF
 CHECKED: BSB
 PROJ NO.: 19051-24-001
 CAD FILE: SANDPOINT SEWER
 SHEET 7 OF 7

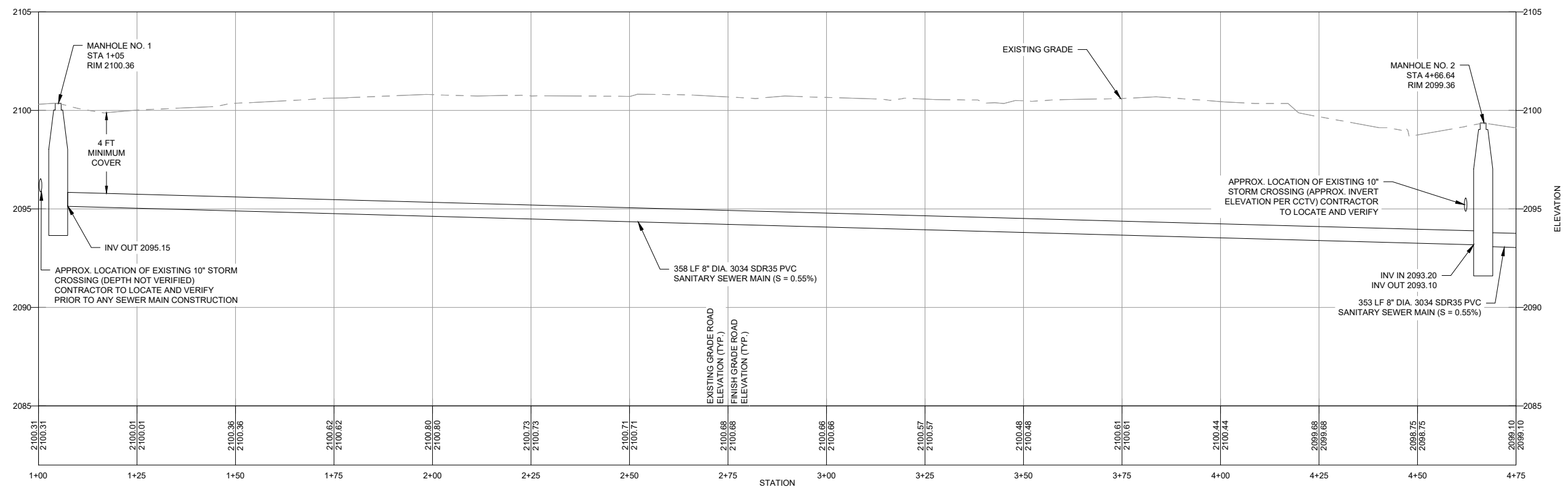


Item # 3.

- NOTES:
- MANHOLE #1 SHALL INCLUDE 4 EA. 4" GRADE RINGS FOR FUTURE ADJUSTMENTS TO MATCH FINISH ROAD GRADE. SEE MANHOLE DETAIL 4.2, SHEET 7.
 - SAW CUT LINES AROUND MANHOLE SHALL BE 45° TO THE DIRECTION OF TRAFFIC.



SEWER MAIN PLAN
STATION 1+00 TO 4+75



SEWER MAIN PROFILE
STATION 1+00 TO 4+75

NO.	DATE	REVISION	DRN/CHK

James A. Sewell and Associates, LLC
 1319 NORTH DIVISION AVENUE
 SANDPOINT, IDAHO 83864
 (208) 263-4160

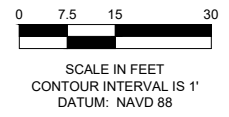
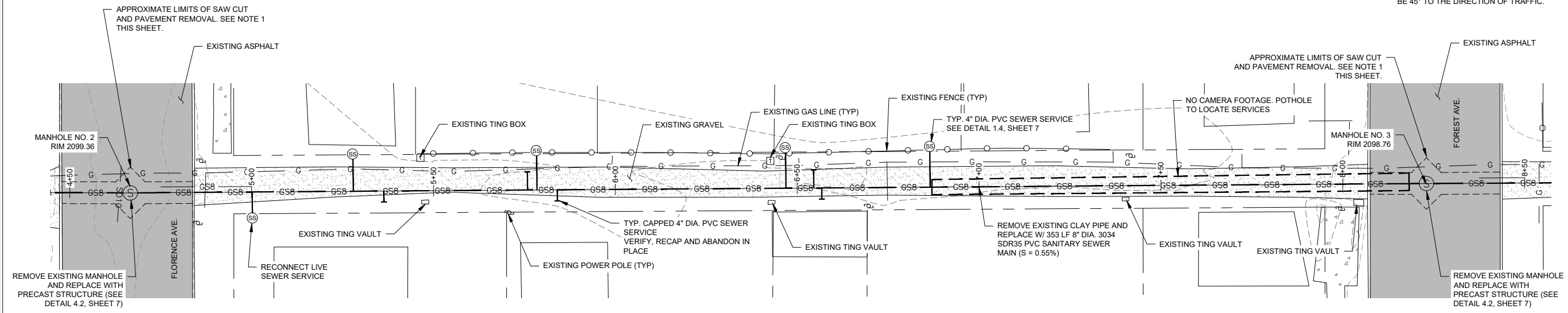
SHEET TITLE: **SEWER MAIN PLAN AND PROFILE**
STA 1+00 TO 4+75
 PROJECT: **CITY OF SANDPOINT, ID**
2024 SEWER MAIN REPLACEMENT
PROJECT

DATE: 06-11-2024
 SCALE: AS SHOWN
 DESIGNED: BSB
 DRAWN: NCF
 CHECKED: BSB
 PROJ NO.: 19051-24-001
 CAD FILE: SANDPOINT SEWER

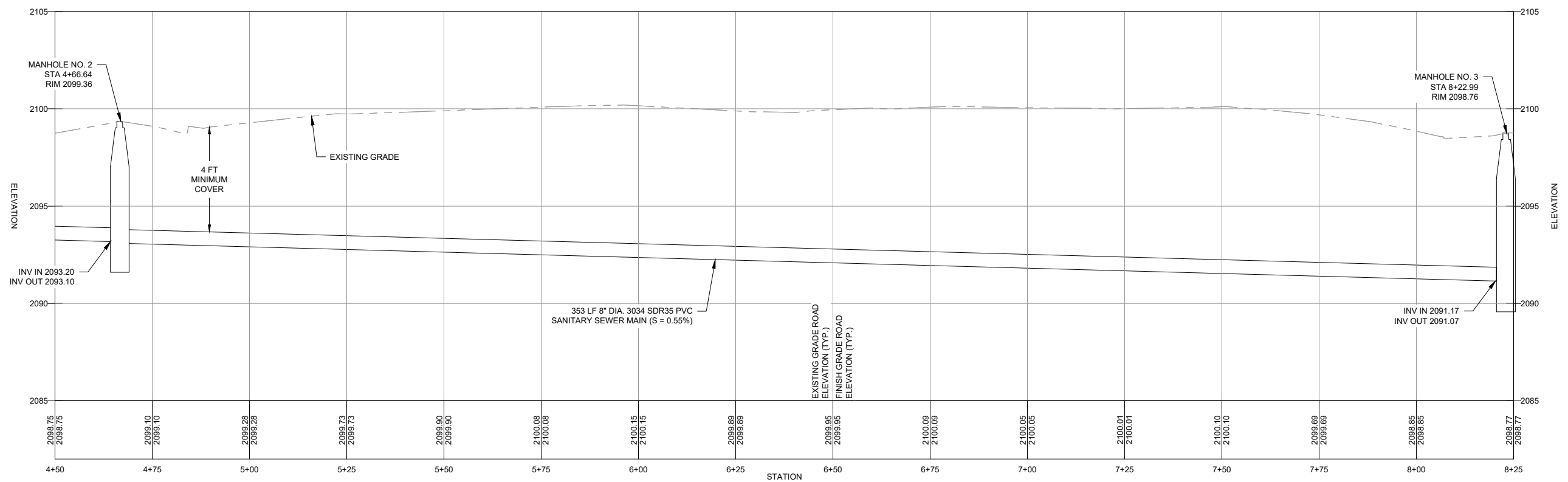
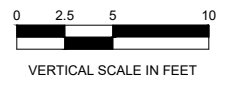


NOTES:

1. SAW CUT LINES AROUND MANHOLE SHALL BE 45° TO THE DIRECTION OF TRAFFIC.



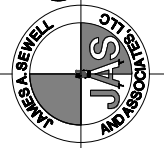
SEWER MAIN PLAN
STATION 4+50 TO 8+25



SEWER MAIN PROFILE
STATION 4+50 TO 8+25

NO.	DATE	REVISION	DR/CHK

James A. Sewell and Associates, LLC
1319 NORTH DIVISION AVENUE
SANDPOINT, IDAHO 83864
(208) 263-4160

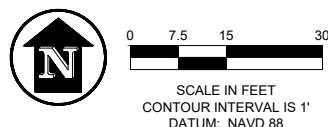
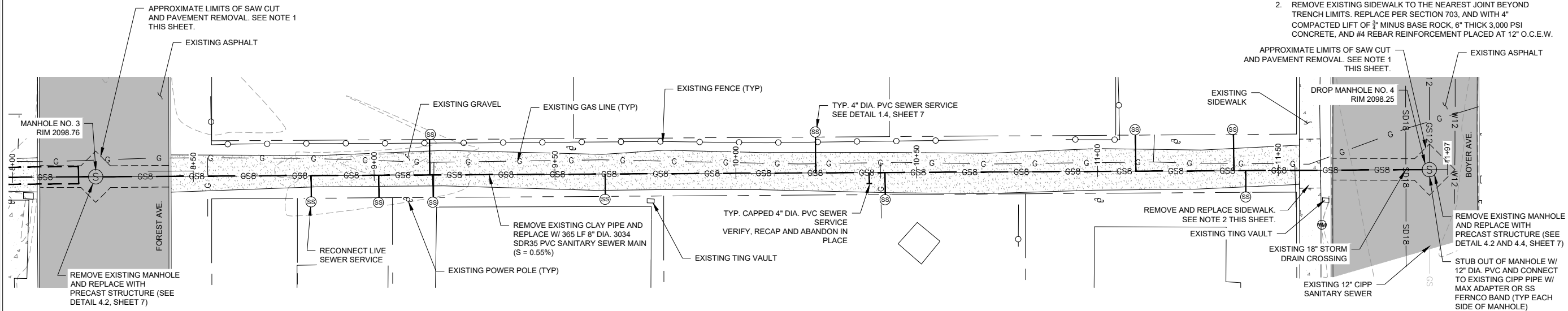


SHEET TITLE: **SEWER MAIN PLAN AND PROFILE**
STA 4+50 TO 8+25
PROJECT: **CITY OF SANDPOINT, ID**
2024 SEWER MAIN REPLACEMENT
PROJECT

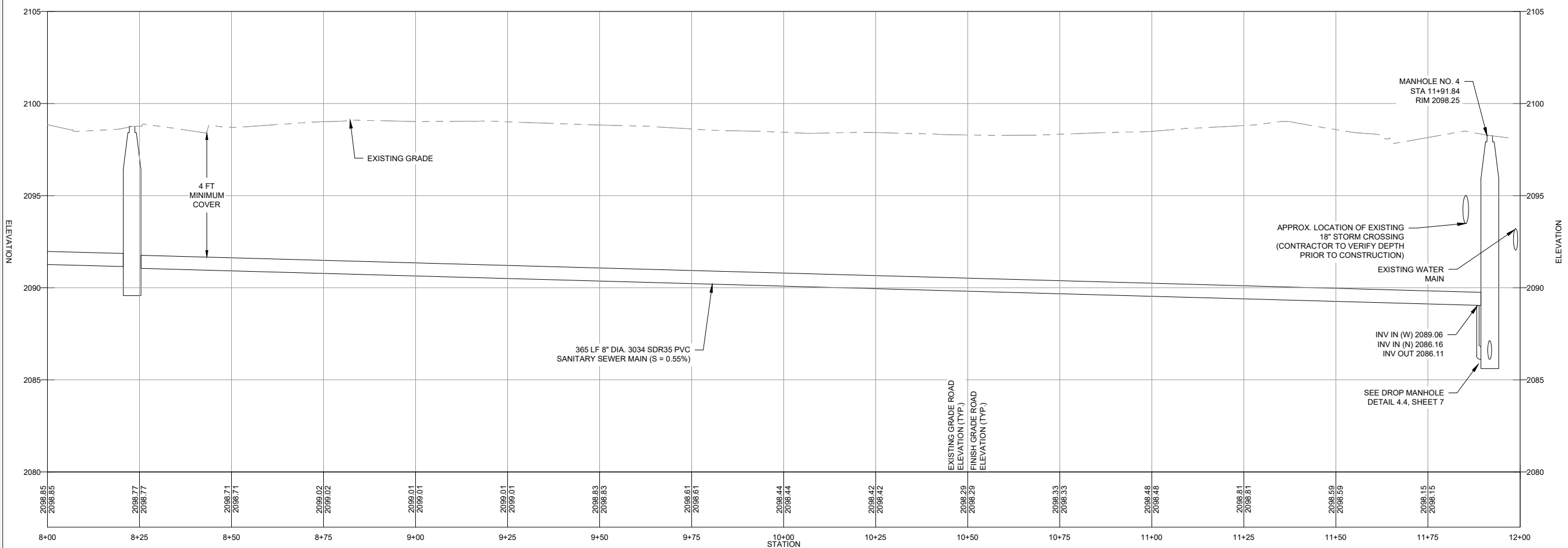
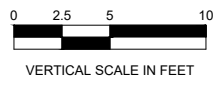
DATE: 06-11-2024
SCALE: AS SHOWN
DESIGNED: BSB
DRAWN: NCF
CHECKED: BSB
PROJ NO.: 19051-24-001
CAD FILE: SANDPOINT SEWER



- NOTES:**
1. SAW CUT LINES AROUND MANHOLE SHALL BE 45° TO THE DIRECTION OF TRAFFIC.
 2. REMOVE EXISTING SIDEWALK TO THE NEAREST JOINT BEYOND TRENCH LIMITS. REPLACE PER SECTION 703, AND WITH 4" COMPACTED LIFT OF 3/4" MINUS BASE ROCK, 6" THICK 3,000 PSI CONCRETE, AND #4 REBAR REINFORCEMENT PLACED AT 12" O.C.E.W.



SEWER MAIN PLAN
STATION 8+00 TO 12+00



SEWER MAIN PROFILE
STATION 8+00 TO 12+00

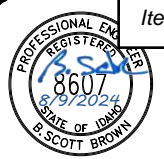
NO.	DATE	REVISION	DRN/CHK

James A. Sewell and Associates, LLC
 1319 NORTH DIVISION AVENUE
 SANDPOINT, IDAHO 83864
 (208) 263-4160

SHEET TITLE:
SEWER MAIN PLAN AND PROFILE
STA 8+00 TO 12+00

PROJECT:
CITY OF SANDPOINT, ID
2024 SEWER MAIN REPLACEMENT
PROJECT

DATE: 06-11-2024
SCALE: AS SHOWN
DESIGNED: BSB
DRAWN: NCF
CHECKED: BSB
PROJ NO.: 19051-24-001
CAD FILE: SANDPOINT SEWER



Item # 3.

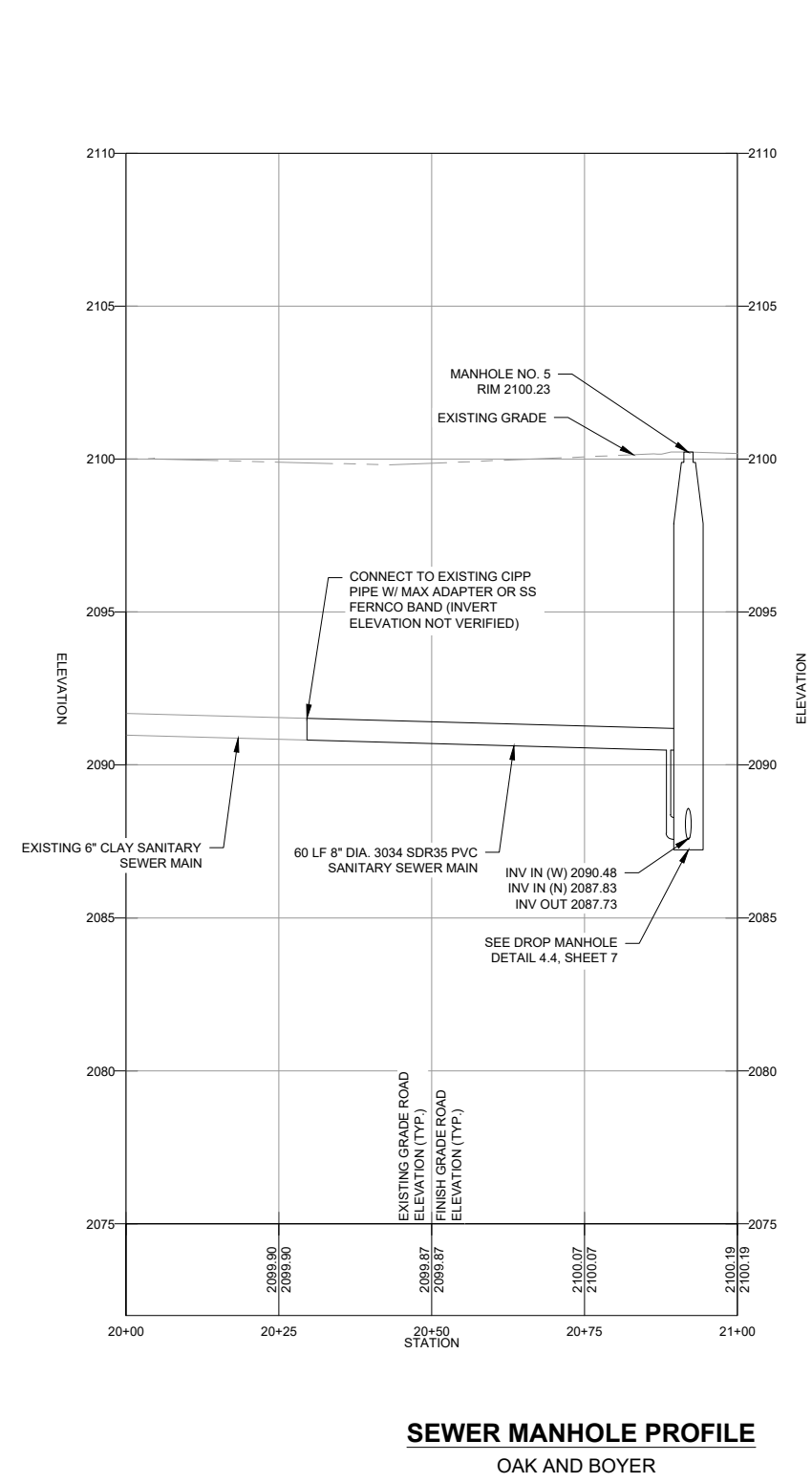
NO.	DATE	REVISION	DRN/CHK

James A. Sewell and Associates, LLC
 1319 NORTH DIVISION AVENUE
 SANDPOINT, IDAHO 83864
 (208) 263-4160

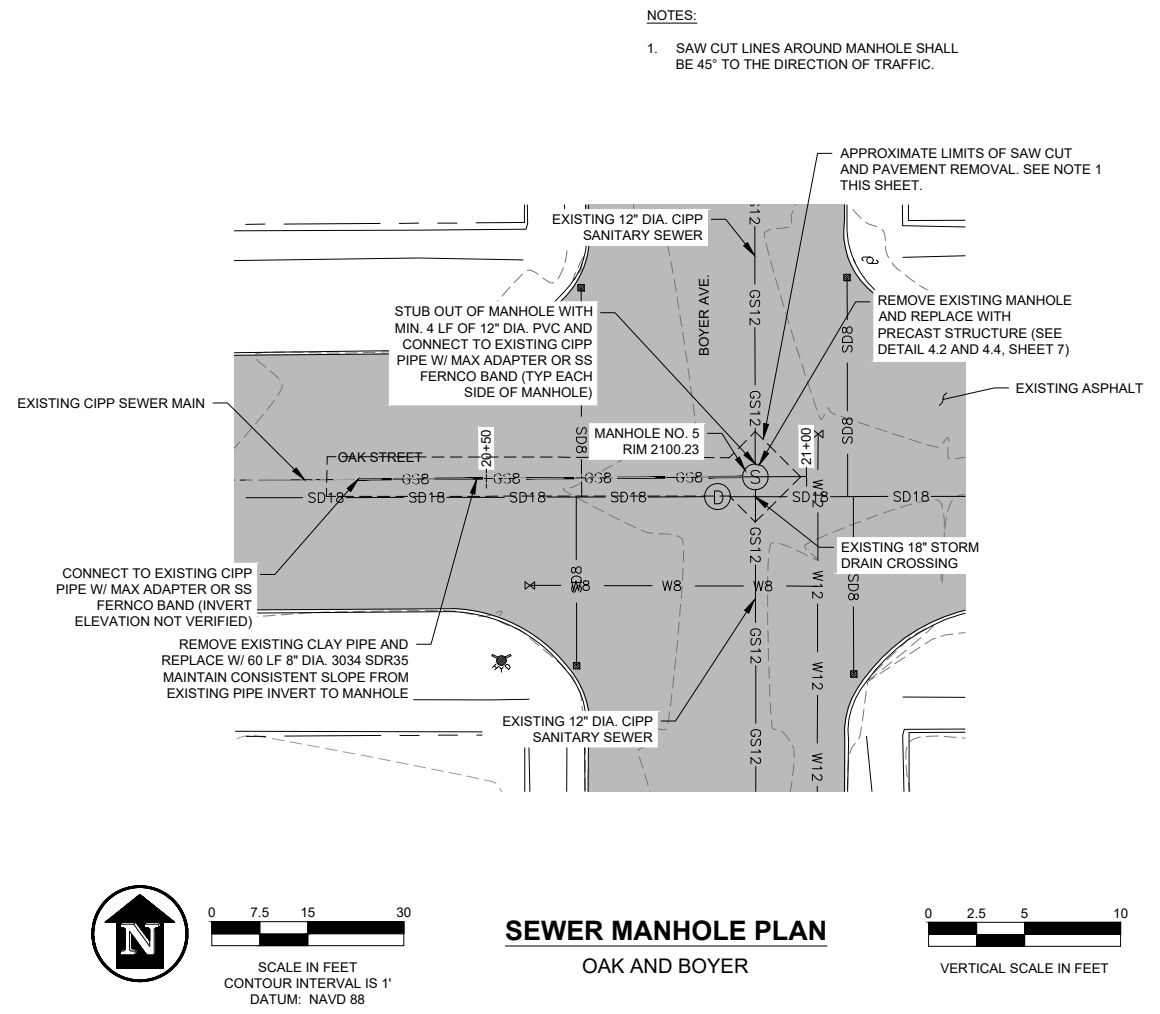
SHEET TITLE:
SEWER MANHOLE REPLACEMENT
OAK AND BOYER

PROJECT:
CITY OF SANDPOINT, ID
2024 SEWER MAIN REPLACEMENT
PROJECT

DATE: 06-11-2024
SCALE: AS SHOWN
DESIGNED: BSB
DRAWN: NCF
CHECKED: BSB
PROJ NO.: 19051-24-001
CAD FILE: E-SANDPOINT SEWER



SEWER MANHOLE PROFILE
OAK AND BOYER



SEWER MANHOLE PLAN
OAK AND BOYER

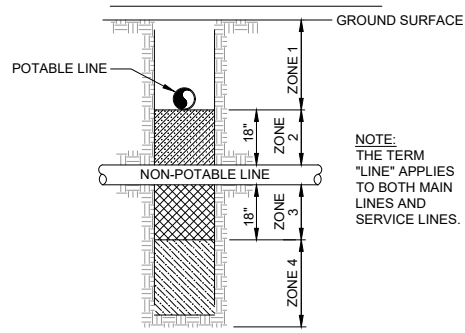
- NOTES:**
- SAW CUT LINES AROUND MANHOLE SHALL BE 45° TO THE DIRECTION OF TRAFFIC.

APPROXIMATE LIMITS OF SAW CUT AND PAVEMENT REMOVAL. SEE NOTE 1 THIS SHEET.



0 7.5 15 30
 SCALE IN FEET
 CONTOUR INTERVAL IS 1'
 DATUM: NAVD 88

0 2.5 5 10
 VERTICAL SCALE IN FEET



ZONE 1: A). POTABLE WATER AND NON-POTABLE MAINS AND SERVICE LINES MUST BE SEPARATED BY AT LEAST 18 INCHES, AND
B). ONE FULL, UNCUT LENGTH OF NON-POTABLE PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.

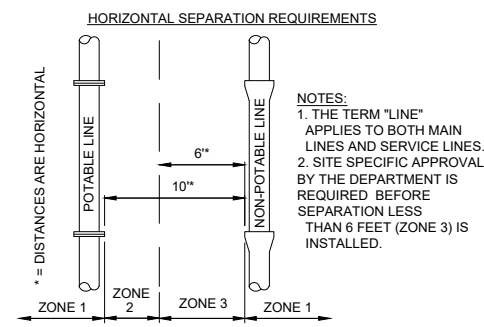
ZONE 2: POTABLE LINE <18" OVER TOP OF NON-POTABLE LINE.
A). ONE FULL, UNCUT LENGTH OF NON-POTABLE WATER PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE NON-POTABLE LINE, AND EITHER
B). NON-POTABLE LINE MUST BE CONSTRUCTED TO POTABLE WATER PIPE STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING, OR
C). NON-POTABLE OR POTABLE LINE MUST BE CASED IN A LARGER DIAMETER CARRIER PIPE FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING, WITH NO JOINTS.

ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NON-POTABLE LINE MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE NON-POTABLE LINE MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

SEWAGE FORCE MAINS SHALL HAVE AT LEAST EIGHTEEN INCHES OF CLEARANCE FROM POTABLE WATER MAINS AND ZONE 2 AND 3 PLACEMENTS ARE PROHIBITED. SEPARATION REQUIREMENTS ALSO APPLY TO POTABLE AND NON-POTABLE SERVICE LINES CONTROLLED BY THE SYSTEM OWNER AND EXTENDING TO THE PROPERTY LINE, SERVICE METER, OR CLEANOUT. REFER TO IDAPA 58.01.08.542.07: IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND IDAPA 58.01.16.430.0: IDAHO WASTEWATER RULES.

HORIZONTAL SEPARATION REQUIREMENTS
NOTES:
1. THE TERM "LINE" APPLIES TO BOTH MAIN LINES AND SERVICE LINES.
2. SITE SPECIFIC APPROVAL BY THE DEPARTMENT IS REQUIRED BEFORE SEPARATION LESS THAN 6 FEET (ZONE 3) IS INSTALLED.



ZONE 1: MORE THAN 10 FEET APART:
A). NO SPECIAL REQUIREMENTS.

ZONE 2: FROM 6 TO 10 FEET APART:
A). NO SPECIAL REQUIREMENTS FOR SERVICE LINES.
B). POTABLE AND NON-POTABLE MAINS SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS, AND
C). POTABLE MAINS HIGHER IN ELEVATION THAN THE NON-POTABLE MAINS, AND
D). NON-POTABLE MAINS CONSTRUCTED WITH POTABLE WATER CLASS PIPE AND PRESSURE TESTED FOR WATER-TIGHTNESS.

ZONE 3: CLOSER THAN 6 FEET APART:
A). FOR MAINS AND SERVICES, DESIGN ENGINEER TO SUBMIT DATA TO DEPARTMENT FOR REVIEW AND APPROVAL THAT THIS INSTALLATION WILL PROTECT PUBLIC HEALTH AND ENVIRONMENT AND NON-POTABLE LINE CONSTRUCTED WITH POTABLE WATER CLASS PIPE.

FOR DETAILS REFER TO IDAPA 58.01.08.542.07: IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS OR IDAPA 58.01.16.430.0: IDAHO WASTEWATER RULES.

SEWAGE FORCE MAINS SHALL HAVE AT LEAST TEN FEET OF HORIZONTAL SEPARATION FROM POTABLE MAINS - ZONE 2 AND ZONE 3 PLACEMENTS ARE PROHIBITED.

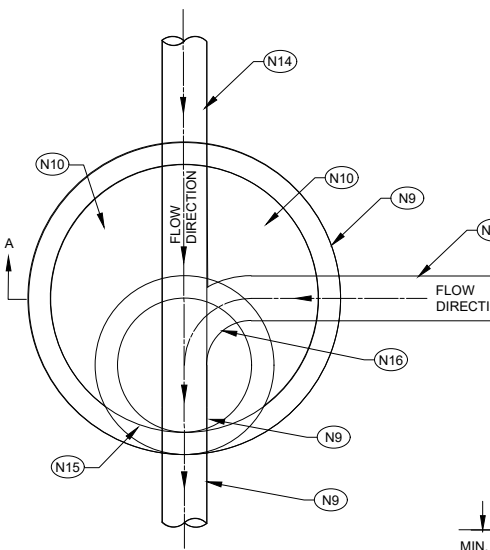
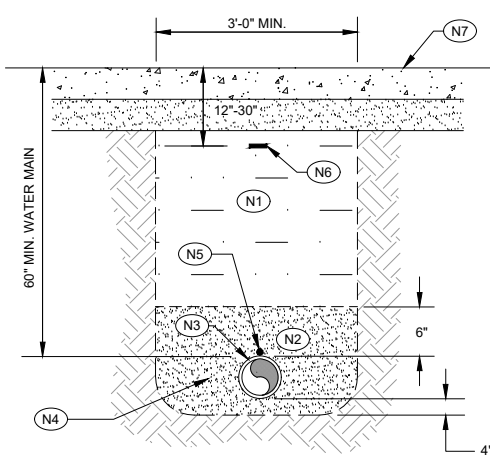
HORIZONTAL SEPARATION REQUIREMENTS ALSO APPLY TO POTABLE AND NON-POTABLE SERVICE LINES CONTROLLED BY THE SYSTEM OWNER AND EXTENDING THE MAIN LINE TO THE PROPERTY LINE, SERVICE METER, OR CLEANOUT.

4.1 POTABLE AND NON-POTABLE LINE SEPARATION
SCALE: NOT TO SCALE

- N1 IMPORTED TYPE-2 CRUSHED AGGREGATE BACKFILL. NATIVE MATERIAL MAY BE USED WHEN DEEMED SUITABLE BY THE ENGINEER PER ISPPWC 306.2.3. COMPACT TO 90% STD. PROCTOR IN OPEN GROUND AND 95% UNDER ROADWAYS AND DRIVEWAYS
- N2 IN ROCK EXCAVATION, 12" ABOVE AND 6" BELOW PIPE SHALL BE BEDDED W/SAND
- N3 BURIED PIPELINE
- N4 AREA WITHIN 4" BELOW PIPE AND 6" ABOVE SHALL BE BEDDED WITH IMPORTED MATERIAL AS SPECIFIED ON SHEET 2.
- N5 INSTALL LOCATING WIRE 12 GA. COPPER WITH INSULATION. RUN WIRE UP VALVE AND METER BOXES & WRAP TWICE AROUND TOP OF BOXES. ALSO RUN WIRE UP OUTSIDE OF SEWER MANHOLES AND ALONG SERVICES TO CLEAN OUTS PER CITY OF SANDPOINT
- N6 METALLIC LOCATOR TAPE
- N7 SURFACE REPAIR (SEE DETAIL 2.4, THIS SHEET)

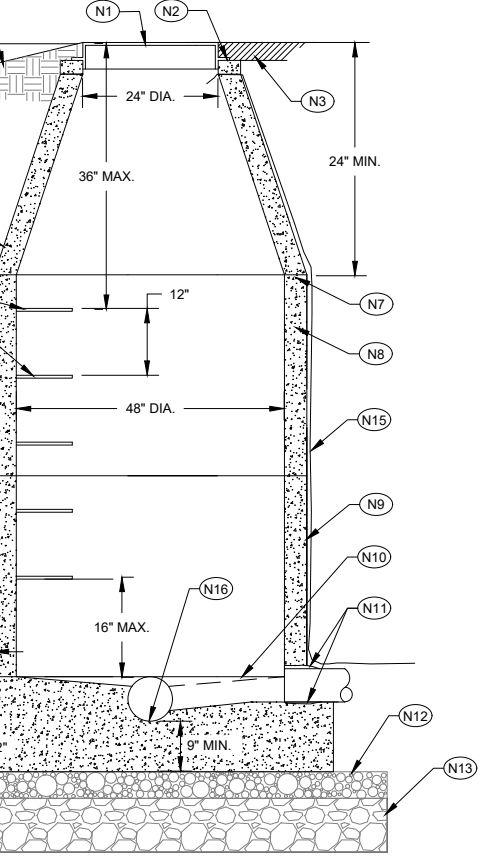
NOTE: TRENCH SIDE WALLS SHALL BE SLOPED AND/OR BRACED PER OSHA STANDARDS TO PROTECT WORKERS, ADJACENT PROPERTY, AND THE WORK.

1.2 PIPELINE TRENCH
SCALE: NOT TO SCALE

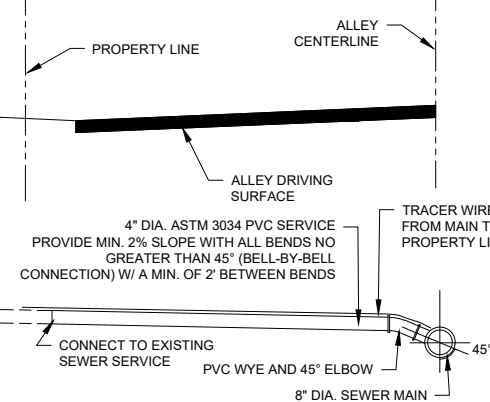


MANHOLES SHALL CONFORM TO SECTION 501 OF THE ISPPWC, REINFORCED FOR TRAFFIC LOADS, AND APPROVED BY THE CITY
MATCH PIPE ANGLES TO THE APPROACH ANGLE OF PIPES IN THE FIELD

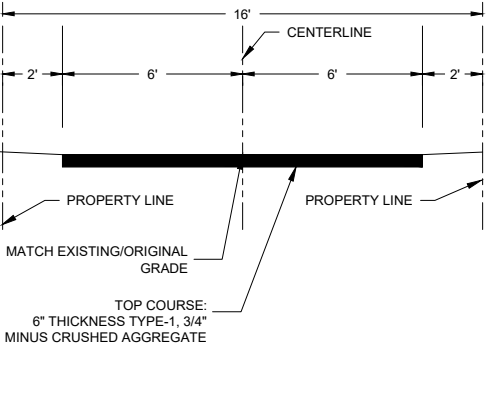
- N1 CITY OF SANDPOINT SPECIAL DESIGN SEWER MANHOLE LID 2" TO 3" MAX BELOW FINISH GRADE PAVEMENT
- N2 GRADE RINGS SHALL BE GROUTED WATER TIGHT IN PLACE GRADE RINGS SHALL BE 4" MIN. TO 12" MAX. IN HEIGHT UNLESS OTHERWISE NOTED
- N3 RAMNEK OR MASTIC BETWEEN FRAME AND GRADE RINGS
- N4 PAVEMENT AND ROAD SECTION AROUND COLLAR
- N5 SLOPE FINISH GRADE AWAY FROM ACCESS LID (WHERE INSTALLED OUTSIDE OF ROADWAY)
- N6 PRECAST MONOLITHIC CONCENTRIC CONE SECTION
- N7 EPOXY COATED MANHOLE STEPS PENETRATIONS SHALL BE WRAPPED W/ RAPID SEAL AND GROUTED W/ NON-SHRINK GROUT INSIDE AND OUT HYDRAULIC CEMENT SHALL BE WATERPROOF AND SUTABLE FOR OVERHEAD AND VERTICAL APPLICATIONS
- N8 ALL JOINTS, RISERS, AND RINGS SHALL BE SEALED W/ MASTIC AND EXTERNAL JOINT WRAP M-860 JK POLYSOURCE (OR APPROVED EQUAL) AND PROPERLY ALIGNED
- N9 48" PRECAST CONCRETE MANHOLE BARREL
- N10 48" PRECAST MANHOLE BASE WITH CHANNELS
- N11 SHELF SLOPE SHALL BE 1" PER 1'
- N12 A-LOK OR KOR-NEAL COLLAR
- N13 SMOOTH AND LEVEL BEARING SURFACE MIN. 6" OF 3/4" MINUS CRUSHED AGGREGATE COMPACTED TO 95% DENSITY
- N14 INSTALL 2-1/2" MINUS CRUSHED AGGREGATE STABILIZATION MATERIAL WHERE DEEMED NECESSARY BY ENGINEER
- N15 NEW 8" DIA. PVC SEWER MAIN
- N16 PLACE TRACER WIRE ABOVE SEWER MAIN, UP OUTSIDE OF MANHOLE, AND UNDER RISER FRAME
- N17 CHANNEL SLOPE THROUGH MANHOLE SHALL BE 10'/100' WHERE NEW PIPES ARE CONNECTING. CHANNEL SLOPE SHALL BE 5'/100' WHERE EXISTING SEWER PIPES ARE CONNECTING.



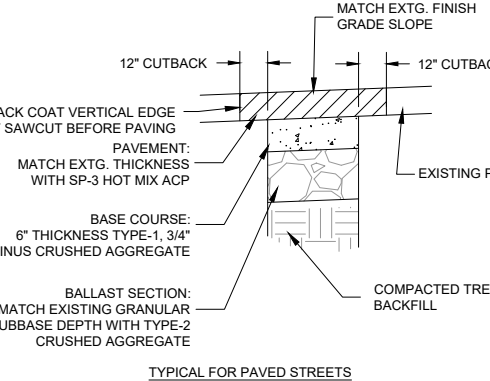
4.2 MANHOLE DETAIL
SCALE: NOT TO SCALE



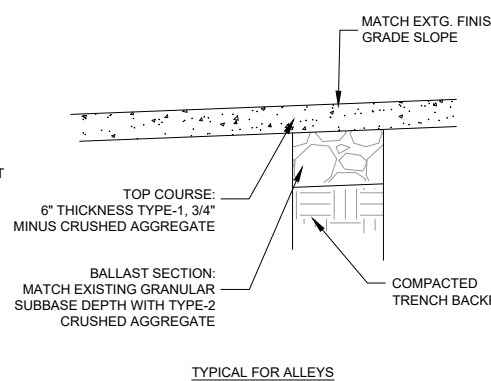
1.4 SEWER SERVICE
SCALE: NOT TO SCALE



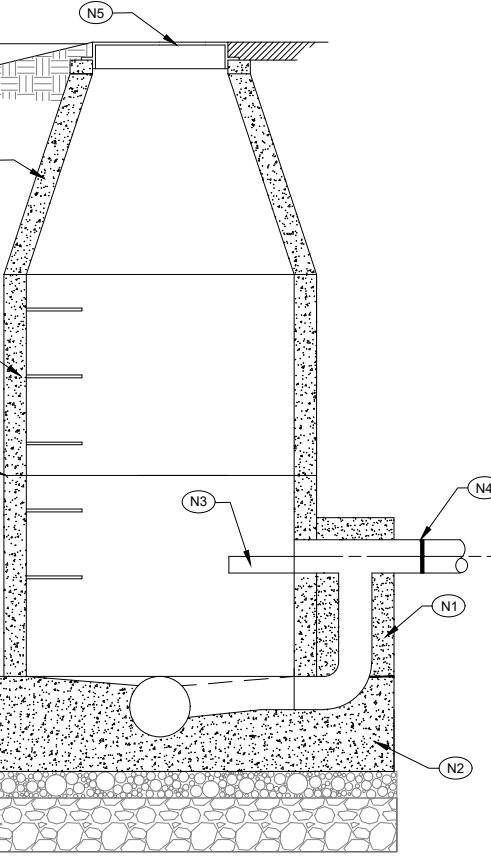
1.5 TYP. ALLEY CROSS SECTION
SCALE: NOT TO SCALE



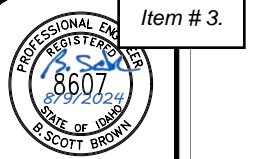
2.4 SURFACE REPAIR DETAIL
SCALE: N.T.S.



- N1 TYPE 1 BEDDING MATERIAL
- N2 CONCRETE BASE CAST IN PLACE PER SECTION 703 OF ISPPWC.
- N3 EXTEND HALF PIPE DIAMETER INTO MANHOLE A MINIMUM OF 12"
- N4 FLEXIBLE JOINT
- N5 SEE DETAIL 4.2 FOR ALL SPECIFICATIONS RELATED TO RIM, CONE, BARREL SECTION, STEPS, SEALING AND OTHER APPURTENANCES



4.4 DROP MANHOLE DETAIL
SCALE: NOT TO SCALE



NO.	DATE	REVISION	DRN/CHK

James A. Sewell and Associates, LLC
1319 NORTH DIVISION AVENUE
SANDPOINT, IDAHO 83864
(208) 263-4160

DETAILS
SHEET TITLE: PROJECT: CITY OF SANDPOINT, ID 2024 SEWER MAIN REPLACEMENT PROJECT
DATE: 06-11-2024
SCALE: AS SHOWN
DESIGNED: BSB
DRAWN: NCF
CHECKED: BSB
PROJ NO.: 19051-24-001
CAD FILE: SANDPOINT SEWER
SHEET 7 OF 7

PERFORMANCE BOND

<p>Contractor</p> <p>Name: KG&T Septic Inc.</p> <p>Address (principal place of business):</p> <p style="text-align: center;">172 Sunrise Road Bonners Ferry, ID 83805</p>	<p>Surety</p> <p>Name:</p> <p>Address (principal place of business):</p>
<p>Owner</p> <p>Name: City of Sandpoint</p> <p>Mailing address (principal place of business):</p> <p style="text-align: center;">1123 Lake St. Sandpoint, Idaho 83864</p>	<p>Contract</p> <p>Description (name and location):</p> <p style="text-align: center;">A25-3257-1 -Ruth Avenue To Boyer Avenue Sewer Main Replacements</p> <p>Contract Price: \$267,571.00</p> <p>Effective Date of Contract: November 21, 2024</p>
<p>Bond</p> <p>Bond Amount:</p> <p>Date of Bond:</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>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.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>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.</i></p>	

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

<p>Contractor</p> <p>Name: KG&T Septic Inc.</p> <p>Address <i>(principal place of business)</i>: 172 Sunrise Road Bonnors Ferry, ID 83805</p>	<p>Surety</p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>
<p>Owner</p> <p>Name: City of Sandpoint</p> <p>Mailing address <i>(principal place of business)</i>: 1123 Lake St. Sandpoint, ID 83864</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: A25-3257-1 Ruth Avenue To Boyer Avenue Sewer Main Replacements</p> <p>Contract Price: \$267,571.00</p> <p>Effective Date of Contract: November 21, 2024</p>
<p>Bond</p> <p>Bond Amount:</p> <p>Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>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.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>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.</i></p>	

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**

PART 3

BID PACKAGE

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

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-16693-AAA-4

ARTICLE 3—BASIS OF BID—LUMP SUM PRICES

BASE BID WORK as indicated in the bidding documents:

The project can be summarized to include a complete reconstruction of a portion of Sandpoint’s Sewer Main in central Sandpoint and includes approximately 1,100 LF of sewer main replacement and other related improvements.

\$ 267,571.00 (numerical) which sum is hereafter called the base bid.

two hundred sixty seven thousand - five hundred seventy one dollars and no cents, (written) (bidder to insert base bid amount on line above)

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

3.01

BID ALTERNATES as indicated in the bidding documents

None

BID SCHEDULE A – BASE BID

A. Bidder acknowledges that:

1. Each Bid Lump Sum Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item,
2. Each Lump Sum Price includes all applicable labor and materials and taxes and fees to perform a complete and functional project in compliance with the Bidding documents.
3. Unit prices as requested below, will govern additions and deletions to the work, quantities included are not bid quantities, and are for cost evaluation comparison only.

ISPWC	Description	Quantity	Unit	Unit Cost
801.4.1.A.1	3" Minus Uncrushed Aggregate Base	100	CY	63.03
802.4.1.A.1	¾" Minus Crushed Aggregate Base Type I	100	CY	69.30

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work 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:

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

Addendum Number	Addendum Date
NO. 1	10/21/24
NO. 2	10/24/24
NO. 3	10/31/24

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.

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

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.

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

BIDDER hereby submits this Bid as set forth above:

Bidder:

KG+T Septic Inc.

(typed or printed name of organization)

By:

(individual's signature)

Name:

Terry Johnson

(typed or printed)

Title:

President / owner

(typed or printed)

Date:

11/05/2024

(typed or printed)

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

Attest:

Kristy Johnson

(individual's signature)

Name:

Kristy Johnson

(typed or printed)

Title:

Vice Pres / Sec / owner

(typed or printed)

Date:

11/5/2024

(typed or printed)

Address for giving notices:

172 Sunrise Rd Bonners Ferry ID 83805
or 2600 Moon Shadow Rd, Bonners Ferry ID 83805

Bidder's Contact:

Name:

Terry Johnson

(typed or printed)

Title:

President / owner

(typed or printed)

Phone:

208-610-0037

Email:

Office@kg+Tseptic.com

Address:

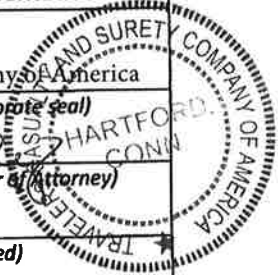
2600 Moon Shadow Rd or 172 Sunrise Road
Bonners Ferry ID 83805 Bonner Ferry ID 83805

Bidder's Contractor License No.: (if applicable) RCE-12895

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

BID BOND (PENAL SUM FORM)

<p>Bidder Name: KG&T Septic, Inc. Address (principal place of business): 172 Sunrise Rd Bonners Ferry, ID 83805</p>	<p>Surety Name: Travelers Casualty & Surety Company of America Address (principal place of business): One Tower Square Hartford, CT 06183-6104</p>
<p>Owner Name: City of Sandpoint Address (principal place of business): 1123 Lake Street Sandpoint, ID 83864</p>	<p>Bid Project (name and location): A25-3257-1 Ruth Avenue to Boyer Avenue Sewer Main Replacements Bid Due Date: October 24, 2024</p>
<p>Bond Penal Sum: Five Percent of Amount Bid **5%** Date of Bond: October 24, 2024</p>	
<p>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.</p>	
<p>Bidder KG&T Septic, Inc. <i>(Full formal name of Bidder)</i></p> <p>By: <u>Terry Johnson</u> <i>(Signature)</i></p> <p>Name: <u>Terry Johnson</u> <i>(Printed or typed)</i></p> <p>Title: <u>President</u></p> <p>Attest: <u>Kristy Johnson</u> <i>(Signature)</i></p> <p>Name: <u>Kristy Johnson</u> <i>(Printed or typed)</i></p> <p>Title: <u>Vice President</u></p>	<p>Surety Travelers Casualty & Surety Company of America <i>(Full formal name of Surety) (corporate seal)</i></p> <p>By: <u>Randi Flory</u> <i>(Signature) (Attach Power of Attorney)</i></p> <p>Name: <u>Randi Flory</u> <i>(Printed or typed)</i></p> <p>Title: <u>Attorney-In-Fact</u></p> <p>Attest: <u>Shelley Deitz</u> <i>(Signature)</i></p> <p>Name: <u>Shelley Deitz</u> <i>(Printed or typed)</i></p> <p>Title: <u>Producer</u></p>
<p><i>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.</i></p>	



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.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

Item # 3.

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Randi Flory** of **BONNERS FERRY**, **Idaho**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

By: 
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **October 2024**,




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

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.

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

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.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
NA	NA	NA
NA	NA	NA
NA	NA	NA
NA	NA	NA

NOTES TO USER

1. This form must be included for all bids.

SANDPOINT BID NO. 25-3257-1 RUTH AVENUE TO BOYER AVENUE SEWER MAIN REPLACEMENTS

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AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 30, 2024
MEETING DATE: November 20, 2024
TO: Mayor and City Council
FROM: Erik Bush PLA, Construction Manager, City Forester
SUBJECT: Urban and Community Forestry Grant Award

DESCRIPTION/BACKGROUND:

At the April 17, 2024 City Council meeting, council approved Staff's application for the Urban and Community Forestry Grant (Resolution 24-022). The application was submitted to Idaho Department of Lands on April 26, 2024. Staff was notified that the grant application was successful, and Sandpoint has been awarded the full \$100,000 requested from the program.

Staff intends to use this grant to update its tree inventory, conduct tree maintenance, and plant new trees in city parks and public rights-of-way.

STAFF RECOMMENDATION:

Accept the award of the Urban and Community Forestry Grant.

ACTION:

Move to accept the award of the Urban and Community Forestry Grant and MOU with IDL for expenditure of grant funds.

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

ATTACHMENTS:

1. Grant Award and MOU documents
2. Resolution 24-022

FORESTRY AND FIRE DIVISION
FORESTRY ASSISTANCE BUREAU
3284 W. Industrial Loop
Coeur d'Alene, ID 83815
Phone (208) 769-1525
Fax (208) 769-1524



STATE BOARD OF LAND COMMISSIONERS
Brad Little, Governor
Phil McGrane, Secretary of State
Raul Labrador, Attorney General
Brandon D Woolf, State Controller
Debbie Critchfield, Sup't of Public Instruction

October 7, 2024

Erik Bush
City Forester and Landscape Architect
City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

RE: City of Sandpoint Urban Canopy Maintenance Activities Project

Dear Mr. Bush:

The Idaho Department of Lands (IDL) is interested in awarding The City of Sandpoint a grant not to exceed **\$100,000**. Funds are to assist disadvantaged communities increase and maintain a healthy urban canopy.

Enclosed is a Memorandum of Understanding (MOU) for The City of Sandpoint's consideration, as well as the following documents requiring signature and/or completion.

- W-9 Tax Form
- Information Collection Form
- Sub-recipient Federal Grant Management Assessment form
- Assurances and Certifications regarding
 - Non-Construction Programs (Form 424 B)
 - Disbarment & Suspension (Form AD-1048)
 - Drug-Free Work Place (Form AD-1049)
 - Lobbying

Once these documents are signed by The City of Sandpoint, please return them to IDL via email to:

Matt Perkins
Urban & Community Forestry Program Manager **and**
mperkins@idl.idaho.gov

Megan Johnson
Grants/Contracts Officer
mjohnson@idl.idaho.gov

This grant does not become official until both The City of Sandpoint and IDL sign the MOU (and the additional documents cited above are signed by The City of Sandpoint). The project end date will be **11/30/2027**. All requests for reimbursement of eligible expenses under this grant will need to be received by IDL no later than **12/31/2027**, to avoid forfeiture of grant funds.

Should you have any questions regarding these materials, please feel free to contact me at 208-666-8622 or mjohnson@idl.idaho.gov. If your questions are of a technical nature regarding the fieldwork to be completed or overall project, please contact Matt Perkins, 208-616-1779 or mperkins@idl.idaho.gov. Thank you for your attention to this matter; I look forward to receiving the signed documents shortly.

Sincerely,

/S/ Megan Johnson
Megan Johnson
Grants/Contracts Officer

Electronic cc: Matt Perkins, Urban & Community Forestry Program Manager

Grant Number: 23IRA-City of Sandpoint

Project Code (IDL use only):

MEMORANDUM OF UNDERSTANDING

Between

**Idaho Department of Lands
And
City of Sandpoint**

This Memorandum of Understanding (MOU) between the Idaho Department of Lands and the City of Sandpoint, hereinafter respectively referred to as IDL and GRANTEE, is intended to support the City of Sandpoint Urban Canopy Maintenance Activities project. The purpose of this grant is to assist disadvantaged communities in increasing and maintaining a healthy urban canopy and access to nature. This effort is being undertaken in Bonner County to update the cities tree inventory, City Code, and to prune or remove hazardous trees.

IDL, in cooperation with USDA Forest Service, agrees to reimburse the GRANTEE for allowable expenditures not to exceed the grant award amount of **\$100,000**. Funds are provided by Idaho Department of Lands in cooperation with the United States Department of Agriculture Forest Service (USDA-FS) as part of the Inflation Reduction Act-Urban Forestry State Allocations grant program which falls under the authority of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended, through Federal Grant No. #23-DG-1101000-030. The Federal Assistance Listing (formally Catalog of Federal Domestic Assistance-CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program.

GRANTEE is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

NOTE: Copies of the Codes of Federal Regulations can be obtained on-line.

- 2 CFR Part 200—
<http://www.ecfr.gov/cgi-bin/text-idx?SID=9428273b8bb558c96bb4f2896b749be6&mc=true&node=pt2.1.200&rgn=div5>
- 2 CFR Part 400—
<http://www.ecfr.gov/cgi-bin/text-idx?SID=96ea75fd74bd92e1ff1744fc05f15e4f&node=pt2.1.400&rgn=div5>

The grant guidelines and conditions as set forth by the USDA-FS and IDL include the following:

PROJECT SPECIFIC TERMS

1. **Project Scope and Estimated Budget:** The GRANTEE will adhere to the provisions outlined in this MOU, budget found in Appendix A, and any future revisions per agreement with IDL.

No changes to the project will be allowed unless the GRANTEE submits a written request for approval to this office before changes are made and at least 10 days prior to the grant end date, and this request is approved in writing by an authorized representative of IDL identified in this agreement.

NOTE: IDL is not obligated to fund changes not approved in this manner.

Specific Project Scope Items to Be Completed Include:

See Reimbursement Terms section of MOU starting on page 3 for additional details regarding required documentation of activities and expenditures.

- a. **Overall project management**—Develop contracts and or request for proposals; administer contracts; coordinate treatments and implement practices (as specified below); and oversee/inspect and monitor all project components.
 - b. **Project Location**- Project area is within the Climate & Economic Justice Screening Tool (CEJST) identified disadvantaged area in Appendix B and is defined within the project location in Appendix C.
 - c. **PlanIT Geo TreePlotter Inventory**— and update.
 - i. TP Upgrade Risk Assessment
 - ii. Inventory data collected will match the criteria outlined in Appendix D
 - d. **Tree Maintenance**- deferred tree maintenance will be administered to trees identified as “Priority” during data collection
 - iii. Pruning - will be administered according to Appendix E and will target risk mitigation and tree retention in trees identified during the Tree Inventory.
 - iv. Removal - tree removal (including stumps) will be conducted only on specimens identified during data collection as “High Risk” or otherwise approved by the Project Manager in accordance with Appendix F. All removals will be replaced at a 1 -1 ratio unless otherwise specified and approved by the Project Manager.
 - e. **Tree Planting**- Will be conducted according to Appendix G. All trees will be planted in priority planting spaces identified by the tree inventory.
 - f. **Ordinance/Code Update**- City of Sandpoint will update their ordinance to add language that provides guidance for the proper care, establishment, conservation, and protection of community trees and forests. Aligning with Arbor Day Foundation and Tree City USA criteria.
 - g. **Signage**- Construct and display signage in project areas to provide information regarding the source of project funding.
 - i. Signage will be provided to IDL in advance for approval prior to finalization and implementation.
2. **Grant Award Expiration:** This grant award and project period begins on the date of signature of this MOU by both parties and ends on **November 30, 2027**. All reimbursable expenditures and activities must occur within the project period. Time extension requests must be received by IDL in writing 10 business days prior to the project end date and be approved by IDL’s authorized representative in writing by November 30, 2027 to be binding. Federal and state laws and regulations pertaining to grants, records, and auditing may remain enforceable longer. Local laws and regulations, which may be more restrictive, apply.
 3. **Grant Fund Use Restrictions:** Construction and research and development activities are **ineligible** for funding. Capital expenditures or purchases of single items of equipment or supplies with a lifespan of one year or more and having a fair market value of over \$5,000 per unit are **not eligible** for funding. Using grant funds to seek and apply for additional grant funding is **unallowable**. Funds can only be used for the implementation of scope items as described on page 2.

4. **Sale of Commercial Products:** All revenue generated from sold products that are a direct result of grant activities will be used to match or off-set project costs. No grant monies may be used to create profit from commercial goods for GRANTEE, landowner or contractors. Those activities must also comply with all forest practice laws, rules and regulations (cited in clause 5 below).
5. **State Laws, Rules, Policies and Guidelines:** The following must be adhered to and complied with by anyone doing work associated with this MOU.
 - a. **Forest Health Slash Guidance**—fresh pine slash should not be created during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid *lps* bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.
 - b. **Forest Management and Health Guidance**- as detailed in Appendix H.
 - c. **Tree/Seedling Purchase Standards**— American National Standards for Nursery Stock ANSI Z60.1 (most current version)
 - d. **Idaho Code Title 54, Chapter 19 Public Works Contractors**—Contractors must have a Public Works License appropriate for the value of the contract for any work on public lands.
 - e. **Build America, Buy America** (OMB Memo M-22-11)—Funds cannot be used for infrastructure unless certain requirements and preferences are met (see OMB Memo M-22-11 for details).
 - f. **Davis Bacon Wages for Construction**—Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under that Act. (See Subchapter IV of Chapter 31 of Title 40, United States Code (commonly referred to as the “Davis-Bacon Act” for details.)
6. **Performance Reports:** the GRANTEE shall submit quarterly performance reports unless a Progress Report/narrative was submitted with a reimbursement request during that period. If required, quarterly reports should be received by IDL by February 28, May 31, August 31 and November 30 each year the grant is in effect. Performance reports shall include a narrative describing the work completed to date of the project with specific quantitative detail (i.e., tree’s pruned, tree’s planted, and progress of tree inventory), as well as explain any barriers to timely project completion or cost overruns/high unit costs as applicable. GRANTEE will provide additional reporting information to IDL, as needed, for reports required by the federal funding source.
 - a. GRANTEE shall submit a report at the completion of the pre-work meeting.
 - b. GRANTEE shall submit a report at the completion of each project deliverable.
 - c. GRANTEE shall submit a final report at the completion of the project.

REIMBURSEMENT TERMS

1. IDL shall make payments to GRANTEE on a reimbursement basis only. There can be no advances. IDL will reimburse allowable costs for those project activities, approved within this MOU, or modifications approved by both parties in writing, not to exceed the award amount.
2. Up to 15% of grant funds may be held back until the entire project is satisfactorily completed and approved by IDL.
3. **Indirect Cost Rate:** The GRANTEE has voluntarily elected to not charge this grant for indirect costs as defined in 2 CFR Part 200 and associated Appendices.

4. Requests for reimbursement payments can be submitted no more often than monthly, but at least annually. Each request will include a narrative summary of progress based on work completed in that billing period, an official reimbursement request form and supporting documentation of expenditures to be reimbursed. GRANTEE will submit reimbursement request via:

Email: Reimbursements.FAB@idl.idaho.gov

- a. Project costs must be documented on the **Reimbursement Request Form** provided by IDL. Documentation supporting all project costs submitted for reimbursement must accompany request. Copies of detailed, itemized and paid invoice/receipt (and payment proof such as copies of checks) are required for all reimbursable expenses. Invoices at minimum should specify the date and type of activity; quantity and rate thereof; and location (if a treatment).
 - b. Any GRANTEE claiming reimbursement for employees' time for work on this project must follow strict federal time recording requirements as specified in all OMB Circulars applicable to GRANTEE's organization. Personnel being paid with federal grant funds (even when passed through a state agency) must document 100% of their actual individual paid time and effort and attribute it to specific projects. These personnel activity reports or equivalent, which include both grant funded activities and non-grant activities should be maintained by GRANTEE and made available if audited.
 - i. For reimbursement, GRANTEE must submit enclosed **Grant Recipient Labor Worksheet** or equivalent that records the actual amount of time for each day that each person spent on this specific grant project *for which reimbursement is sought*. The documentation needs to be signed by the staff person or supervisor aware of the work activities.
 - c. An IDL **Progress Report** describing the work completed during the report period must be included with each reimbursement request. Detail what was accomplished over what period of time and by whom.
 - d. All grant funded project activities and accomplishments (i.e., assessments, planting, treatments, and education efforts) associated with the current reimbursement request must be reported at the time of its submission to IDL by populating the **IDL GIS Federal Grant Database**. (Access to the on-line portal will be arranged by IDL.) Only fully completed activities that have been reimbursed or are being sought for reimbursement in the current request are to be populated in the **IDL GIS Federal Grant Database**. The responsibility for the completeness and accuracy of all data entered lies with the GRANTEE.
 - e. Include with each reimbursement request:
 - i. Copies of deliverables, such as Tree Inventory, Tree Maintenance, Tree Selection Guide etc. must be included with final reimbursement request or when GRANTEE requests reimbursement for expenses associated with deliverable (whichever occurs first).
 - ii. Before & after pictures of work completed for reimbursement period.
5. Income generated directly from grant-funded activity, such as the sale of waste wood or workshop registration fees will be deducted from the amount reimbursed by IDL under this grant. If you are unclear whether your activity falls into this category, contact, IDL Grants/Contracts Officer, Megan Johnson. Income may be invested in additional treatment work with approval of authorized IDL representative. (See Project Specific Term clause 4 on page 2.)

6. **Final grant reimbursement request must be received no later than December 31, 2027.** Funds not claimed by the GRANTEE by this date will be forfeited, unless IDL 's authorized representative extends the reimbursement period in writing.
- a. The project will not be considered complete nor approved for final payment until:
 - i. All work agreed to in this MOU (or subsequently agreed to by both parties in writing) is satisfactorily completed and approved by IDL's authorized representative
 - ii. An IDL **Final Progress Report** summarizing overall project accomplishments is received and approved by IDL's authorized representative. The report should include quantification of accomplishments in relationship to this MOU's project scope and objectives. If any aspects were not accomplished, then reason for such should be provided. Also, any challenges encountered and how addressed, if applicable should be included. This report may be used by IDL to promote grant program accomplishments to funding source or the public.
 - iii. The **IDL GIS Federal Grant Database** is populated with all grant funded project accomplishments as specified in Project Specific Terms section of this MOU.
 - iv. Final before & after pictures of project.
 - v. Copies of all deliverables are received by IDL.
 - vi. Slash or other debris created by treatments has been burned, chipped, or removed from the property where the work was performed so as to comply with Idaho Statute Title 38.
7. IDL may request additional information, review, inspect and audit the completed work before reimbursement request(s) are paid.

GENERAL TERMS

1. **Subawarding or Subgranting:** GRANTEE will not provide (sub) grants with funds received through this MOU. This prohibition includes direct payments to individual landowners.
2. **Contract and Purchasing:** All purchases of goods and services under this grant must be competitively procured in compliance with applicable federal and state laws and regulations and conveyed through a signed written agreement between the parties. Specifically, compliance with federal procurement standards 2 CFR §§200.318 through 200.327, **IDAPA 38 Title 05 Chapter 01—Rules of Division of Purchasing** (by state agencies) and **Idaho Code Title 67, Chapter 28—Purchasing by Political Subdivisions** (by city/county governments) is required. Provisions of federal or local laws and regulations, as well as GRANTEE policies, which may be more restrictive, also apply.
3. **Suspension and Debarment:** GRANTEE agrees that no vendor or contractor debarred or suspended from being able to work under a federal grant, according to the terms of 2 CFR Part 180, will receive funds under this MOU.
4. Costs associated with the project and approved in advance by IDL for travel, lodging and meals cannot exceed Idaho State and/or Federal rates for these expenditures. If costs will be higher, GRANTEE will request prior approval with justification before incurring these expenses. IDL will determine if requested costs are reasonable and appropriate.
5. All printed, electronic, or audiovisual materials (including on-line postings and press releases) developed or produced for public distribution or publication under this Agreement **must:**

- a. Be pre-approved by IDL's authorized representative prior to posting, duplication, publication and dissemination
- b. Include the following nondiscrimination statement in full for any materials funded with grant dollars:

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-992, or by writing a letter addressed to USA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or***
- (2) Fax: (833) 256-1665 or (202) 690-7442; or***
- (3) Email: program.intake@usda.gov.***

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider"***.

- c. Acknowledge the funding source with a written or verbal statement, which provides credit such as: ***"This project is funded in part by the Idaho Department of Lands in cooperation with the USDA Forest Service."***
6. **Use of U.S. Forest Service Insignia:** Permission, in writing, must be granted from the U.S. Forest Service's Office of Communications to use the insignia on any published media, such as a webpage, printed publication, or audiovisual production. GRANTEE will consult with IDL regarding appropriate contact and process for obtaining permission.
 7. **Right to Copyright:** GRANTEE may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. IDL and the USDA Forest Service reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for its or the Federal government's purposes, and to authorize others to do so. IDL's and the USDA Forest Service rights cited above also apply to other intangible property and to data produced under this award.

8. **Legal Authority:** The GRANTEE shall have the legal authority to receive a grant and enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes having sufficient funds to pay the nonfederal share of project costs, when applicable.
9. **Authoritative Identifier:** A current and active Unique Entity ID number must be provided to IDL for GRANTEE to receive funding through this MOU. GRANTEE should maintain a registration with the System for Award Management (SAM) during the life of this agreement.
10. **Notifications:**
- a. The GRANTEE shall immediately notify IDL in writing of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
 - b. The GRANTEE shall immediately inform IDL if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the GRANTEE or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, they shall notify IDL without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
 - c. GRANTEE agrees to immediately notify IDL if an employee associated with this grant project is convicted of a drug violation in the workplace. Notification must be in writing, identify the employee's position title, and the grant number of each MOU which the employee worked. The notification must be sent to IDL Program Manager within 10 calendar days after the GRANTEE learns of the conviction.
 - d. GRANTEE shall notify IDL of any changes to key positions and personnel (i.e., authorized GRANTEE representative and/or primary decision makers on project
11. **Eligible Workers:** The GRANTEE shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324(a)). The GRANTEE shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
12. **Trafficking in Persons:** GRANTEE agrees that this award is subject to Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)). Violations and or failure to report violations can cause this award to be unilaterally terminated without penalty. For more details, see Appendix I.
13. **Transparency Act:** GRANTEE may need to provide information on this subaward and the compensation of its executives and understands that such information may be reported by IDL as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252.
14. **Members of U.S. Congress:** Pursuant to 41 U.S.C. 22 no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.
15. **Financial and Field Audits:** GRANTEE agrees to permit audits and post-audits by representatives of the State of Idaho, the USDA Forest Service, Inspectors General, and Comptroller General or their representatives, of the project sites and all records pertaining to the project covered by this MOU and

access to personnel for discussion related to such documents. Records must be kept for a minimum of three (3) years after completion date of the project or until any litigation, claim, negotiation, audit or other action started before the expiration date is resolved (whichever is later.) GRANTEE's internal retention policies, which may be longer, also apply. Allowed access is not limited to the required retention period but lasts as long as the records are retained.

Financial Contact:

Idaho Department of Lands

Jamie Baker
Fiscal Department
3284 W. Industrial Loop
Coeur d' Alene, ID 83815
208-769-1525 / 208-769-1524 (f)

jbaker@idl.idaho.gov

16. The persons authorized to make decisions and approvals regarding this project (or their supervisor) are:

Idaho Department of Lands

Matthew Perkins
Urban & Community Forestry Program Manager
300 N 6th St. Ste 103
Boise, ID 83702
208-616-1779

mperkins@idl.idaho.gov

Megan Johnson
Grants/Contracts Officer
(for Reimbursement & Reporting questions)
3284 W. Industrial Loop
Coeur d'Alene, ID 83815
208-666-8622 / 208-769-1524 (f)

mjohnson@idl.idaho.gov

City of Sandpoint

Erik Bush
City Forester and Landscape Architect
1123 Lake Street
Sandpoint, ID 83864
208-964-2062

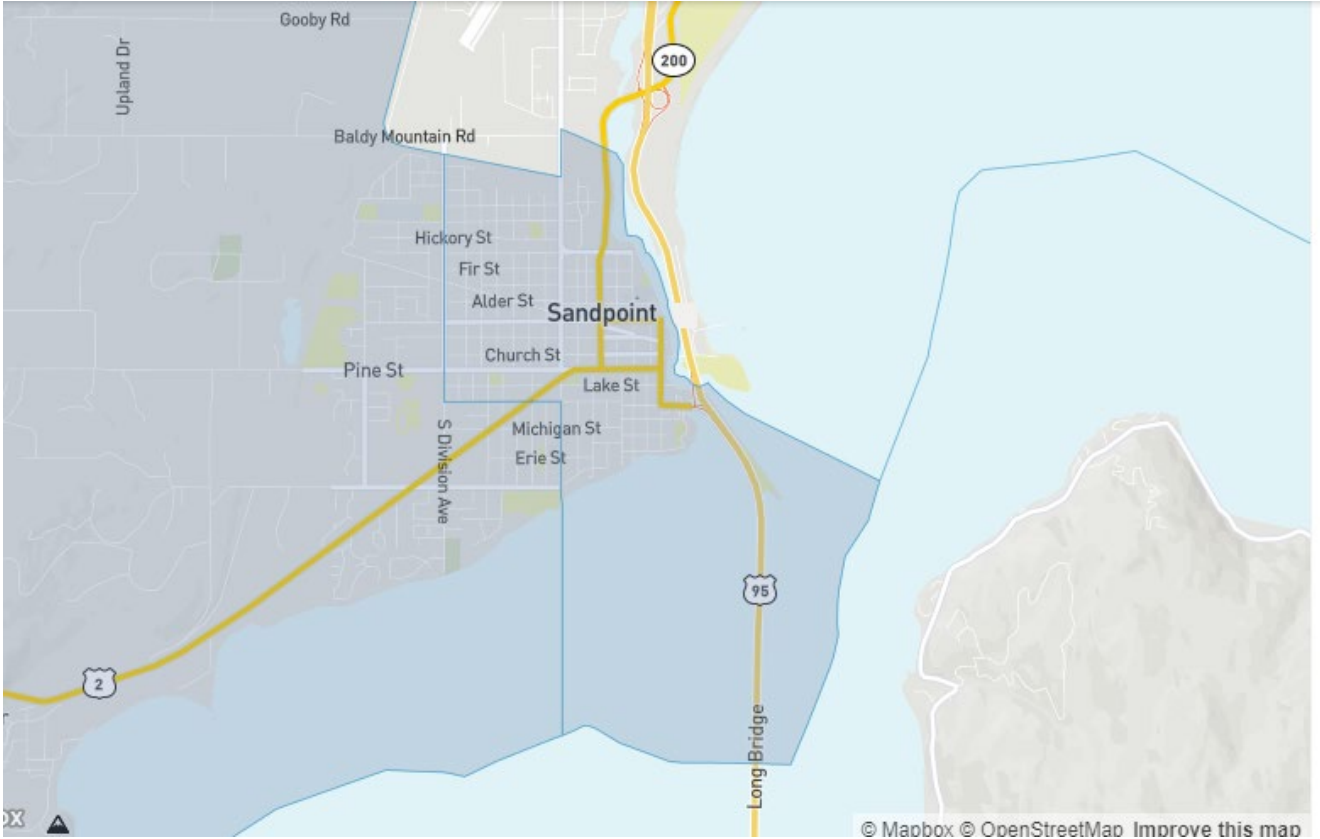
ebush@sandpointidaho.gov

17. Failure to comply with the proposal/application or to meet the requirements herein may result in grant cancellation or the retention of grant funds by IDL. Misrepresentation of fact in the proposal/application or an accomplishment report may result in the revocation of the grant. IDL may require grant moneys already dispensed be returned. The responsibility lies with the GRANTEE to administer the program honestly and effectively, as the GRANTEE will be liable for any misappropriation or misuse of funds. If the project no longer effectuates the program goals or agency priorities, the MOU may be terminated in whole or in part. Note if there is a conflict between the proposal/application previously submitted to IDL and this MOU, this MOU takes precedence.
18. The GRANTEE shall comply with all Federal and State statutes relating to nondiscrimination and all applicable requirements of all other State and Federal Laws, Executive Orders, regulations, and policies. The GRANTEE assures that state and federal laws and certifications/policies are in place and adhered to including the following:
- a. Civil Rights—policies and practices of non-discrimination
 - b. Promoting Free Speech and Religions Freedom

- c. Debarment and Suspension—no vendor or contractor debarred or suspended from being able to work under a federal grant will receive any money under this grant project. (The System for Award Management (www.SAM.gov) maintains the list of individuals and businesses that are not to receive federal funding.)
 - d. Drug-Free/Smoke-Free Workplace
 - e. Lobbying—no grant funds will be used for lobbying to influence legislation
 - f. Avoidance of Conflict of Interest
 - g. Prohibition Against Using Funds with Entities Requiring Internal Confidentiality Agreements
 - h. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (see 2 CFR 200.216 and Public Law 115-232, Section 889 for additional information)
 - i. Whistleblower Protection (see 41 U.S.C. §4712 for additional information)
19. **Freedom of Information Act (FOIA):** Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to “Freedom of Information” regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
20. **Non-Liability:** The United States and IDL shall not be liable to GRANTEE for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the GRANTEE or any third party.

CONTINUED ON NEXT PAGE

Project Budget Estimate Information				
PROJECT COSTS				
<i>(Add rows within sections as needed, see instructions at page bottom.)</i>				
PROJECT EXPENSE DESCRIPTION	# UNITS & RATE	GRANT FUNDS REQUESTED	MATCH (Minimum 10% Cash or In-kind Required)	TOTAL
PERSONNEL EXPENSES (List position titles, i.e. City Forester, Project Manager etc. and include benefits in wage rate)				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Personnel Expenses		\$0.00	\$0.00	\$0.00
OPERATING EXPENDITURES (Specify operating expenses, i.e. pick-up rental, travel, trees, mulch, office supplies etc.)				
Trees		\$8,000.00		\$8,000.00
Project Signage Funding		\$2,000.00		\$2,000.00
Plant Geo Tree Inventory		\$41,250.00		\$41,250.00
Plant Geo Tree Plotter Inventory Software		\$4,500.00		\$4,500.00
Plant Geo Basic Level 2 Risk Assessment		\$3,750.00		\$3,750.00
				\$0.00
				\$0.00
Total Operating Expenses		\$59,500.00	\$0.00	\$59,500.00
CONTRACTED PROFESSIONAL SERVICES (Specify service contracted, i.e. thinning, graphic design, consultant, tree planting etc.)				
Tree Maintenance		\$15,250.00		\$15,250.00
Tree Removal		\$15,250.00		\$15,250.00
Urban Tree Code Updates - Professional Service		\$10,000.00		\$10,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Contracted Expenses		\$40,500.00	\$0.00	\$40,500.00
Total Indirect (calculated based on % of direct expenses)- % rate =	% rate=			\$0.00
TOTAL PROJECT COSTS		\$100,000.00	\$0.00	\$100,000.00
Verification of Grand Totals		\$100,000.00	\$0.00	\$100,000.00
Difference between Grant Totals		\$0.00	\$0.00	\$0.00
NOTE: Difference totals must equal \$0.00 for budget to be correct & accepted.				





This information will be used to develop urban forest management plans, help guide maintenance efforts, inform city leaders and the public about the benefits that trees provide communities, and will assist with preparing for the arrival of invasive pests and diseases, as well as planning for the continued development of urban forests that are diverse and resilient to climatic changes and other threats such as fire, insects, diseases, and other human threats such as development etc. and that provide the highest ecosystem benefits.

Some of the information that will be collected about trees in the urban forest will require specialized training, or familiarity with arboriculture concepts such as species identification, tree structure, maintenance needs, plant health care and diagnoses of insects and diseases. Therefore, the Inventory Specialist will need to meet the following minimum requirements to be qualified for this work.

Inventory Specialist must be: An International Society of Arboriculture Certified Arborist for a minimum of two (2) years and or have a minimum of five (5) years’ experience working in an Arboriculture or Horticulture related field including a history of Tree & Plant ID as well as understanding Tree Structure and Biology. A current status as a Horticulture/Arboriculture student at an accredited College or University program will also be accepted.

Information the Inventory Specialist will collect for each tree includes:

(details in red are critically mandatory)

Location Information Tab

Physical Address (auto populated when point is assigned to tree, stump, or planting location)

Land Use Type

Type of Growing Space

Park Name

Planting Site Width

Tree Source (if known)

Latitude and Longitude (auto populated when point is assigned to tree, stump, or planting location)

Tree Information Tab

Latin Name & or Common Name (including Genus, specific epithet, cultivar - if known)

Status (ONLY - Alive, dead, stump)

DBH (Diameter at Breast Height) Measured at 4’ 6” above ground with an approved DBH Tape.

Estimated Tree Height (using a hypsometer, or best educated guess based on surroundings)

Number of Stems

Condition (Dead/Dying, Excellent, Fair, Good, Poor)

Percent Dieback (rarely do trees have 0% or “none”, default shall be <25% unless more is evident)

Crown Class (Co-Dominant, Dominant, Intermediate, Open Grown, Overtopped)

Clearance Conflicts

General Observations

Stock Type (If known)

Additional Relevant Comments if necessary

Crown Light Exposure

Management Needs Tab

Secondary Maintenance (recommended)

Presence of Wires

Contracted Tree Services shall be responsible for pedestrian and vehicular safety and control within and about the work site, and obtain all permits and bonds required by such regulating agencies, and shall provide all necessary warning devices, barricades, signage, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area in accordance with the Manual on Federal Uniform Traffic Control Device Standards (M.U.T.C.D.) and as approved by Municipality and Idaho Dept. of Transportation.

All equipment to be used and work to be performed must be in full compliance with all standards set forth by Occupational Safety and Health Administration (OSHA), American National Standards Institute (ANSI), and National Institute for Occupational Safety and Health (NIOSH).

All tree work shall be performed according to ANSI A300-2023 Tree Care Standards.

ANSI Z133 Safety Standards shall be adhered to at all times.

Hazardous Material Spills- The permitted Tree Service shall be responsible for appropriate and immediate response to Hazardous Material Spills, including containment, cleanup, and notifying all appropriate agencies.

All equipment, tools, wood, trimmings, brush, wood chips or any other form of debris shall be removed by the tree service as well as having the area swept clean of all materials related to the work operation at the end of each working day, unless otherwise specified by work order.

All equipment and tools used in tree care operations shall be maintained according to manufacturer’s recommendations.

Climbing spurs (aka spikes, hooks, or gaffs) shall not be used unless tree is being removed, or otherwise in accordance with terms identified in ANSI A300 B-2.2 or 4.5.3 and/or pre-approved by project manager.

The Contractor (Staff) is expected to consistently display a thorough knowledge of strong and weak branching structure, as well as the proper pruning techniques that are used in order to improve branching structure.

The extent of pruning will vary depending on species, and the current size and age of the tree.

No more than 10% of live healthy canopy should be removed at one time. Unless otherwise specified by the Project Manager.

All tree work shall consist of a combination of the following types of pruning as specified in the Scope of Work (SOW) Crown Maintenance, Crown Raising, and Crown Restoration.

All pruning shall be performed in accordance with the American National Standards Institute (ANSI) A300-2023 Standard Practices (a copy of which may be supplied upon request).

All pruning shall be conducted in accordance with the “Natural Pruning System” which aims to preserve the characteristic growth pattern and adaptations of each plant (see ANSI A300 Clause 5 C5-Annex B) and will consist of any combination of one (1) or more of the following practices, specified in the Scope of Work.

- **Crown Maintenance**- Shall consist of the selective removal of branches one inch and larger at the point of attachment which are dead, dying, damaged, decayed, diseased, weak, crossing, poorly

structured, interfering with structures and/or streetlights, stubbed, or otherwise considered hazardous or undesirable for the tree. Unless otherwise specified by the project manager.

No “Lion Tailing” ANSI A300 5.5.20 or unnecessary thinning shall be done.

“Thinning” (the selective pruning to reduce density of branches and foliage) is necessary only for structural or tree health considerations.

Known areas of excessive decay or poor structure that have a high risk of failure shall be pruned out or reduced back to appropriate living tissue unless otherwise approved by project manager to allow for preservation/promotion of wildlife habitat.

Incomplete Crown Maintenance, i.e., not pruning out previously described branches, will be considered incorrect pruning and not in accordance with these specifications, and may result in a call back.

- **Juvenile Tree Pruning-** The primary objective of Juvenile Tree Pruning is to develop a strong branching structure throughout the canopy that is appropriate for the urban environment and to improve the potential for long-term good tree health. Pruning specifications are the same as “Crown Maintenance” and “Crown Raising” described herein. Often “structural Pruning” is of particular importance with this size tree.
- **Preservation Tree Pruning-** Mature trees seldom require much pruning as long as they have been managed appropriately throughout their life. The primary objective of this type of pruning is similar to “Crown Maintenance” but aims to preserve the vitality of the tree by not removing too much live tissue (no more than 10%) and also focuses on reducing risks associated with existing structural defects, dead wood, and overextended limbs.
- **Structural Pruning-** Intended to develop or improve plant architecture, and/or structure. Shall consist of removing or reducing branches to develop a strong branching structure throughout the canopy to maximize benefits and value, reduce the potential for future failure and reduce long term maintenance costs.
 Subordinate or remove “Co-Dominant Leaders”, branches with “Included Bark”, crossing and rubbing branches, and upright competitive branches that have the potential to compromise tree structure or health.
 Low branches that are considered “Temporary Branches” shall be pruned off to the extent that allows for a desired “Permanent Branching” structure to be established at a point that is appropriate for the site the tree is growing in. It is recognized that some trees will not yet have reached a size that allows for the removal of all temporary branches.
- **Crown Raising -** Shall consist of the removal of lower branches of a tree over the street and sidewalk (including in parking lots) in order to provide clearance for vehicular or pedestrian traffic. Generally, clearance for larger trees will be 14 feet or more over the street and 8 feet over sidewalks while also providing an acceptable visual balance of the entire lower canopy. Trees in parks, will require clearance for lawnmowers and other equipment up to 8 feet. Smaller trees which cannot be pruned up to 14 feet over the street are to be pruned to establish as much clearance as possible while maintaining the natural character, structure and visual balance of the canopy.

- **Restoration Pruning-** if a tree has previously been topped, headed or otherwise damaged by substandard pruning, a storm or vandalism etc. Restoration Pruning may be necessary. This type of pruning shall be conducted with the objective to redevelop or improve the structure, form and appearance following any such damage and should aim to retain as much as possible, the natural, strong structure of the tree.
- **NO TOPPING-** (as defined by ANSI A300 5.5.21) or similar cutting shall be done at any time. No Heading cuts shall be made, no exceptions. Instead, Reduction cuts should be used to reduce the weight of heavy or weak branches. Unless otherwise specified by the terms identified in this Scope of Work (SOW). i.e., it may be appropriate to leave damaged parts or intentionally apply specialized cuts to establish or preserve wildlife habitat.

Other types of pruning and pruning systems- shall be administered in accordance with ANSI A300 Standards including “**Restoration Pruning**” (C5-Annex A A-4.1) or “**Retrenchment (regenerative) Pruning**” (C5-Annex A.A6.1) and **other Specialty Pruning Systems** (ANSI A300 5.3.3) and at the sole discretion of the Project Manager.

Contracted Tree Services shall be responsible for pedestrian and vehicular safety and control within and about the work site, and obtain all permits and bonds required by such regulating agencies, and shall provide all necessary warning devices, barricades, signage, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area in accordance with the Manual on Federal Uniform Traffic Control Device Standards (M.U.T.C.D.) and as approved by Municipality and Idaho Dept. of Transportation.

All equipment to be used and work to be performed must be in full compliance with all standards set forth by Occupational Safety and Health Administration (OSHA), American National Standards Institute (ANSI), and National Institute for Occupational Safety and Health (NIOSH).

All tree work shall be performed according to ANSI A300-2023 Tree Care Standards.

All ANSI Z133 Safety Standards shall be adhered to at all times.

Hazardous Material Spills- The permitted Tree Service shall be responsible for appropriate and immediate response to Hazardous Material Spills, including containment, cleanup, and notifying all appropriate agencies.

All equipment, tools, wood, trimmings, brush, wood chips or any other form of debris shall be removed by the tree service as well as having the area swept clean of all materials related to the work operation at the end of each working day, unless otherwise specified by work order.

Tree stumps are to be ground out completely with appropriate equipment, to a minimum depth of Twenty-Five (25) Inches below grade (or community standard) and to sufficiently accommodate the planting of a large "Balled and Burlapped" (B&B) tree in the same location as the tree stump. Roots must be completely separated from the stump and adjacent roots to a size of no more than 3 inches in diameter. All surface roots greater than 2 inches in diameter must be removed.

The hole resulting from the stump removal shall be backfilled with the grinding material or soil to a level of two (2) to three (3) inches above the grade to allow for settling. All excess material must be removed from the site and the entire area should be completely cleaned of debris and dirt.

Any damage caused by stump removal operations must be repaired by the contractor at contractor's expense and to the satisfaction of the governing authority as soon as possible. In the event that damage is not found until a later date, the contractor may still be held liable for repairs.

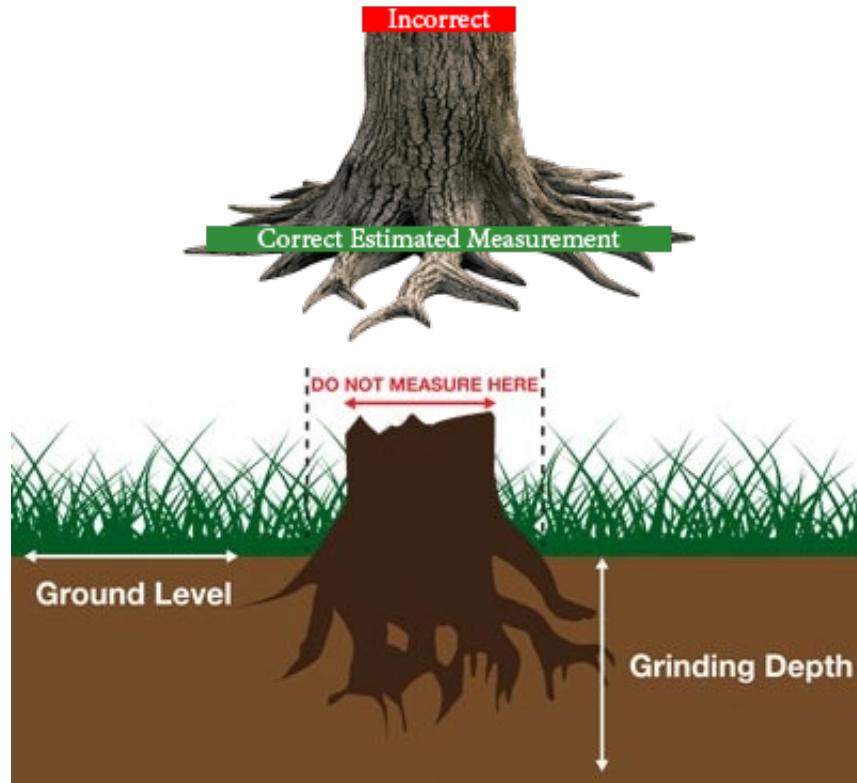
The contractor will be required to return to the site to correct any conditions that do not meet the above specifications.

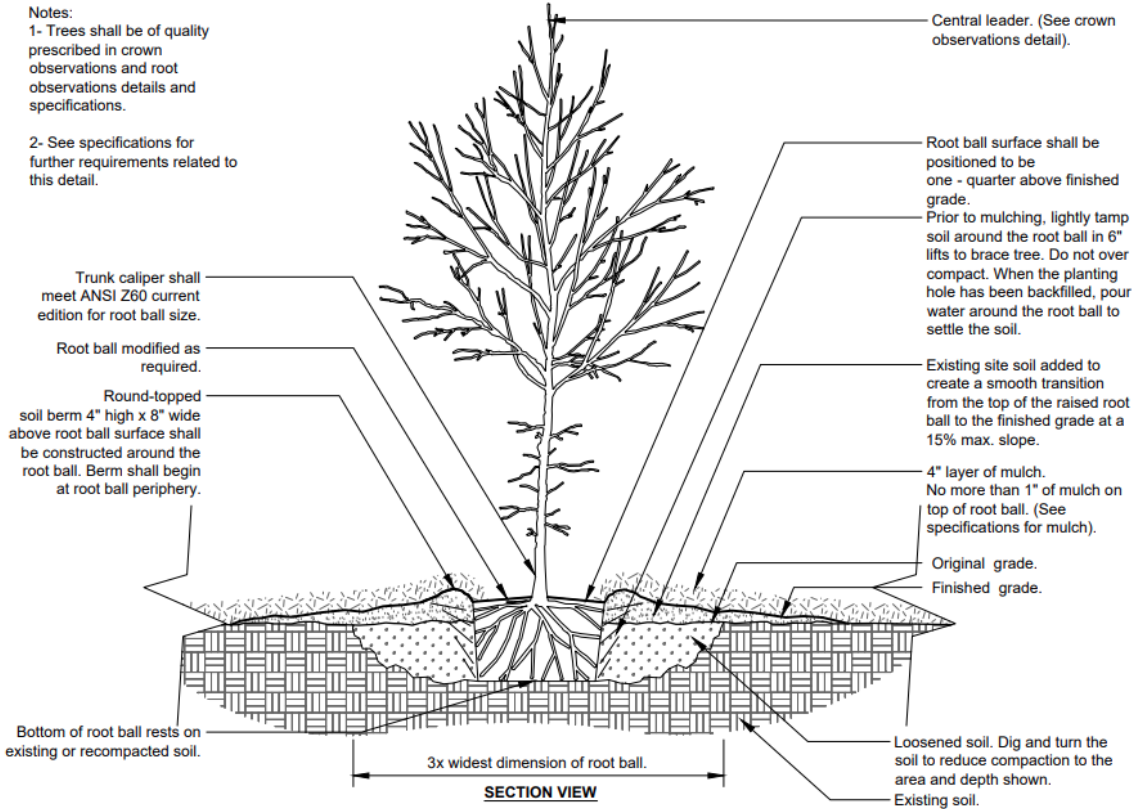
The Contractor is responsible for all necessary permits, DigLines, (Utility Locates) and traffic control at contractor's expense unless otherwise noted on work order.

The Contractor is responsible for all necessary safeguards to protect people and property from damage.

Entry into Park Properties must be scheduled with Parks Dept. personnel as indicated on Stump Removal Work Order.

The contracted Tree Service agrees that all work shall be performed by, or under the direct supervision of skilled and qualified ISA Certified Arborists who are familiar with these specifications, and it shall be the sole responsibility of the tree service to see that these specifications are adhered to.





P-X

TREE IN POORLY DRAINED SOIL

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OPEN SOURCE FREE TO USE

All standards in the Idaho Forest Practices Act administrative rules must be met while conducting any forest practice. Forest practices may include commercial harvesting, commercial thinning, or non-commercial thinning, any of which may produce significant slash. It is important to ensure all ground-based equipment stays out of Stream Protection Zones (SPZ). All piling, burning, and decking are limited to stable locations outside of the SPZ. Tree-retention standards must be met to provide adequate shade of streams. Large woody debris can contribute to fish habitat and stream bank stabilization. Sediment-filtering protections should be used where needed near stream channels and adjacent riparian areas.

FOREST MANAGEMENT CONSIDERATIONS & FOREST HEALTH GUIDANCE

PRESCRIPTION

A specific prescription based on site and stand conditions and describes the desired prescription outcome should be written by a forester and pre-approved by IDL prior to implementation.

THINNING

Determine preferred leave tree species and desired stand densities. Space trees according to professional forestry practices for the local area. For recommendations, contact the local IDL office.

Desirable Leave Tree Characteristics

Select leave trees with the following desirable characteristics:

- Straight stem
- Well-formed crown
- Crown class of dominant or co-dominant
- Crown ratio is 40% or larger
- Green needles, no discoloration of foliage
- Free or limited presence of insect or disease damage or symptoms. If present, damage or symptom does not affect growth or survival.
- Vigorous annual terminal growth for past 3 years
- Species preference to be determined by forester based on site and stand conditions

PRUNING

White Pine

- The most common path of infection of white pine from blister rust is through the lower limbs on young trees. Pruning the lower limbs from the bole of young trees can minimize the susceptibility of western white pine to infection from blister rust.
- Prune all selected white pine 8 feet and greater in height that are free of blister rust infection or that have no bole canker or branch cankers less than 6 inches from the bole. Prune all branches up to 50% of the height of the tree to a maximum height of 8' and remove needles from the bole. Cut branches to within ½ inch of the limb collar with hand pruning shears, loppers or handsaws. Do not damage the bole of the tree or the retained limbs in the pruning operation.
- Additional information can be obtained from IDL.

Mixed Species

- It is not necessary to prune other species to improve forest health. Pruning other species may be warranted to meet County Wildfire Protection Plan treatments.

SLASH MANAGEMENT

Fuel hazards created by thinning or pruning expose the treated stand and adjacent areas to higher risk levels and must be addressed when setting thinning and pruning treatments. The Idaho Forest Practices Act, Idaho Forestry Act and the Fire Hazard Reduction Law and their associated administrative rules and guidelines provide the basis for the management of slash.

Forest Health Protection

To prevent *Ips* beetle attacks, thinning of pine should not occur during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid *Ips* bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.

MAINTENANCE OF SHADED FUELBREAKS

Shaded fuel breaks must be maintained periodically. Frequency of retreatment depends on the forest's productivity (which affects how fast fuels re-accumulate) and how open of a condition is desired. Maintenance of shaded fuelbreak may include cutting, piling, burning, grazing, or herbicide treatments to reduce or prevent fuel accumulation. Develop a retreatment plan with some maintenance occurring each year. The necessary maintenance activities will be minimal if implemented on an annual basis. The original prescription treatment should be followed for maintenance.

PLANTING

Successfully establishing trees and shrubs depends upon many factors. To ensure tree and shrub survival, refer to the following technical specifications:

Forestlands (typically conifers)

<http://www.idl.idaho.gov/bureau/ForestAssist/foresterforum/formngmt7.pdf>

Riparian Forest Buffer, Stream bank and Shoreline Protection, Tree/Shrub Establishment, Upland Wildlife Habitat Management, Windbreak/Shelterbelt Establishment, and Hedgerows

http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmstn10797.pdf

Willow and Cottonwood Plantings

http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmctn7064.pdf

Riparian Restoration Planting

Idaho Fish and Game's Handbook for Riparian Restoration and Use of Volunteers in Riparian Habitat Restoration (copies included on MOU Award packet CD if applicable to project).

MONITORING OF TREATED AREAS**After the First Year**

Conduct a walk-through of the thinned area to determine the condition of the residual crop trees, and to document any insect/disease problems, animal damage, wind/snow damage, sun-scalding, and the condition of thinning slash.

Conduct a survival survey of planted areas. Install enough plots to determine that average number of live trees/acre meets the prescription specifications, planting objective, and FPA rules.

CONTINUED ON NEXT PAGE

After the Fifth Year

Conduct a formal survey with plots installed to determine species composition, and average heights and diameters along with radial increment growth rates since thinning occurred. Other items such as condition of thinning slash deterioration, and mortality of leave trees should be noted and documented in follow-up inspection reports (s).

Conduct a walk-through of planted areas to determine tree survival and document any insect/disease problems, animal damage, excessive weed competition, and wind/snow damage.

**RE: TRAFFICKING VICTIMS PROTECTION ACT OF 2000,
AS AMENDED (22 U.S.C. 7104)**

APPENDIX I

TRAFFICKING IN PERSONS

- a. **Provisions applicable to a Cooperator that is a private entity.**
1. You as the Cooperator, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
- b. **Provision applicable to a Cooperator other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
- c. **Provisions applicable to any recipient.**
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. **Definitions. For purposes of this award term:**
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

Item # 4.

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) 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 or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form 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.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) 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.



**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

AD-1049

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page three before completing certification.)

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
 4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.		Item # 4.
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:		
PLACE OF PERFORMANCE (<i>Street Address, City, County, State, Zip Code</i>)		
Check <input type="checkbox"/> if there are workplaces on file that are not identified here.		
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME	
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)		
SIGNATURE(S)		DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

Item # 4.

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
 - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
 - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.





PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

Standard Form 424B (Rev. 7-97) Back



CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 agency, 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.

(2) 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE		
APPLICANT'S SIGNATURE (BY)	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	DATE SIGNED (MM-DD-YYYY)



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

IDAHO DEPARTMENT OF LANDS

PROJECT NAME: City of Sandpoint Urban Canopy Maintenance Activities Project

IDL Grant #: 23IRA-City of Sandpoint

INFORMATION COLLECTION FORM—REQUIRED

The City of Sandpoint has received funding from the Idaho Department of Lands under the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. This funding requires special reporting and registration requirements. To assist in meeting the requirements, IDL requires that the City of Sandpoint provide the information below.

Complete and Return this Form with the Signed Task Order

Questions	Responses	Special Notes
Unique Entity Identifier		<ul style="list-style-type: none"> This identifier is assigned by the System for Award Management (SAM) to uniquely identify business entities and is required to receive federal funding.
Award Number	23IRA-City of Sandpoint	<ul style="list-style-type: none"> 23-DG-1101000-030
Congressional District of Recipient		
Amount Awarded to Recipient	\$100,000	
Award Date		<ul style="list-style-type: none"> IDL Will Complete based on MOU signature Date
Recipient Place of Performance		<ul style="list-style-type: none"> The physical location of primary place of performance (the full street address, city, state, zip, and congressional district are required)
Place of Performance Congressional District		

Assurance of Positive Time Recording

Recipients of federal grant funding (passed through IDL), must account for 100% of personnel time for each staff person working on this project who is being reimbursed for any of their time with these grant funds.

Please complete the following questions:

- Will any grantee personnel expenses (staff, interns, apprentices etc.) be reimbursed with funds from this grant?

Yes No

If yes, please respond to the questions below:

- All time of those being reimbursed with these grant funds is accounted for 100% after-the-fact (including time spent on non-federal grant funded activities) and its distribution by project is documented in a personnel activity report or equivalent documentation and submitted by individual personnel to the City of Sandpoint’s fiscal office at least monthly (coinciding with one or more regular pay periods). This documentation is on file and available in the event of an audit.

Yes No

- a. If the answer to the above question is no, please explain below how your agency/organization is complying with all OMB Circulars applicable to your organization in regards to personnel compensation supporting documentation requirements.

NOTE: While 100% of personnel time must be tracked and records maintained on file, only the time spent on this project that is being reimbursed needs to be reported to IDL.

Names and Compensation of the Five Most Highly Compensated Officers of the Recipient

Provide the information below for the calendar year in which the grant is awarded if—

- (i). The total Federal funding authorized to date under this award is \$30,000 or more;
- (ii). In the recipient’s preceding fiscal year, the recipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- (iii). The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(Please report this information, if there is any doubt of whether or not this section applies to the Grantee. If it does not apply, please indicate such by writing “N/A”)

Names and Total Compensation* of the Five Most Highly Compensated Officers of Recipient	1.	\$
	2.	\$
	3.	\$
	4.	\$
	5.	\$

* “Total Compensation” means the cash and noncash dollar value earned by the executive during the recipient’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2):

- (i). Salary and bonus
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (revised 2004) (FAS 123R), Shared Based Payments.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv). Change in pension values. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which are not tax-qualified.
- (vi). Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Certification Statement

By signing below, as an official signatory for the City of Sandpoint I certify that the information provided above regarding *Compensated Officers* and the *Personnel Time Recording* policy applicable to this grant is current and correct.

Signature of Official Signatory	Title	Date
Print Name		

No: 24-
Date: November 20, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: ACCEPTING USDA/IDAHO DEPARTMENT OF LANDS GRANT TO BE USED IN SUPPORT OF THE CITY'S URBAN CANOPY MAINTENANCE ACTIVITIES PROJECT

WHEREAS: On April 17, 2024, under Resolution 24-022, City Council authorized City staff to submit an application to the Urban and Community Forestry Grant Program, seeking up to \$100,000 in funding to be utilized for tree inventory updates, maintenance/removal, and installation of new trees;

WHEREAS: Following application submission, the City was awarded \$100,000, with no local match required; and

WHEREAS: As relayed in the prior resolution referenced above, this money will be used to update the City's tree inventory, conduct tree maintenance, and plant new trees in city parks and public rights-of-way.

NOW, THEREFORE, BE IT RESOLVED THAT: The City of Sandpoint hereby accepts the award of grant funds herein referenced, to be used as outlined above.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized, on behalf of the City, to sign the Memorandum of Understanding with the Idaho Department of Lands for Grant Number 23IRA-City of 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

Grant Number: 23IRA-City of Sandpoint

Project Code (IDL use only):

MEMORANDUM OF UNDERSTANDING

Between

**Idaho Department of Lands
And
City of Sandpoint**

This Memorandum of Understanding (MOU) between the Idaho Department of Lands and the City of Sandpoint, hereinafter respectively referred to as IDL and GRANTEE, is intended to support the City of Sandpoint Urban Canopy Maintenance Activities project. The purpose of this grant is to assist disadvantaged communities in increasing and maintaining a healthy urban canopy and access to nature. This effort is being undertaken in Bonner County to update the cities tree inventory, City Code, and to prune or remove hazardous trees.

IDL, in cooperation with USDA Forest Service, agrees to reimburse the GRANTEE for allowable expenditures not to exceed the grant award amount of **\$100,000**. Funds are provided by Idaho Department of Lands in cooperation with the United States Department of Agriculture Forest Service (USDA-FS) as part of the Inflation Reduction Act-Urban Forestry State Allocations grant program which falls under the authority of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended, through Federal Grant No. #23-DG-1101000-030. The Federal Assistance Listing (formally Catalog of Federal Domestic Assistance-CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program.

GRANTEE is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

NOTE: Copies of the Codes of Federal Regulations can be obtained on-line.

- 2 CFR Part 200—
<http://www.ecfr.gov/cgi-bin/text-idx?SID=9428273b8bb558c96bb4f2896b749be6&mc=true&node=pt2.1.200&rq=div5>
- 2 CFR Part 400—
<http://www.ecfr.gov/cgi-bin/text-idx?SID=96ea75fd74bd92e1ff1744fc05f15e4f&node=pt2.1.400&rq=div5>

The grant guidelines and conditions as set forth by the USDA-FS and IDL include the following:

PROJECT SPECIFIC TERMS

1. **Project Scope and Estimated Budget:** The GRANTEE will adhere to the provisions outlined in this MOU, budget found in Appendix A, and any future revisions per agreement with IDL.

No changes to the project will be allowed unless the GRANTEE submits a written request for approval to this office before changes are made and at least 10 days prior to the grant end date, and this request is approved in writing by an authorized representative of IDL identified in this agreement.

NOTE: IDL is not obligated to fund changes not approved in this manner.

Specific Project Scope Items to Be Completed Include:

See *Reimbursement Terms* section of MOU starting on page 3 for additional details regarding required documentation of activities and expenditures.

- a. **Overall project management**—Develop contracts and or request for proposals; administer contracts; coordinate treatments and implement practices (as specified below); and oversee/inspect and monitor all project components.
 - b. **Project Location**- Project area is within the Climate & Economic Justice Screening Tool (CEJST) identified disadvantaged area in Appendix B and is defined within the project location in Appendix C.
 - c. **PlanIT Geo TreePlotter Inventory**— and update.
 - i. TP Upgrade Risk Assessment
 - ii. Inventory data collected will match the criteria outlined in Appendix D
 - d. **Tree Maintenance**- deferred tree maintenance will be administered to trees identified as “Priority” during data collection
 - iii. Pruning - will be administered according to Appendix E and will target risk mitigation and tree retention in trees identified during the Tree Inventory.
 - iv. Removal - tree removal (including stumps) will be conducted only on specimens identified during data collection as “High Risk” or otherwise approved by the Project Manager in accordance with Appendix F. All removals will be replaced at a 1 -1 ratio unless otherwise specified and approved by the Project Manager.
 - e. **Tree Planting**- Will be conducted according to Appendix G. All trees will be planted in priority planting spaces identified by the tree inventory.
 - f. **Ordinance/Code Update**- City of Sandpoint will update their ordinance to add language that provides guidance for the proper care, establishment, conservation, and protection of community trees and forests. Aligning with Arbor Day Foundation and Tree City USA criteria.
 - g. **Signage**- Construct and display signage in project areas to provide information regarding the source of project funding.
 - i. Signage will be provided to IDL in advance for approval prior to finalization and implementation.
2. **Grant Award Expiration:** This grant award and project period begins on the date of signature of this MOU by both parties and ends on **November 30, 2027**. All reimbursable expenditures and activities must occur within the project period. Time extension requests must be received by IDL in writing 10 business days prior to the project end date and be approved by IDL’s authorized representative in writing by November 30, 2027 to be binding. Federal and state laws and regulations pertaining to grants, records, and auditing may remain enforceable longer. Local laws and regulations, which may be more restrictive, apply.
 3. **Grant Fund Use Restrictions:** Construction and research and development activities are **ineligible** for funding. Capital expenditures or purchases of single items of equipment or supplies with a lifespan of one year or more and having a fair market value of over \$5,000 per unit are **not eligible** for funding. Using grant funds to seek and apply for additional grant funding is **unallowable**. Funds can only be used for the implementation of scope items as described on page 2.

4. **Sale of Commercial Products:** All revenue generated from sold products that are a direct result of grant activities will be used to match or off-set project costs. No grant monies may be used to create profit from commercial goods for GRANTEE, landowner or contractors. Those activities must also comply with all forest practice laws, rules and regulations (cited in clause 5 below).
5. **State Laws, Rules, Policies and Guidelines:** The following must be adhered to and complied with by anyone doing work associated with this MOU.
 - a. **Forest Health Slash Guidance**—fresh pine slash should not be created during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid *Ips* bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.
 - b. **Forest Management and Health Guidance**- as detailed in Appendix H.
 - c. **Tree/Seedling Purchase Standards**— American National Standards for Nursery Stock ANSI Z60.1 (most current version)
 - d. **Idaho Code Title 54, Chapter 19 Public Works Contractors**—Contractors must have a Public Works License appropriate for the value of the contract for any work on public lands.
 - e. **Build America, Buy America** (OMB Memo M-22-11)—Funds cannot be used for infrastructure unless certain requirements and preferences are met (see OMB Memo M-22-11 for details).
 - f. **Davis Bacon Wages for Construction**—Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wag rates must be applied for all laborers and mechanics employed by contractors or subcontractors in performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under that Act. (See Subchapter IV of Chapter 31 of Title 40, Unites States Code (commonly referred to as the “Davis-Bacon Act” for details.)
6. **Performance Reports:** the GRANTEE shall submit quarterly performance reports unless a Progress Report/narrative was submitted with a reimbursement request during that period. If required, quarterly reports should be received by IDL by February 28, May 31, August 31 and November 30 each year the grant is in effect. Performance reports shall include a narrative describing the work completed to date of the project with specific quantitative detail (i.e., tree’s pruned, tree’s planted, and progress of tree inventory), as well as explain any barriers to timely project completion or cost overruns/high unit costs as applicable. GRANTEE will provide additional reporting information to IDL, as needed, for reports required by the federal funding source.
 - a. GRANTEE shall submit a report at the completion of the pre-work meeting.
 - b. GRANTEE shall submit a report at the completion of each project deliverable.
 - c. GRANTEE shall submit a final report at the completion of the project.

REIMBURSEMENT TERMS

1. IDL shall make payments to GRANTEE on a reimbursement basis only. There can be no advances. IDL will reimburse allowable costs for those project activities, approved within this MOU, or modifications approved by both parties in writing, not to exceed the award amount.
2. Up to 15% of grant funds may be held back until the entire project is satisfactorily completed and approved by IDL.
3. **Indirect Cost Rate:** The GRANTEE has voluntarily elected to not charge this grant for indirect costs as defined in 2 CFR Part 200 and associated Appendices.

4. Requests for reimbursement payments can be submitted no more often than monthly, but at least annually. Each request will include a narrative summary of progress based on work completed in that billing period, an official reimbursement request form and supporting documentation of expenditures to be reimbursed. GRANTEE will submit reimbursement request via:

Email: Reimbursements.FAB@idl.idaho.gov

- a. Project costs must be documented on the **Reimbursement Request Form** provided by IDL. Documentation supporting all project costs submitted for reimbursement must accompany request. Copies of detailed, itemized and paid invoice/receipt (and payment proof such as copies of checks) are required for all reimbursable expenses. Invoices at minimum should specify the date and type of activity; quantity and rate thereof; and location (if a treatment).
 - b. Any GRANTEE claiming reimbursement for employees' time for work on this project must follow strict federal time recording requirements as specified in all OMB Circulars applicable to GRANTEE's organization. Personnel being paid with federal grant funds (even when passed through a state agency) must document 100% of their actual individual paid time and effort and attribute it to specific projects. These personnel activity reports or equivalent, which include both grant funded activities and non-grant activities should be maintained by GRANTEE and made available if audited.
 - i. For reimbursement, GRANTEE must submit enclosed **Grant Recipient Labor Worksheet** or equivalent that records the actual amount of time for each day that each person spent on this specific grant project *for which reimbursement is sought*. The documentation needs to be signed by the staff person or supervisor aware of the work activities.
 - c. An IDL **Progress Report** describing the work completed during the report period must be included with each reimbursement request. Detail what was accomplished over what period of time and by whom.
 - d. All grant funded project activities and accomplishments (i.e., assessments, planting, treatments, and education efforts) associated with the current reimbursement request must be reported at the time of its submission to IDL by populating the **IDL GIS Federal Grant Database**. (Access to the on-line portal will be arranged by IDL.) Only fully completed activities that have been reimbursed or are being sought for reimbursement in the current request are to be populated in the **IDL GIS Federal Grant Database**. The responsibility for the completeness and accuracy of all data entered lies with the GRANTEE.
 - e. Include with each reimbursement request:
 - i. Copies of deliverables, such as Tree Inventory, Tree Maintenance, Tree Selection Guide etc. must be included with final reimbursement request or when GRANTEE requests reimbursement for expenses associated with deliverable (whichever occurs first).
 - ii. Before & after pictures of work completed for reimbursement period.
5. Income generated directly from grant-funded activity, such as the sale of waste wood or workshop registration fees will be deducted from the amount reimbursed by IDL under this grant. If you are unclear whether your activity falls into this category, contact, IDL Grants/Contracts Officer, Megan Johnson. Income may be invested in additional treatment work with approval of authorized IDL representative. (See Project Specific Term clause 4 on page 2.)

6. **Final grant reimbursement request must be received no later than December 31, 2027.** Funds not claimed by the GRANTEE by this date will be forfeited, unless IDL 's authorized representative extends the reimbursement period in writing.
- a. The project will not be considered complete nor approved for final payment until:
 - i. All work agreed to in this MOU (or subsequently agreed to by both parties in writing) is satisfactorily completed and approved by IDL's authorized representative
 - ii. An IDL **Final Progress Report** summarizing overall project accomplishments is received and approved by IDL's authorized representative. The report should include quantification of accomplishments in relationship to this MOU's project scope and objectives. If any aspects were not accomplished, then reason for such should be provided. Also, any challenges encountered and how addressed, if applicable should be included. This report may be used by IDL to promote grant program accomplishments to funding source or the public.
 - iii. The **IDL GIS Federal Grant Database** is populated with all grant funded project accomplishments as specified in Project Specific Terms section of this MOU.
 - iv. Final before & after pictures of project.
 - v. Copies of all deliverables are received by IDL.
 - vi. Slash or other debris created by treatments has been burned, chipped, or removed from the property where the work was performed so as to comply with Idaho Statute Title 38.
7. IDL may request additional information, review, inspect and audit the completed work before reimbursement request(s) are paid.

GENERAL TERMS

1. **Subawarding or Subgranting:** GRANTEE will not provide (sub) grants with funds received through this MOU. This prohibition includes direct payments to individual landowners.
2. **Contract and Purchasing:** All purchases of goods and services under this grant must be competitively procured in compliance with applicable federal and state laws and regulations and conveyed through a signed written agreement between the parties. Specifically, compliance with federal procurement standards 2 CFR §§200.318 through 200.327, **IDAPA 38 Title 05 Chapter 01—Rules of Division of Purchasing** (by state agencies) and **Idaho Code Title 67, Chapter 28—Purchasing by Political Subdivisions** (by city/county governments) is required. Provisions of federal or local laws and regulations, as well as GRANTEE policies, which may be more restrictive, also apply.
3. **Suspension and Debarment:** GRANTEE agrees that no vendor or contractor debarred or suspended from being able to work under a federal grant, according to the terms of 2 CFR Part 180, will receive funds under this MOU.
4. Costs associated with the project and approved in advance by IDL for travel, lodging and meals cannot exceed Idaho State and/or Federal rates for these expenditures. If costs will be higher, GRANTEE will request prior approval with justification before incurring these expenses. IDL will determine if requested costs are reasonable and appropriate.
5. All printed, electronic, or audiovisual materials (including on-line postings and press releases) developed or produced for public distribution or publication under this Agreement **must:**

- a. Be pre-approved by IDL's authorized representative prior to posting, duplication, publication and dissemination
- b. Include the following nondiscrimination statement in full for any materials funded with grant dollars:

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-992, or by writing a letter addressed to USA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider"***.

- c. Acknowledge the funding source with a written or verbal statement, which provides credit such as: **"This project is funded in part by the Idaho Department of Lands in cooperation with the USDA Forest Service."**
6. **Use of U.S. Forest Service Insignia:** Permission, in writing, must be granted from the U.S. Forest Service's Office of Communications to use the insignia on any published media, such as a webpage, printed publication, or audiovisual production. GRANTEE will consult with IDL regarding appropriate contact and process for obtaining permission.
 7. **Right to Copyright:** GRANTEE may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. IDL and the USDA Forest Service reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for its or the Federal government's purposes, and to authorize others to do so. IDL's and the USDA Forest Service rights cited above also apply to other intangible property and to data produced under this award.

8. **Legal Authority:** The GRANTEE shall have the legal authority to receive a grant and enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes having sufficient funds to pay the nonfederal share of project costs, when applicable.
9. **Authoritative Identifier:** A current and active Unique Entity ID number must be provided to IDL for GRANTEE to receive funding through this MOU. GRANTEE should maintain a registration with the System for Award Management (SAM) during the life of this agreement.
10. **Notifications:**
- a. The GRANTEE shall immediately notify IDL in writing of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
 - b. The GRANTEE shall immediately inform IDL if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the GRANTEE or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, they shall notify IDL without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
 - c. GRANTEE agrees to immediately notify IDL if an employee associated with this grant project is convicted of a drug violation in the workplace. Notification must be in writing, identify the employee's position title, and the grant number of each MOU which the employee worked. The notification must be sent to IDL Program Manager within 10 calendar days after the GRANTEE learns of the conviction.
 - d. GRANTEE shall notify IDL of any changes to key positions and personnel (i.e., authorized GRANTEE representative and/or primary decision makers on project
11. **Eligible Workers:** The GRANTEE shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324(a)). The GRANTEE shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
12. **Trafficking in Persons:** GRANTEE agrees that this award is subject to Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)). Violations and or failure to report violations can cause this award to be unilaterally terminated without penalty. For more details, see Appendix I.
13. **Transparency Act:** GRANTEE may need to provide information on this subaward and the compensation of its executives and understands that such information may be reported by IDL as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252.
14. **Members of U.S. Congress:** Pursuant to 41 U.S.C. 22 no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.
15. **Financial and Field Audits:** GRANTEE agrees to permit audits and post-audits by representatives of the State of Idaho, the USDA Forest Service, Inspectors General, and Comptroller General or their representatives, of the project sites and all records pertaining to the project covered by this MOU and

access to personnel for discussion related to such documents. Records must be kept for a minimum of three (3) years after completion date of the project or until any litigation, claim, negotiation, audit or other action started before the expiration date is resolved (whichever is later.) GRANTEE's internal retention policies, which may be longer, also apply. Allowed access is not limited to the required retention period but lasts as long as the records are retained.

Financial Contact:

Idaho Department of Lands

Jamie Baker
Fiscal Department
3284 W. Industrial Loop
Coeur d' Alene, ID 83815
208-769-1525 / 208-769-1524 (f)
jbaker@idl.idaho.gov

16. The persons authorized to make decisions and approvals regarding this project (or their supervisor) are:

Idaho Department of Lands

Matthew Perkins
Urban & Community Forestry Program Manager
300 N 6th St. Ste 103
Boise, ID 83702
208-616-1779
mperkins@idl.idaho.gov

City of Sandpoint

Erik Bush
City Forester and Landscape Architect
1123 Lake Street
Sandpoint, ID 83864
208-964-2062
ebush@sandpointidaho.gov

Megan Johnson
Grants/Contracts Officer
(for Reimbursement & Reporting questions)
3284 W. Industrial Loop
Coeur d' Alene, ID 83815
208-666-8622 / 208-769-1524 (f)
mjohnson@idl.idaho.gov

17. Failure to comply with the proposal/application or to meet the requirements herein may result in grant cancellation or the retention of grant funds by IDL. Misrepresentation of fact in the proposal/application or an accomplishment report may result in the revocation of the grant. IDL may require grant moneys already dispensed be returned. The responsibility lies with the GRANTEE to administer the program honestly and effectively, as the GRANTEE will be liable for any misappropriation or misuse of funds. If the project no longer effectuates the program goals or agency priorities, the MOU may be terminated in whole or in part. Note if there is a conflict between the proposal/application previously submitted to IDL and this MOU, this MOU takes precedence.
18. The GRANTEE shall comply with all Federal and State statutes relating to nondiscrimination and all applicable requirements of all other State and Federal Laws, Executive Orders, regulations, and policies. The GRANTEE assures that state and federal laws and certifications/policies are in place and adhered to including the following:
- a. Civil Rights—policies and practices of non-discrimination
 - b. Promoting Free Speech and Religions Freedom

- c. Debarment and Suspension—no vendor or contractor debarred or suspended from being able to work under a federal grant will receive any money under this grant project. (The System for Award Management (www.SAM.gov) maintains the list of individuals and businesses that are not to receive federal funding.)
 - d. Drug-Free/Smoke-Free Workplace
 - e. Lobbying—no grant funds will be used for lobbying to influence legislation
 - f. Avoidance of Conflict of Interest
 - g. Prohibition Against Using Funds with Entities Requiring Internal Confidentiality Agreements
 - h. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (see 2 CFR 200.216 and Public Law 115-232, Section 889 for additional information)
 - i. Whistleblower Protection (see 41 U.S.C. §4712 for additional information)
19. **Freedom of Information Act (FOIA):** Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
20. **Non-Liability:** The United States and IDL shall not be liable to GRANTEE for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the GRANTEE or any third party.

CONTINUED ON NEXT PAGE

21. The sections of this MOU are presumed severable. If any section, or part thereof, or the application of any section to any person or circumstance is declared invalid, that invalidity does not affect the validity of any remaining sections.

AGREED:

AGREED:

GRANTEE

Idaho Department of Lands

Authorized City of Sandpoint Official Signature

IDL Authorized Signature

Jeremy Grimm

Craig Foss

Print Name

Print Name

Mayor

11-07-24

Division Administrator, Forestry & Fire

Title

Date

Title

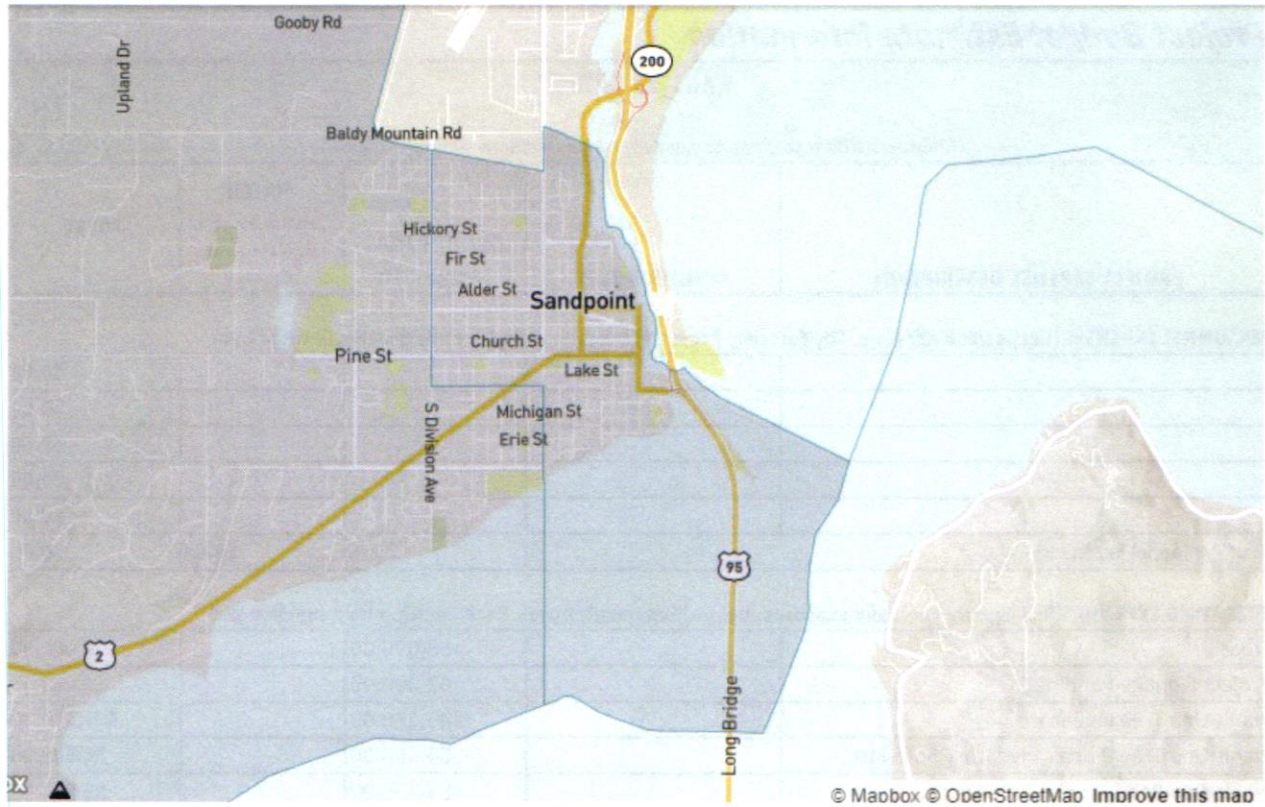
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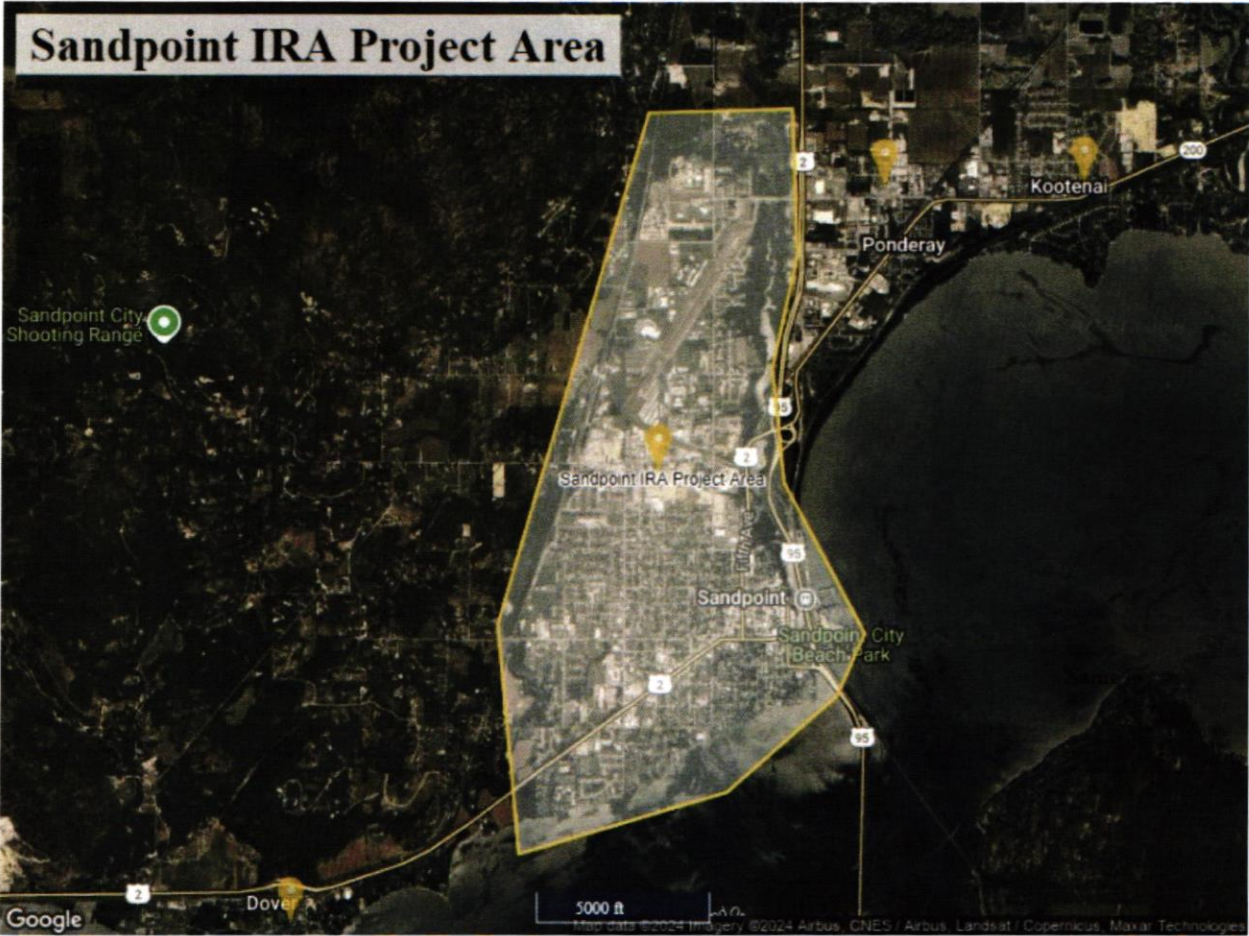
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GRANTEE's Active Unique Entity ID (SAM) #

This institution is an equal opportunity provider.

Project Budget Estimate Information				
PROJECT COSTS				
<i>(Add rows within sections as needed, see instructions at page bottom.)</i>				
PROJECT EXPENSE DESCRIPTION	# UNITS & RATE	GRANT FUNDS REQUESTED	MATCH (Minimum 10% Cash or In-kind Required)	TOTAL
PERSONNEL EXPENSES (List position titles, i.e. City Forester, Project Manager etc. and include benefits in wage rate)				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Personnel Expenses		\$0.00	\$0.00	\$0.00
OPERATING EXPENDITURES (Specify operating expenses, i.e. pick-up rental, travel, trees, mulch, office supplies etc.)				
Trees		\$8,000.00		\$8,000.00
Project Signage Funding		\$2,000.00		\$2,000.00
Plant Geo Tree Inventory		\$41,250.00		\$41,250.00
Plant Geo Tree Plotter Inventory Software		\$4,500.00		\$4,500.00
Plant Geo Basic Level 2 Risk Assessment		\$3,750.00		\$3,750.00
				\$0.00
				\$0.00
Total Operating Expenses		\$59,500.00	\$0.00	\$59,500.00
CONTRACTED PROFESSIONAL SERVICES (Specify service contracted, i.e. thinning, graphic design, consultant, tree planting etc.)				
Tree Maintenance		\$15,250.00		\$15,250.00
Tree Removal		\$15,250.00		\$15,250.00
Urban Tree Code Updates - Professional Service		\$10,000.00		\$10,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Contracted Expenses		\$40,500.00	\$0.00	\$40,500.00
Total Indirect (calculated based on % of direct expenses)- % rate =	% rate=			\$0.00
TOTAL PROJECT COSTS		\$100,000.00	\$0.00	\$100,000.00
	Verification of Grand Totals	\$100,000.00	\$0.00	\$100,000.00
	Difference between Grant Totals	\$0.00	\$0.00	\$0.00
NOTE: Difference totals must equal \$0.00 for budget to be correct & accepted.				





TREE INVENTORY DATA COLLECTION**APPENDIX D**

This information will be used to develop urban forest management plans, help guide maintenance efforts, inform city leaders and the public about the benefits that trees provide communities, and will assist with preparing for the arrival of invasive pests and diseases, as well as planning for the continued development of urban forests that are diverse and resilient to climatic changes and other threats such as fire, insects, diseases, and other human threats such as development etc. and that provide the highest ecosystem benefits.

Some of the information that will be collected about trees in the urban forest will require specialized training, or familiarity with arboriculture concepts such as species identification, tree structure, maintenance needs, plant health care and diagnoses of insects and diseases. Therefore, the Inventory Specialist will need to meet the following minimum requirements to be qualified for this work.

Inventory Specialist must be: An International Society of Arboriculture Certified Arborist for a minimum of two (2) years and or have a minimum of five (5) years' experience working in an Arboriculture or Horticulture related field including a history of Tree & Plant ID as well as understanding Tree Structure and Biology. A current status as a Horticulture/Arboriculture student at an accredited College or University program will also be accepted.

Information the Inventory Specialist will collect for each tree includes:

(details in red are critically mandatory)

Location Information Tab

Physical Address (auto populated when point is assigned to tree, stump, or planting location)

Land Use Type

Type of Growing Space

Park Name

Planting Site Width

Tree Source (if known)

Latitude and Longitude (auto populated when point is assigned to tree, stump, or planting location)

Tree Information Tab

Latin Name & or Common Name (including Genus, specific epithet, cultivar - if known)

Status (ONLY - Alive, dead, stump)

DBH (Diameter at Breast Height) Measured at 4' 6" above ground with an approved DBH Tape.

Estimated Tree Height (using a hypsometer, or best educated guess based on surroundings)

Number of Stems

Condition (Dead/Dying, Excellent, Fair, Good, Poor)

Percent Dieback (rarely do trees have 0% or "none", default shall be <25% unless more is evident)

Crown Class (Co-Dominant, Dominant, Intermediate, Open Grown, Overtopped)

Clearance Conflicts

General Observations

Stock Type (If known)

Additional Relevant Comments if necessary

Crown Light Exposure

Management Needs Tab

Secondary Maintenance (recommended)

Presence of Wires

TREE PRUNING SPECIFICATIONS

APPENDIX E

Contracted Tree Services shall be responsible for pedestrian and vehicular safety and control within and about the work site, and obtain all permits and bonds required by such regulating agencies, and shall provide all necessary warning devices, barricades, signage, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area in accordance with the Manual on Federal Uniform Traffic Control Device Standards (M.U.T.C.D.) and as approved by Municipality and Idaho Dept. of Transportation.

All equipment to be used and work to be performed must be in full compliance with all standards set forth by Occupational Safety and Health Administration (OSHA), American National Standards Institute (ANSI), and National Institute for Occupational Safety and Health (NIOSH).

All tree work shall be performed according to ANSI A300-2023 Tree Care Standards.

ANSI Z133 Safety Standards shall be adhered to at all times.

Hazardous Material Spills- The permitted Tree Service shall be responsible for appropriate and immediate response to Hazardous Material Spills, including containment, cleanup, and notifying all appropriate agencies.

All equipment, tools, wood, trimmings, brush, wood chips or any other form of debris shall be removed by the tree service as well as having the area swept clean of all materials related to the work operation at the end of each working day, unless otherwise specified by work order.

All equipment and tools used in tree care operations shall be maintained according to manufacturer's recommendations.

Climbing spurs (aka spikes, hooks, or gaffs) shall not be used unless tree is being removed, or otherwise in accordance with terms identified in ANSI A300 B-2.2 or 4.5.3 and/or pre-approved by project manager.

The Contractor (Staff) is expected to consistently display a thorough knowledge of strong and weak branching structure, as well as the proper pruning techniques that are used in order to improve branching structure.

The extent of pruning will vary depending on species, and the current size and age of the tree.

No more than 10% of live healthy canopy should be removed at one time. Unless otherwise specified by the Project Manager.

All tree work shall consist of a combination of the following types of pruning as specified in the Scope of Work (SOW) Crown Maintenance, Crown Raising, and Crown Restoration.

All pruning shall be performed in accordance with the American National Standards Institute (ANSI) A300-2023 Standard Practices (a copy of which may be supplied upon request).

All pruning shall be conducted in accordance with the "Natural Pruning System" which aims to preserve the characteristic growth pattern and adaptations of each plant (see ANSI A300 Clause 5 C5-Annex B) and will consist of any combination of one (1) or more of the following practices, specified in the Scope of Work.

- **Crown Maintenance-** Shall consist of the selective removal of branches one inch and larger at the point of attachment which are dead, dying, damaged, decayed, diseased, weak, crossing, poorly

TREE PRUNING SPECIFICATIONS

APPENDIX E

structured, interfering with structures and/or streetlights, stubbed, or otherwise considered hazardous or undesirable for the tree. Unless otherwise specified by the project manager.

No "Lion Tailing" ANSI A300 5.5.20 or unnecessary thinning shall be done.

"Thinning" (the selective pruning to reduce density of branches and foliage) is necessary only for structural or tree health considerations.

Known areas of excessive decay or poor structure that have a high risk of failure shall be pruned out or reduced back to appropriate living tissue unless otherwise approved by project manager to allow for preservation/promotion of wildlife habitat.

Incomplete Crown Maintenance, i.e., not pruning out previously described branches, will be considered incorrect pruning and not in accordance with these specifications, and may result in a call back.

- **Juvenile Tree Pruning-** The primary objective of Juvenile Tree Pruning is to develop a strong branching structure throughout the canopy that is appropriate for the urban environment and to improve the potential for long-term good tree health. Pruning specifications are the same as "Crown Maintenance" and "Crown Raising" described herein. Often "structural Pruning" is of particular importance with this size tree.
- **Preservation Tree Pruning-** Mature trees seldom require much pruning as long as they have been managed appropriately throughout their life. The primary objective of this type of pruning is similar to "Crown Maintenance" but aims to preserve the vitality of the tree by not removing too much live tissue (no more than 10%) and also focuses on reducing risks associated with existing structural defects, dead wood, and overextended limbs.
- **Structural Pruning-** Intended to develop or improve plant architecture, and/or structure. Shall consist of removing or reducing branches to develop a strong branching structure throughout the canopy to maximize benefits and value, reduce the potential for future failure and reduce long term maintenance costs.
Subordinate or remove "Co-Dominant Leaders", branches with "Included Bark", crossing and rubbing branches, and upright competitive branches that have the potential to compromise tree structure or health.
Low branches that are considered "Temporary Branches" shall be pruned off to the extent that allows for a desired "Permanent Branching" structure to be established at a point that is appropriate for the site the tree is growing in. It is recognized that some trees will not yet have reached a size that allows for the removal of all temporary branches.
- **Crown Raising -** Shall consist of the removal of lower branches of a tree over the street and sidewalk (including in parking lots) in order to provide clearance for vehicular or pedestrian traffic. Generally, clearance for larger trees will be 14 feet or more over the street and 8 feet over sidewalks while also providing an acceptable visual balance of the entire lower canopy. Trees in parks, will require clearance for lawnmowers and other equipment up to 8 feet. Smaller trees which cannot be pruned up to 14 feet over the street are to be pruned to establish as much clearance as possible while maintaining the natural character, structure and visual balance of the canopy.

TREE PRUNING SPECIFICATIONS**APPENDIX E**

- **Restoration Pruning-** if a tree has previously been topped, headed or otherwise damaged by substandard pruning, a storm or vandalism etc. Restoration Pruning may be necessary. This type of pruning shall be conducted with the objective to redevelop or improve the structure, form and appearance following any such damage and should aim to retain as much as possible, the natural, strong structure of the tree.
- **NO TOPPING-** (as defined by ANSI A300 5.5.21) or similar cutting shall be done at any time. No Heading cuts shall be made, no exceptions. Instead, Reduction cuts should be used to reduce the weight of heavy or weak branches. Unless otherwise specified by the terms identified in this Scope of Work (SOW). i.e., it may be appropriate to leave damaged parts or intentionally apply specialized cuts to establish or preserve wildlife habitat.

Other types of pruning and pruning systems- shall be administered in accordance with ANSI A300 Standards including “Restoration Pruning” (C5-Annex A A-4.1) or “Retrenchment (regenerative) Pruning” (C5-Annex A.A6.1) and **other Specialty Pruning Systems** (ANSI A300 5.3.3) and at the sole discretion of the Project Manager.

TREE STUMP REMOVAL SPECIFICATIONS**APPENDIX F**

Contracted Tree Services shall be responsible for pedestrian and vehicular safety and control within and about the work site, and obtain all permits and bonds required by such regulating agencies, and shall provide all necessary warning devices, barricades, signage, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area in accordance with the Manual on Federal Uniform Traffic Control Device Standards (M.U.T.C.D.) and as approved by Municipality and Idaho Dept. of Transportation.

All equipment to be used and work to be performed must be in full compliance with all standards set forth by Occupational Safety and Health Administration (OSHA), American National Standards Institute (ANSI), and National Institute for Occupational Safety and Health (NIOSH).

All tree work shall be performed according to ANSI A300-2023 Tree Care Standards.

All ANSI Z133 Safety Standards shall be adhered to at all times.

Hazardous Material Spills- The permitted Tree Service shall be responsible for appropriate and immediate response to Hazardous Material Spills, including containment, cleanup, and notifying all appropriate agencies.

All equipment, tools, wood, trimmings, brush, wood chips or any other form of debris shall be removed by the tree service as well as having the area swept clean of all materials related to the work operation at the end of each working day, unless otherwise specified by work order.

Tree stumps are to be ground out completely with appropriate equipment, to a minimum depth of Twenty-Five (25) Inches below grade (or community standard) and to sufficiently accommodate the planting of a large "Balled and Burlapped" (B&B) tree in the same location as the tree stump. Roots must be completely separated from the stump and adjacent roots to a size of no more than 3 inches in diameter. All surface roots greater than 2 inches in diameter must be removed.

The hole resulting from the stump removal shall be backfilled with the grinding material or soil to a level of two (2) to three (3) inches above the grade to allow for settling. All excess material must be removed from the site and the entire area should be completely cleaned of debris and dirt.

Any damage caused by stump removal operations must be repaired by the contractor at contractor's expense and to the satisfaction of the governing authority as soon as possible. In the event that damage is not found until a later date, the contractor may still be held liable for repairs.

The contractor will be required to return to the site to correct any conditions that do not meet the above specifications.

The Contractor is responsible for all necessary permits, DigLines, (Utility Locates) and traffic control at contractor's expense unless otherwise noted on work order.

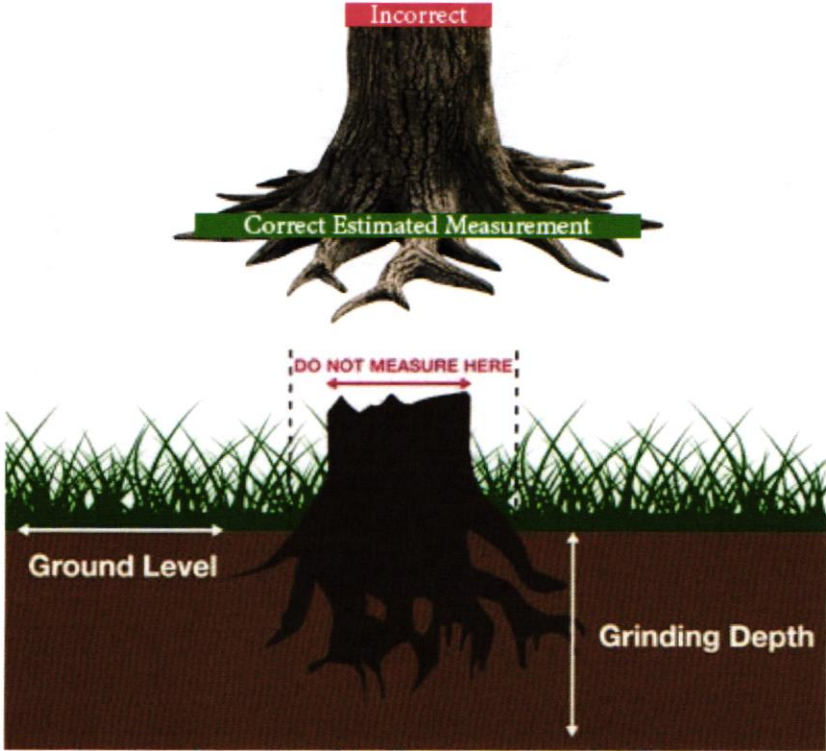
The Contractor is responsible for all necessary safeguards to protect people and property from damage.

Entry into Park Properties must be scheduled with Parks Dept. personnel as indicated on Stump Removal Work Order.

TREE STUMP REMOVAL SPECIFICATIONS

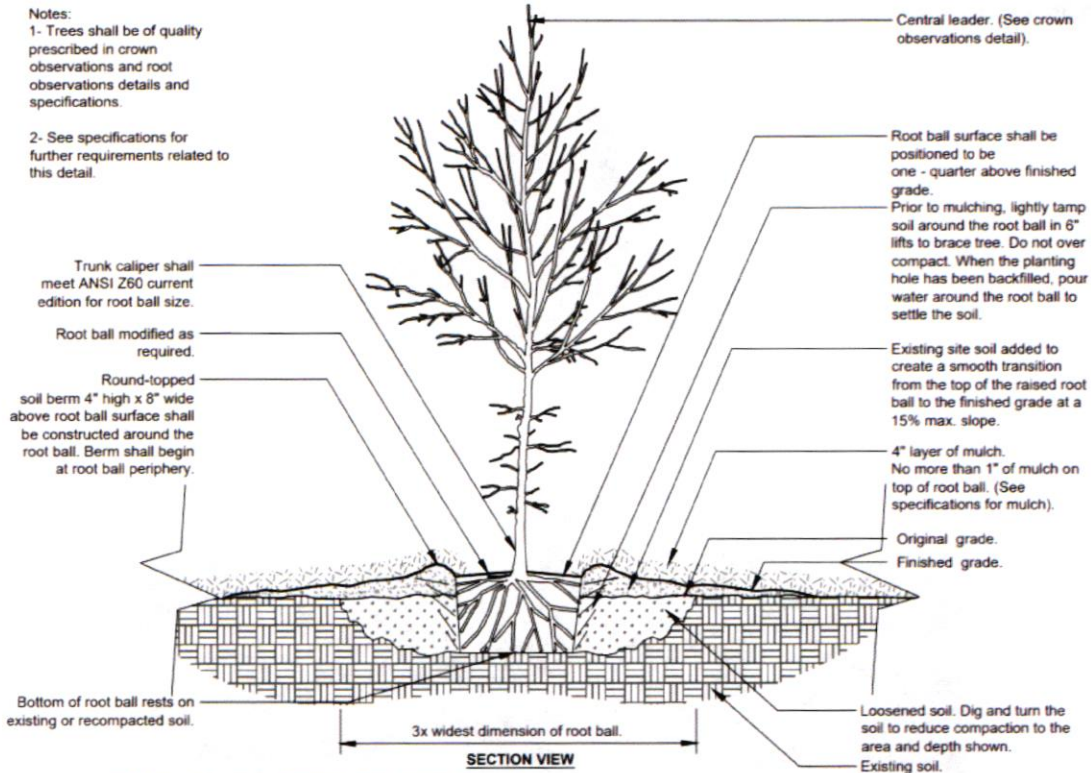
APPENDIX F

The contracted Tree Service agrees that all work shall be performed by, or under the direct supervision of skilled and qualified ISA Certified Arborists who are familiar with these specifications, and it shall be the sole responsibility of the tree service to see that these specifications are adhered to.



TREE PLANTING SPECIFICATIONS

APPENDIX G



P-X

TREE IN POORLY DRAINED SOIL

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

FOREST MANAGEMENT AND HEALTH GUIDANCE**APPENDIX H**

All standards in the Idaho Forest Practices Act administrative rules must be met while conducting any forest practice. Forest practices may include commercial harvesting, commercial thinning, or non-commercial thinning, any of which may produce significant slash. It is important to ensure all ground-based equipment stays out of Stream Protection Zones (SPZ). All piling, burning, and decking are limited to stable locations outside of the SPZ. Tree-retention standards must be met to provide adequate shade of streams. Large woody debris can contribute to fish habitat and stream bank stabilization. Sediment-filtering protections should be used where needed near stream channels and adjacent riparian areas.

FOREST MANAGEMENT CONSIDERATIONS & FOREST HEALTH GUIDANCE**PRESCRIPTION**

A specific prescription based on site and stand conditions and describes the desired prescription outcome should be written by a forester and pre-approved by IDL prior to implementation.

THINNING

Determine preferred leave tree species and desired stand densities. Space trees according to professional forestry practices for the local area. For recommendations, contact the local IDL office.

Desirable Leave Tree Characteristics

Select leave trees with the following desirable characteristics:

- Straight stem
- Well-formed crown
- Crown class of dominant or co-dominate
- Crown ration is 40% or larger
- Green needles, no discoloration of foliage
- Free or limited presence of insect or disease damage or symptoms. If present, damage or symptom does not affect growth or survival.
- Vigorous annual terminal growth for past 3 years
- Species preference to be determined by forester based on site and stand conditions

PRUNING**White Pine**

- The most common path of infection of white pine from blister rust is through the lower limbs on young trees. Pruning the lower limbs from the bole of young trees can minimize the susceptibility of western white pine to infection from blister rust.
- Prune all selected white pine 8 feet and greater in height that are free of blister rust infection or that have no bole canker or branch cankers less than 6 inches from the bole. Prune all branches up to 50% of the height of the tree to a maximum height of 8' and remove needles from the bole. Cut branches to within ½ inch of the limb collar with hand pruning shears, loppers or handsaws. Do not damage the bole of the tree or the retained limbs in the pruning operation.
- Additional information can be obtained from IDL.

Mixed Species

- It is not necessary to prune other species to improve forest health. Pruning other species may be warranted to meet County Wildfire Protection Plan treatments.

FOREST MANAGEMENT AND HEALTH GUIDANCE**APPENDIX H****SLASH MANAGEMENT**

Fuel hazards created by thinning or pruning expose the treated stand and adjacent areas to higher risk levels and must be addressed when setting thinning and pruning treatments. The Idaho Forest Practices Act, Idaho Forestry Act and the Fire Hazard Reduction Law and their associated administrative rules and guidelines provide the basis for the management of slash.

Forest Health Protection

To prevent *Ips* beetle attacks, thinning of pine should not occur during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid *Ips* bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.

MAINTENANCE OF SHADED FUELBREAKS

Shaded fuel breaks must be maintained periodically. Frequency of retreatment depends on the forest's productivity (which affects how fast fuels re-accumulate) and how open of a condition is desired. Maintenance of shaded fuelbreak may include cutting, piling, burning, grazing, or herbicide treatments to reduce or prevent fuel accumulation. Develop a retreatment plan with some maintenance occurring each year. The necessary maintenance activities will be minimal if implemented on an annual basis. The original prescription treatment should be followed for maintenance.

PLANTING

Successfully establishing trees and shrubs depends upon many factors. To ensure tree and shrub survival, refer to the following technical specifications:

Forestlands (typically conifers)

<http://www.idl.idaho.gov/bureau/ForestAssist/foresterforum/formngmt7.pdf>

Riparian Forest Buffer, Stream bank and Shoreline Protection, Tree/Shrub Establishment, Upland Wildlife Habitat Management, Windbreak/Shelterbelt Establishment, and Hedgerows

http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmstn10797.pdf

Willow and Cottonwood Plantings

http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmctn7064.pdf

Riparian Restoration Planting

Idaho Fish and Game's Handbook for Riparian Restoration and Use of Volunteers in Riparian Habitat Restoration (copies included on MOU Award packet CD if applicable to project).

MONITORING OF TREATED AREAS**After the First Year**

Conduct a walk-through of the thinned area to determine the condition of the residual crop trees, and to document any insect/disease problems, animal damage, wind/snow damage, sun-scalding, and the condition of thinning slash.

Conduct a survival survey of planted areas. Install enough plots to determine that average number of live trees/acre meets the prescription specifications, planting objective, and FPA rules.

CONTINUED ON NEXT PAGE

After the Fifth Year

Conduct a formal survey with plots installed to determine species composition, and average heights and diameters along with radial increment growth rates since thinning occurred. Other items such as condition of thinning slash deterioration, and mortality of leave trees should be noted and documented in follow-up inspection reports (s).

Conduct a walk-through of planted areas to determine tree survival and document any insect/disease problems, animal damage, excessive weed competition, and wind/snow damage.

**RE: TRAFFICKING VICTIMS PROTECTION ACT OF 2000,
AS AMENDED (22 U.S.C. 7104)**

APPENDIX I

TRAFFICKING IN PERSONS

- a. **Provisions applicable to a Cooperator that is a private entity.**
1. You as the Cooperator, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
- b. **Provision applicable to a Cooperator other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"
- c. **Provisions applicable to any recipient.**
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. **Definitions. For purposes of this award term:**
1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



AGENDA REPORT

City Council Meeting

TODAY'S DATE: November 12, 2024

MEETING DATE: November 20, 2024

TO: City Council

FROM: Jeremy Grimm, Mayor

SUBJECT: 4/10 Employee Work Schedule Pilot Program

DESCRIPTION/BACKGROUND:

Employees have expressed a desire to have a 4/10 work schedule (4 10-hour workdays per week) for several years, with many staff already enjoying that schedule, such as Public Works, Water Treatment Plant, Police, and IT. I would like to launch a 4/10 employee work schedule pilot program, where the 4/10 schedule, with City Hall closed to the public on Fridays, would be tested for a 6-month period. New City Hall hours and this 4/10 schedule would take effect on Monday, December 30, 2024. Informal counts have shown foot traffic in City Hall on Fridays is lower than Monday-Thursday and typically fewer than 20 visitors. The pilot program would expand the hours citizens would have access to City Hall services Monday through Thursday. City Hall hours would be 7:30 am-5:30 pm, with employee schedules ranging from 7:00 am – 6:00 pm and core hours, where all scheduled City employees are expected to be in the office, of 8:00 am – 5:00 pm (unless an employee is provided a schedule outside of the core hours, approved by both the Director and Human Resources, with no significant impact on operations). Certain City services will still be a 5 to 7 days per week operation, and employees in these service areas will alternate days off or choose to continue a 5/8 schedule. These services would include recreation, building inspections, and parks and facilities maintenance. Public Works, Water Treatment Plant, and Police would continue operating as they have been, which includes a 4/10 work schedule.

Other municipalities have been operating on a 4/10 work week with much success. This type of alternative work schedule has been shown to boost employee morale, positively impact employee productivity, and offer employees a better work/life balance than a traditional 5/8 work schedule. In addition, this type of work schedule may also improve employee retention and attraction. The City's current workforce, as well as the new generation of workers, desires greater flexibility from employers. Some comments received by staff include:

1. *"Having the flexibility to scheduling appointments on a day that I am not at work giving me the option of anytime of the day, instead of having to clear with multiple people's schedules";*
2. *".....commuting one day less would be tremendously welcomed";*
3. *".....schedule would allow me to be more efficient in the day to day";*
4. *Employee already on 4/10 schedule says, "fewer commuting days and my stress levels have lowered since I have an extra day to spend with my family";*
5. *"in other cities the 4-10 shift was incredibly helpful for staff especially those with families.....the weekend just doesn't seem like enough time to get everything done. When coworkers with kiddos came back from days off, they weren't so stressed";*
6. *"Time is the most important benefit an employee can have aside from pay/insurance. I especially appreciate the idea that it's flexible. In my experience with 9/80, the public will easily adjust to*

certain functions not being available(i.e. in-person service at City Hall)....electronic communication and permitting obviates the need for doors to be open every business hour. Employees feel rested and ready after having three days off”; and

7. *“I have worked four tens in the pastand found the extra day to be a real blessing. It gave me more time for my family, allowed me to run errands that needed to be done during the week”.*

I have attached a recent Bloomberg article which discusses some of the benefits and drawbacks, along with feedback from employees on the shorter workweek, including improved physical health and mental well-being, and employers reported that recruiting was easier once on that four day a week schedule.

STAFF RECOMMENDATION:

N/A

ACTION:

No action required. This is operational in nature and to provide information and gain feedback from City Council.

WILL THERE BE ANY FINANCIAL IMPACT? Potential savings in utility costs **HAS THIS ITEM BEEN BUDGETED?** N/A

ATTACHMENTS:

News Article Bloomberg 10/20/24

Businessweek | Work

Once You Try a Four-Day Workweek, It's Hard to Go Back

A six-month trial in Germany showed many promising signs. But there were disappointments, too.



Employees during a meeting at the office of event planner Solidsense in Stuttgart. *Photographer: Ben Kilb/Bloomberg*

By [Sonja Wind](#)

October 20, 2024 at 9:01 PM PDT

Germany's brief experiment with a four-day workweek is over, but for many of the businesses that participated, there's no going back. "I don't want to work on Fridays anymore. I just don't," says Sören Fricke, co-founder of event planner [Solidsense](#). "Friday has actually become the third day of the weekend. You only work if there is no other option."

Solidsense is one of [45 companies](#) that participated in the six-month trial, during which employees worked fewer hours but still received their full paycheck. In the end, 73% of the participants said they're prepared to make

the change permanent or extend the experiment, according to a report released by the trial's organizers on Oct. 18.

Bloomberg Businessweek

What Looked Like a Toss-Up Turned Into a Red Wave. Did Pollsters Get It Wrong?

What Does Trump's Victory Mean for Elon Musk?

The Stakes Are Sky High for Elon Musk

At Business Schools, More Women Are Getting MBAs

The pilot in Germany is the second-largest one staged by 4 Day Week Global, a New Zealand-based advocacy group that has run trials in countries including Portugal, South Africa and the UK. For the German experiment, the organization teamed up with the University of Münster and Berlin-based consulting firm Intraprenör.

The results confirmed what the participants had hoped. The shorter workweek improved employees' physical health and mental well-being. Employers saw benefits, too: 70% reported that recruiting workers was easier once they went to a four-day schedule—a boon in a country where many industries complain that intense competition for talent drives up costs. A dozen participants reported details of their financial performance, showing revenue and profit were stable overall.

The German researchers involved in the study set out to construct a more rigorous trial than those that 4 Day Week Global had staged in other countries. They used hair samples to measure levels of cortisol, a hormone released in response to stress, and analyzed data collected by smartwatches, which showed employees slept an average of 38 minutes more per week and increased their physical activity. Researchers also carried out more than 600 interviews and compared results with control groups within companies where not all employees took part.

Not every business made it through the trial. Two dropped out midway through, citing economic difficulties (not necessarily related to the reduction in work hours) or low support among employees. Of the remaining companies, 20% decided to return to a five-day standard—a larger proportion than in other pilots organized by 4 Day Week Global. “I still don’t think we should be saying that Germany needs a four-day week for all companies,” says Julia Backmann, the researcher at the University of Münster who led the study. “But I do see it for organizations that might want to do something for their employees or for their own attractiveness as an employer.”

The findings come at an awkward time for German business. According to analysts polled by Bloomberg, Europe’s largest economy is experiencing a mild recession because of a combination of factors that include the cutoff of low-cost Russian gas, disappointing export demand from China and a dearth of skilled workers. Volkswagen AG, the country’s biggest carmaker and an industrial bellwether, has warned it may need to close factories in its home country for the first time.

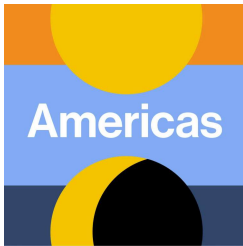
Prominent figures in business and government have cautioned against instituting a four-day week more widely. Christian Linder, the finance minister, said that working less threatens prosperity, while Deutsche Bank AG Chief Executive Officer Christian Sewing has said the country needs to prepare to “work more and harder.” He advocates for lengthening the workweek.



Fricke, co-founder of event planner Solidsense. *Photographer: Ben Kilb/Bloomberg*

Employees at Solidsense disagree—and so do their bosses. Since March, the office in Stuttgart has been largely empty on Fridays. The shorter week has allowed the company’s 18 employees to hit the gym, spend more time with their families or pursue hobbies. Even Fricke, to his own surprise, has managed to dedicate most Fridays to his hobby of repairing vintage cars. And still the business expects to record a 40% increase in revenue this year. “The four-day week has even been economically profitable for us,” he says, citing a “dramatic” increase in productivity. “When we discussed the extension with the entire team a few months ago, it was clear: Of course we’re continuing.”

To make such gains possible, a whole set of adjustments is needed. At Solidsense, unnecessary meetings were cut and artificial intelligence is being used to perform menial tasks, such as editing Excel lists. The exhibition planner also took the precaution of informing customers about the change. Its new email signature reads: “Please be aware that our working hours may not align with yours.”



SSignedUp

Item # 5.

By continuing, I agree to the [Privacy Policy](#) and [Terms of Service](#).

The switch didn't go as well for Eurolam, a window manufacturer based in Wiegendorf. Henning Röper, the managing director, says he was initially excited to see an increase in job applicants, in terms of both quality and quantity. Suddenly, he had the “luxury to reject people,” something he couldn't afford to do in previous years, he says. Eurolam, like many German employers, has faced a shortage of skilled workers, caused in large part by a shrinking population. Coupled with high inflation, this has empowered workers across a swath of industries to demand large pay increases and better working conditions.

Nevertheless, as the trial progressed, Röper began to see downsides. The truncated workweek made it more difficult to juggle regular orders along with unanticipated jobs, such as repairing defective items customers returned. The business even registered an increase in employee absenteeism in its production unit, as more employees called in sick.



The announcement that the business was going back to a five-day schedule was met with “shocked silence,” Röper says. Eurolam’s white-collar employees generally were more disappointed than factory workers, he says, though he noted that his longest-serving employee in production had described the four-day trial as the best thing that happened in his career.

The pilot’s organizers said other participants expressed concerns about how the loss of a workday reduced their flexibility to cope with unpredictable events, such as equipment breakdowns or delayed supplier deliveries. Despite the improvements in health and mental well-being, there was no significant change in registered sick days overall, which stands in stark contrast to the 65% drop in absenteeism registered during the UK pilot.

That finding alone might dissuade other employers from experimenting with a four-day week. The number of sick days taken by employees in Germany in the first eight months of the current year equaled the peak in 2023, according to a report by insurer AOK, and is sure to rise further as winter sets in. The country’s workers were absent an average of 21.3 days in 2022, which translated into a staggering €207 billion (\$220 billion) loss in value added, according to data from the Federal Institute for Occupational Safety and Health.

Despite the generally favorable results, managers at Solidsense noticed that automating simple but time-consuming chores, or outsourcing them, left employees with more challenging tasks on their to-do lists. This made time at the office more mentally exhausting. Fricke opted to extend Solidsense’s four-day experiment to February, so he can determine whether it can stand up to what are traditionally its busiest months, September to December.

At Eurolam, workers are back on the job five days a week, though they have the option of leaving early on Fridays if they’ve put in the requisite number of hours. Röper says he’s still on the lookout for a new working model. “Just because this hasn’t worked now, doesn’t mean one should close their mind to new paths,” he says. “Not allowing change means standing still, and that in turn means falling behind.”

[Share feedback](#) 

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AGENDA REPORT

City Council Meeting

TODAY'S DATE: 10/31/2024

MEETING DATE: 11/20/2024

TO: Mayor, Sandpoint City Council

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: Membership Fee Waiver to James E. Russell Sports Center for City Employees

DESCRIPTION/BACKGROUND:

In recognition of the value of health and wellness for our City employees, this proposed policy would grant a waiver for the annual membership fee to the James E. Russell Sports Center for eligible City of Sandpoint employees. This policy supports employee wellness and engagement by providing access to high-quality fitness facilities and recreation programs at a significantly reduced cost. The policy will be considered for adoption by the Sandpoint City Council at the November 20th Council Meeting and, if approved, will be active immediately with registration available leading up to the facility's December 1st opening date.

Policy Provisions:

1. Membership Fee Waiver:

- Eligible City of Sandpoint employees will receive a waiver of the annual membership fee to the James E. Russell Sports Center.
- The annual membership fee waiver is valued at \$400 for employees who reside within the City of Sandpoint limits and \$450 for employees residing outside of Sandpoint City limits.

2. Member Benefits:

- City employees with a waived membership will enjoy access to discounted court usage fees:
 - Tennis court usage at \$5 per 90-minute session.
 - Pickleball court usage at \$3 per session.
- Summer rates provide further discounts, promoting year-round recreational engagement.
- As members, City employees will receive member rates for all City Recreation Division programs offered at the Sports Center, enabling affordable participation in various fitness and recreational activities.

3. **Additional Benefit for Police Department Employees:**

- Recognizing the unique scheduling and wellness needs of police officers, Sandpoint City Police Department employees will have 24-hour access to the Sports Center for personal health and wellness activities.
- Outside of regular operating hours (7 am - 8 pm), police officers will be able to access the facility free of charge for individual use, supporting fitness and stress management during winter months when outdoor options are limited.

Eligibility and Registration:

- This benefit is available to all City employees. Membership registration will be open immediately upon policy approval, allowing employees to sign up before the Sports Center's official opening on December 1st.

Implementation and Duration:

- This policy, if approved, will take effect immediately and provide City employees with an affordable and supportive fitness option. Future assessments of the policy's impact on employee wellness and usage rates may guide adjustments or enhancements.

STAFF RECOMMENDATION:

Approve proposed policy waiving membership fees to the James E. Russell Sports Center for City of Sandpoint employees

ACTION:

Move to approve the policy offering a membership fee waiver for City of Sandpoint Employees to the James E. Russell Sports Center

WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED? N/A

ATTACHMENTS:

Proposed Policy

No: 24-

Date: November 20, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: WAIVING MEMBERSHIP FEE TO JAMES E. RUSSELL SPORTS CENTER FOR CITY EMPLOYEES

WHEREAS: The City's new James E. Russell (JER) Sports Center, opening December 1, 2024, offers high-quality fitness facilities and recreation programs;

WHEREAS: The annual JER membership fee is \$400 for Sandpoint residents and \$450 for those who reside outside city limits;

WHEREAS: The Mayor recommends a waiver of the annual membership fee for City employees as a new employee benefit to support and encourage employee health and wellness;

WHEREAS: City employees with the waived membership fee will enjoy access to discounted tennis and pickleball court usage fees, further discounts on summertime rates, promoting year-round recreational engagement, and member rates for all City recreation programs offered at the Center, enabling affordable participation in various fitness and recreational activities;

WHEREAS: Recognizing the unique scheduling and wellness needs of police officers, Sandpoint City Police Department employees will have 24-hour access to the Sports Center for personal health and wellness activities, where, outside of regular operating hours (7 am - 8 pm), police officers will be able to access the facility free of charge for individual use, supporting fitness and stress management during winter months when outdoor options are limited; and

WHEREAS: With approval, this fee waiver would be immediately activated and available for employees to register and begin enjoying this benefit upon opening of the new center.

NOW, THEREFORE, BE IT RESOLVED THAT: The policy outlining the Sandpoint City Employee Membership Fee Waiver at James E. Russell Sports Center, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved.

Jeremy Grimm, Mayor

ATTEST:

Melissa Ward, City Clerk

Sandpoint City Employee Membership Fee Waiver at James E. Russell Sports Center

Introduction: In recognition of the value of health and wellness for our City employees, this policy grants a waiver for the annual membership fee to the James E. Russell Sports Center for eligible City of Sandpoint employees. This policy supports employee wellness and engagement by providing access to high-quality fitness facilities and recreation programs at a significantly reduced cost.

Policy Provisions:

1. Membership Fee Waiver:

- Eligible City of Sandpoint employees will receive a waiver of the annual membership fee to the James E. Russell Sports Center.
- The annual membership fee waiver is valued at \$400 for employees who reside within the City of Sandpoint limits and \$450 for employees residing outside of Sandpoint City limits.

2. Member Benefits:

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3. Additional Benefit for Police Department Employees:

- Recognizing the unique scheduling and wellness needs of police officers, Sandpoint City Police Department employees will have 24-hour access to the Sports Center for personal health and wellness activities.
- Outside of regular operating hours (7 am - 8 pm), police officers will be able to access the facility free of charge for individual use, supporting fitness and stress management during winter months when outdoor options are limited.

Eligibility and Registration:

- This benefit is available to all City employees. The benefit is not available to family members who are not City employees. Membership registration will be open immediately upon policy approval, allowing employees to sign up before the Sports Center's official opening on December 1st.

Implementation and Duration:

- This policy, if approved, will take effect immediately and provide City employees with an affordable and supportive fitness option. Future assessments of the policy's impact on employee wellness and usage rates may guide adjustments or enhancements.