CITY COUNCIL MEETING AGENDA

October 16, 2024 at 5:30 PM

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

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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 October 2, 2024, Regular Meeting - ***action item***
2. Payables Report / Bills for Payment Approval - ***action item***
3. Proposed Resolution: Accepting Idaho Transportation Department / Office of Highway Safety Grant Award to Fund Police Department Selective Traffic Enforcement Program - ***action item***
4. Proposed Resolution: Awarding Contract to Stewart Contracting, Inc., for Bridge Street Bridge Rehabilitation Project (City Agreement No. A24-3170-4) - ***action item***

Old/Unfinished Business - none

New Business

5. Proposed Resolution: Adopting Sponsorship and Advertising Policy - ***action item***
6. Approval of Employee Benefit Renewals - ***action item***
7. Proposed Resolution: Utilizing Medical Premium Stabilization Reserve Funds - ***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

October 02, 2024 at 5:30 PM

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

Council President Deb Ruehle called the meeting of the Sandpoint City Council to order at 5:30 p.m. on Wednesday, October 2, 2024, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

PRESENT
Mayor Jeremy Grimm, attending remotely
Councilor Deb Ruehle, Council President, presiding
Councilor Justin Dick
Councilor Kyle Schreiber
Councilor Pam Duquette
Councilor Rick Howarth

ABSENT
Councilor Joel Aispuro

Pledge of Allegiance

1. In celebration of International Day of the Girl, local Girl Scouts led all present in the Pledge of Allegiance, followed by some brief comments from Brian Newberry, Chief Executive Officer of the Girls Scouts of Eastern Washington and Northern Idaho.

Announcements and Reports

Mayor Grimm announced that the City would be mailing out to City residents a Fact Sheet flyer regarding the 1% Local Option Sales Tax proposal, which is included on the November 5, 2024, general election ballot. He also reported that he and staff would be interviewing a new Public Works Director candidate.

Councilor Schreiber reported that Mayor Grimm's call for the vote, immediately ending deliberation on the resolution authorizing an Outdoor Recreation Fund grant application for design and construction of an asphalt pump track at Travers Park during Council's September 18, 2024, meeting, was not appropriate under Robert's Rules of Order, neither by his own call to do so as Mayor, nor by the unilateral nature of this action. Under the Rules, if a member of the governing board (e.g., a Council member) wishes to end deliberation in order to immediately take the vote, there must be unanimous consensus of the Board to do so; otherwise, it is an action that requires a motion from a Board member and second from another Board member, then a vote of the Board, with a majority of the Board voting in the affirmative, agreeing to immediately end deliberation and go straight to the vote. Councilor Schreiber did not wish to contest the matter but requested appropriate reference and adherence to the procedural rules in the future. He made some additional remarks, relaying concerns as to staff's handling of, and the information presented to Council regarding, the subject grant application and associated project.

City directors and staff provided some brief reports on current activities and projects taking place in their respective departments.

Public Comments

The Council President stated the rules and instructions for public comment, followed by the public comment portion of the meeting. Information only; no Council action.

Consent Calendar

Council President Ruehle stated the amount of bills to be considered for approval under the Consent Calendar, followed by a motion, second and vote, as reflected below.

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

2. The minutes from Council's September 18, 2024, meeting were approved as presented.
3. The bills presented in the amount of $1,450,050.40 for regular payables were approved for payment.
4. The August 2024 Monthly Financial Report on Cash and Investment Transactions was acknowledged and accepted.
5. **Resolution 24-070** Second Amendment to Agreement with Jacobs Engineering Group, Inc. (City Agreement A24-1910-2) - approved
6. **Resolution 24-071** Engaging Magnuson-McHugh-Dougherty, CPA, for Fiscal Year 2024 Audit - approved

Old/Unfinished Business - none

New Business

7. **Ordinance 1428** New User Facility Fees and Service Connection Fees

   Civil Engineer Brandon Staglund provided a presentation and, along with City Attorney Fonda Jovick and Finance Director Sarah Lynds, fielded questions from Council members.

   The City Clerk read the title of the ordinance as follows: AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 7, CHAPTER 6, SECTION 7, PAYMENT OF NEW USER FACILITY FEE, AND TITLE 7, CHAPTER 7, SECTION 12-A, FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

   Motion that the Ordinance pass its first reading by title only and the summary is approved.

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

   Council President Ruehle announced that the ordinance had passed its first reading by title only, and the summary was approved.

   Motion that the rules requiring three separate readings, once in the ordinance's entirety, be suspended and that the ordinance pass its second and third readings under suspension of the rules.

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

   Council President Ruehle announced that the ordinance was considered read, passed and adopted under suspension of the rules and would become effective following publication of the summary in the newspaper.

8. **Resolution 24-072** Amending City of Sandpoint Water Rules and Regulations to Eliminate Extended Payment Plans for New User Facility Fees (NUFF)

   Directly following approval of the Code amendments, there was a motion to approve the resolution amending City of Sandpoint Water Rules and Regulations to eliminate extended payment plans for NUFFs.

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

9. **Resolution 24-073** Amending City of Sandpoint Sewer Rules and Regulations to Eliminate Extended Payment Plans for New User Facility Fees (NUFF)

   Directly following approval of the amendments to the Water Rules and Regulations, there was a motion to approve the resolution amending City of Sandpoint Sewer Rules and Regulations to eliminate extended payment plans for NUFFs.

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

Adjourn

With no further business on the agenda, the meeting was adjourned at 6:20 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.

Deb Ruehle, City Council President

Attest: Melissa Ward, City Clerk

CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 10/03/2024 THROUGH 10/16/2024

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: ACCURATE TESTING LABS LLC				
139261	WTP: BACTERIA TESTING - SOUTH			$150.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	150.00	
141205	WWTP: 2 MERCURY TRACE TESTS			$260.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	260.00	
141718	WTP: BACTERIA TESTING - NORTH			$150.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	150.00	
		Total For: ACCURATE TESTING LABS LLC		**$560.00**
Vendor: AGE HEATING AND COOLING				
8950161	HVAC MAINTENANCE AND REPAIRS - FY 24			$90.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - BUILDING - R&M	90.00	
		Total For: AGE HEATING AND COOLING		**$90.00**
Vendor: ALPINE MOTORS COMPANY INC				
159803	LUBE, OIL & FILTER CHANGE- SPD 9			$50.35
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	50.35	
159933	REPLACE HEADLAMP BULB SPD 16			$82.21
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	82.21	
		Total For: ALPINE MOTORS COMPANY INC		**$132.56**
Vendor: ALSC ARCHITECTS PS				
2023-011-19	DSGN SRVCS - TRAVERS PARK RENO PH 1			$6,602.28
	JAMES E. RUSSELL SPORTS CENTER FACILITY	CAPITAL CONSTRUCTION SERVICES - BUILDING	6,254.50	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	CAPITAL CONSTRUCTION SERVICES - BUILDING	347.78	
		Total For: ALSC ARCHITECTS PS		**$6,602.28**
Vendor: ASAP SERVICES INC				
2256161	MONTHLY CUSTODIAL SRVCE - SEP 2024			$4,630.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	2,240.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,080.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,310.00	
		Total For: ASAP SERVICES INC		**$4,63**
Vendor: AUTO HAUS INC				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
6635	WD: OIL FILTER FOR 2019 RAM PICKUP			$5.49
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	5.49	
		Total For: AUTO HAUS INC		**$5.49**
Vendor: AVISTA UTILITIES				
4707730000-9.2	MONTHLY UTILITIES 8/13/24-9/15/24			$39,358.42
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	1,799.17	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	946.38	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	119.39	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	24.32	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	118.19	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	704.90	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	44.21	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	2,153.15	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	19.77	
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	115.96	
	STREET MAINTENANCE	ELECTRICITY	10,656.16	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	1,234.52	
	WATER TREATMENT	ELECTRICITY	11,263.13	
	WASTEWATER COLLECTIONS	ELECTRICITY	796.70	
	WASTEWATER TREATMENT	ELECTRICITY	8,425.51	
	RECREATION PROGRAMS	ELECTRICITY	32.01	
	STREET MAINTENANCE	ELECTRICITY	665.27	
	CENTRAL SERVICES DEPARTMENT	ELECTRICITY	18.42	
	WATER DISTRIBUTION	ELECTRICITY	174.14	
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	47.12	
		Total For: AVISTA UTILITIES		**$39,358.42**
Vendor: BADGER METER INC				
80167029	WD: MNTHLY LEASE-METER READER -JULY '24			$517.10
	WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	517.10	
80173210	WD: BEACON WTR MTR SERVR UNIT - SEPT '24			$519.50
	WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	519.50	
		Total For: BADGER METER INC		**$1,036.60**
Vendor: BENTLEY, MARCUS J				
10102024	REIMBURSEMENT FOR COUNTY RESTITUTION			$10
	UNCLASSIFIED	REIMBURSEMENTS & REFUNDS	104.68	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: BENTLEY, MARCUS J		**$104.68**
Vendor: BIG BELLY SOLAR INC				
53873	FY '25 DWNTWN TRSH BINS 10/4/24-11/3/24			$480.00
	SANITATION/GARBAGE COLLECTION	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	480.00	
		Total For: BIG BELLY SOLAR INC		**$480.00**
Vendor: BIG BELLY SOLAR LLC				
52809	FIX HC5 SNGL ST SOLAR TRSH CNS -JUL'24			$1,317.63
	SANITATION/GARBAGE COLLECTION	OPERATIONAL SUPPLIES/EQUIPMENT	1,317.63	
52472	DWNTWN TRSH BINS 7/4/24 - 8/2/24			$480.00
	SANITATION/GARBAGE COLLECTION	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	480.00	
		Total For: BIG BELLY SOLAR LLC		**$1,797.63**
Vendor: BIG SKY INDUSTRIAL SERVICES				
093024	LSCWTP DISCHARGE POND CLEANING PAY NO. 1			$176,205.00
	WATER TREATMENT	SERVICES - INFRASTRUCTURE - R&M	176,205.00	
		Total For: BIG SKY INDUSTRIAL SERVICES		**$176,205.00**
Vendor: BILLING DOCUMENT SPECIALISTS				
96890	UTILITY BILLING REGULAR - SEPT '24			$1,245.91
	UTILITY BILLING	TECH SERVICES - UTILITY BILLING	310.62	
	UTILITY BILLING	POSTAGE	935.29	
		Total For: BILLING DOCUMENT SPECIALISTS		**$1,245.91**
Vendor: BIPIN, RADHIKA				
0000001752	REFUND OF SECURITY DEPOSIT			$1,206.45
	UNCLASSIFIED	DUE TO CUSTOMERS	0.45	
	UNCLASSIFIED	DUE TO CUSTOMERS	1,206.00	
		Total For: BIPIN, RADHIKA		**$1,206.45**
Vendor: BMW LLC				
384	TRAVERS - SKATEPARK EXPANSION AREA LIGHTS			$35,396.00
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	35,396.00	
		Total For: BMW LLC		**$35,396.00**
Vendor: BONNER COUNTY DAILY BEE				
27488 -090524	BCB#6429 24-3170-4 BRIDGE ST REHAB			$130.96
	STREET CAPITAL & PROJECTS	ADVERTISING	130.96	
0000028134-092	ORDINANCE 1427 BCB#6475 SUMMARY OF ORD			$57.74
	CITY CLERK'S OFFICE	ADVERTISING	57.74	
		Total For: BONNER COUNTY DAILY BEE		**$18**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: BONNER COUNTY PROSECUTING ATTY				
BCPA070	PROSECUTING ATTRNY SRVCS - SEPT 2024			$7,083.33
	LEGAL	OTHER PROF SERVICE - LEGAL - CRIMINAL	7,083.33	
		Total For: BONNER COUNTY PROSECUTING ATTY		**$7,083.33**
Vendor: BROWN'S NORTHSIDE				
S163163	ST: SWEEPER PARTS - WASHRS, BOLTS, LIGHTS			$58.26
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	58.26	
S163175	FUEL/WATER SEPARATOR ENGINE 1132			$84.62
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	84.62	
S162696	ST: SNOW BLOWER HEATER & THERMO WIRE			$282.87
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	282.87	
S162757	ST: SNOW BLOWER FUEL TANK STRAINER			$60.24
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	60.24	
		Total For: BROWN'S NORTHSIDE		**$485.99**
Vendor: CC VENDOR - WELLS FARGO				
67425286	WD/SC: ROD BERGET ID DOPL LICENSING			$60.00
	WASTEWATER COLLECTIONS	LICENSES/DUES & SUBSCR (JOB RELATED)	30.00	
	WATER DISTRIBUTION	LICENSES/DUES & SUBSCR (JOB RELATED)	30.00	
1Z4T93B342910	UPS - EVIDENCE SHIPPING TO BOISE LAB BY TANIA			$20.93
	POLICE DEPARTMENT	POSTAGE	20.93	
PI_3Q2AOJH1N	ECONOMIC SUMMIT -WELKER, UPTON, SUSNIS 9/25/2024			$237.00
	COMMUNITY DEVELOPMENT ADMINISTRATION	TRAINING AND TRAVEL	237.00	
114-3873804-08	TV WALL MOUNT, HDMI 4K CABLE - UTILITIES DPT			$57.18
	WASTEWATER TREATMENT	IT SUPPLIES/EQUIPMENT	57.18	
146282797-001	BASEBALL SOIL -TRAVERS PARK			$1,299.87
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	1,299.87	
146210640-001	BASEBALL SOIL MIX			$2,384.34
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	2,384.34	
114-3714036-59	SAMSUNG 55-IN TV - UTILITIES DPT			$497.99
	WASTEWATER TREATMENT	IT SUPPLIES/EQUIPMENT	497.99	
PH08767672	AMERICAN RED CROSS CPR CLASS TRAINING SUPPLIES			$208.00
	RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	208.00	
H99133/B	4 PACK OF ANTI FREEZE -NORTH 40			$42.76
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	42.76	
ORDER 88811	OWL LABS - MTG OWL 3 - UTILITIES DEPT			$945.00
	WASTEWATER TREATMENT	IT SUPPLIES/EQUIPMENT	945.00	
		Total For: CC VENDOR - WELLS FARGO		**$5,75**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: CENTURY WEST ENGINEERING CORP				
248914	WTRMAIN BOYER&CHESTNUT -ENG THRU 9/30/24			$2,782.50
	WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,782.50	
248915	FIR ST PAVING ENG. SVCS THRU 9/30/24			$3,470.00
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	3,470.00	
		Total For: CENTURY WEST ENGINEERING CORP		**$6,252.50**
Vendor: CHECKR INC				
1455219	BACKGROUND SVCS 2-CENT SVCS, 1-PLANNING, 1-REC SUP, 1-REC GYM			$261.70
	CENTRAL SERVICES DEPARTMENT	BACKGROUND CHECK SERVICES	111.23	
	PLANNING DIVISION	BACKGROUND CHECK SERVICES	65.49	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	BACKGROUND CHECK SERVICES	54.99	
	RECREATION PROGRAMS	BACKGROUND CHECK SERVICES	29.99	
		Total For: CHECKR INC		**$261.70**
Vendor: CIMLINE, INC				
34798	ST: DURAPATCHER 1000GAL TRAILER MNT TANK			$46,060.00
	STREET MAINTENANCE	CAPITAL EQUIPMENT & MACHINERY	43,560.00	
	STREET MAINTENANCE	CAPITAL EQUIPMENT & MACHINERY	2,500.00	
		Total For: CIMLINE, INC		**$46,060.00**
Vendor: CIVICPLUS INC				
319587	BIDS & RFPS MODULE FEE FOR WEBSITE			$77.55
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - WEB/CODIFICATION/AGENDA	77.55	
		Total For: CIVICPLUS INC		**$77.55**
Vendor: CLEARGOV INC				
2024-15726	FY25 DIGITAL BUDGET BOOK SUITE & TRANSPARENCY SUITE			$7,400.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - FINANCIAL TRANSPARENCY	4,950.00	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - FINANCIAL TRANSPARENCY	4,300.00	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - FINANCIAL TRANSPARENCY	(925.00)	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - FINANCIAL TRANSPARENCY	(925.00)	
		Total For: CLEARGOV INC		**$7,400.00**
Vendor: CLEARWATER SPRINGS				
866854	WWTP: DISTILLED H20 & FUEL SURCHARGE			$35.00
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	35.00	
		Total For: CLEARWATER SPRINGS		**$35.00**
Vendor: CLIENTFIRST TECHNOLOGY CONSULTING				
17201	GIS SUPPORT SRVCS - SEPT 2024 FY24			$55

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER DISTRIBUTION	TECH SERVICES - GIS SERVICES	555.00	
		Total For: CLIENTFIRST TECHNOLOGY CONSULTING		**$555.00**
Vendor: COEUR D'ALENE POWERSPORTS				
307297	REPLACE IDLE AIR CONTROL VALVE - FY 24_25 - ROW	SNOW PLOWING		$1,235.72
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	1,235.72	
		Total For: COEUR D'ALENE POWERSPORTS		**$1,235.72**
Vendor: COLEMAN OIL				
CP-0179336	MONTHLY GAS FIRE -SEPT '24			$795.75
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	34.00	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	260.15	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	51.75	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	428.77	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	21.08	
INV-229400	ST: DIESEL FOR STREET LOADER			$12.01
	STREET MAINTENANCE	FUEL - GASOLINE/DIESEL	12.01	
CP-0179299	MNTHLY FUEL CHRGS -SEPT '24			$6,256.81
	STREET MAINTENANCE	FUEL - GASOLINE/DIESEL	1,715.06	
	WATER DISTRIBUTION	FUEL - GASOLINE/DIESEL	1,357.69	
	WASTEWATER COLLECTIONS	FUEL - GASOLINE/DIESEL	457.11	
	BUILDING DIVISION	FUEL - GASOLINE/DIESEL	88.08	
	PUBLIC WORKS ADMINISTRATION	FUEL - GASOLINE/DIESEL	38.09	
	WATER TREATMENT	FUEL - GASOLINE/DIESEL	524.82	
	WASTEWATER TREATMENT	FUEL - GASOLINE/DIESEL	446.96	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	396.09	
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	968.85	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	132.03	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	132.03	
CP-0179329	SEPTEMBER FUEL CHARGES			$4,284.33
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	3,563.21	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	304.93	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	416.19	
		Total For: COLEMAN OIL		**$11,348.90**
Vendor: CONSOLIDATED SUPPLY CO.				
S012073744.001	FY23_24 - 10) S40 PVC FML CAP - ALL PARKS			
	PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	9.46	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
S012109395.001	CF SEAT W/ WHSPR CLS - MICKINNICK TRAIL FY24_25			$44.89
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	44.89	
S012104407.001	WD: CURB BOX LID REPLACEMENT & PVC PIPE			$77.30
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	77.30	
S012059285.001	WTP: PRESSURE FIRST CHECK KIT AND VALVE			$886.43
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	886.43	
S012082279.001	WD: CLAMP AND PIPE SADDLE -MAIN REPAIR			$661.83
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	661.83	
S012117258.001	SC: VAC TRUCK VALVE & STEEL PIPE ADAPTER			$156.62
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	156.62	
S012120779.001	WD: HIGHWAY 200 VALVE BOXES			$194.96
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	194.96	
		Total For: CONSOLIDATED SUPPLY CO.		**$2,031.49**
Vendor: CO-OP GAS & SUPPLY CO.				
81826	CHEM ERASER, CHEM ACTIVATOR, BOLTS - ALL PARKS			$328.35
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	328.35	
36502	ST: PROPANE FOR THERMOPLASTIC MARKING			$267.39
	STREET MAINTENANCE	PAINT & THERMO SUPPLIES/EQUIPMENT	267.39	
44758	WD: METER BOLTS & NUTS			$32.72
	WATER DISTRIBUTION	RETAIL/METER SUPPLIES/EQUIPMENT	32.72	
		Total For: CO-OP GAS & SUPPLY CO.		**$628.46**
Vendor: CULLIGAN LLC				
202409695182-2	WWTP: MNTHLY H2O & COOLER RNTL - OCT '24			$34.80
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	34.80	
		Total For: CULLIGAN LLC		**$34.80**
Vendor: DELL MARKETING L.P.				
10774905926	DEVICE UPGRADES - CITY HALL/POLICE/FIRE - 3000181792657.1			$8,154.00
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	8,154.00	
10774905934	DEVICE UPGRADES - CITY HALL/POLICE/FIRE 3000181809717.1			$3,591.00
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	3,591.00	
		Total For: DELL MARKETING L.P.		**$11,745.00**
Vendor: EJ USA INC				
110240064517	SC: (20) SEWER LIDS AND (20) RINGS			$5,760.20
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	2,729.60	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	2,680.60	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	350.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: EJ USA INC		**$5,760.20**
Vendor: ELITE TIRE & SUSPENSION INC				
143910	WD: VAC TRUCK TIRES CORRECTION			$(3,260.70)
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	(3,260.70)	
143908-1	WD: VAC TRUCK TIRES			$3,260.70
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	3,260.70	
143911	WD: VAC TRUCK TIRES			$1,766.04
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	1,766.04	
143875	ST: SERVICE CALL TO YARD - GRADER FLAT			$180.00
	STREET MAINTENANCE	SERVICES - EQUIPMENT - R&M	180.00	
		Total For: ELITE TIRE & SUSPENSION INC		**$1,946.04**
Vendor: EMSCONNECT				
11677	EMS/FIRE/CRITICAL CARE TRAINING-OCT'24			$75.00
	FIRE DEPARTMENT - SANDPOINT	TRAINING AND TRAVEL	75.00	
		Total For: EMSCONNECT		**$75.00**
Vendor: FASTENAL COMPANY				
IDCOE206855	SHOP: CAP SCREWS			$45.41
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	15.14	
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	15.13	
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	15.14	
		Total For: FASTENAL COMPANY		**$45.41**
Vendor: FATBEAM LLC				
48348	INTERNET SVCS- CITY HALL OCT '24			$406.85
	INFORMATION TECHNOLOGY DIVISION	INTERNET - FIBER/T1	406.85	
		Total For: FATBEAM LLC		**$406.85**
Vendor: FIRST COMMUNICATIONS LLC				
127159455	LONG DISTANCE PHONE CHGS - OCT 2024			$54.76
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	54.76	
		Total For: FIRST COMMUNICATIONS LLC		**$54.76**
Vendor: GALLS LLC				
029193762	PATROL BOOTS FOR OFFICER WHITE			$395.56
	POLICE DEPARTMENT	UNIFORM & CLOTHING	395.56	
		Total For: GALLS LLC		**$395.56**
Vendor: GENERAL FIRE APPARATUS INC				
19558	ALUMINUM BUMPER & RED REFLECTOR			$

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	66.08	
		Total For: GENERAL FIRE APPARATUS INC		**$66.08**
Vendor: GINNO CONSTRUCTION CO				
2414_3	TRAVERS PLAYGROUND & SPLASH PAD 9/1-9/30/24			$81,185.23
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	10,925.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,850.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	13,893.75	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	13,893.75	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	19,811.36	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS - IMPACT PARKS	19,811.37	
		Total For: GINNO CONSTRUCTION CO		**$81,185.23**
Vendor: GMP CONSULTANTS LLC				
24-739	PUBLIC WORKS DIRECTOR RECRUITMENT			$6,166.66
	PUBLIC WORKS ADMINISTRATION	OTHER PROF SERVICE - HUMAN RESOURCES	6,166.66	
		Total For: GMP CONSULTANTS LLC		**$6,166.66**
Vendor: GRAINGER INC				
9270028286	WWTP: 60PK TOILET PAPER			$112.86
	WASTEWATER TREATMENT	FACILITY SUPPLIES	112.86	
9270344113	WWTP: FACILITY BATTERIES			$279.40
	WASTEWATER TREATMENT	FACILITY SUPPLIES	279.40	
		Total For: GRAINGER INC		**$392.26**
Vendor: GRITTY LANDS DEVELOPMENT LLC				
093024	LAKE WTP ROOF COVER PAYMNT NO. 1			$56,344.00
	WATER TREATMENT	CAPITAL CONSTRUCTION SERVICES - BUILDING	56,344.00	
		Total For: GRITTY LANDS DEVELOPMENT LLC		**$56,344.00**
Vendor: HACH COMPANY				
14205071	WTP: CL17 CHEMICALS FOR TREATING WATER			$85.43
	WATER TREATMENT	LABORATORY SUPPLIES	85.43	
		Total For: HACH COMPANY		**$85.43**
Vendor: HMH ENGINEERING				
M24005-06	CEDAR ST RECON SVCS THRU 9/30/24			$19,433.20
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	16,129.56	
	WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	3,303.64	
		Total For: HMH ENGINEERING		**$19,4**
Vendor: IDAHO ASPHALT SUPPLY INC				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
4-590316	ST: TACK OIL FOR DURAPATCHING			$591.50
	STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	591.50	
		Total For: IDAHO ASPHALT SUPPLY INC		**$591.50**
Vendor: IDAHO CORRECTIONAL INDUSTRIES				
046516	2024 TSHIRT/SWEATSHIRT ORDER MULTIPLE DEPTS			$4,121.57
	WASTEWATER TREATMENT	UNIFORM & CLOTHING	257.17	
	STREET MAINTENANCE	UNIFORM & CLOTHING	431.00	
	PARK MAINTENANCE & CAPITAL	UNIFORM & CLOTHING	307.62	
	WATER DISTRIBUTION	UNIFORM & CLOTHING	361.19	
	WASTEWATER COLLECTIONS	UNIFORM & CLOTHING	361.18	
	WATER TREATMENT	UNIFORM & CLOTHING	186.86	
	BUILDING DIVISION	UNIFORM & CLOTHING	221.45	
	STREET MAINTENANCE	UNIFORM & CLOTHING	455.90	
	PARK MAINTENANCE & CAPITAL	UNIFORM & CLOTHING	367.90	
	WATER TREATMENT	UNIFORM & CLOTHING	163.50	
	WASTEWATER TREATMENT	UNIFORM & CLOTHING	277.50	
	WATER DISTRIBUTION	UNIFORM & CLOTHING	291.20	
	WASTEWATER COLLECTIONS	UNIFORM & CLOTHING	291.20	
	STREET MAINTENANCE	UNIFORM & CLOTHING	40.00	
	WASTEWATER COLLECTIONS	UNIFORM & CLOTHING	40.00	
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	40.00	
	WATER DISTRIBUTION	UNIFORM & CLOTHING	40.00	
	PARK MAINTENANCE & CAPITAL	UNIFORM & CLOTHING	20.00	
	BUILDING DIVISION	UNIFORM & CLOTHING	20.00	
	WASTEWATER TREATMENT	UNIFORM & CLOTHING	(31.26)	
	WATER DISTRIBUTION	UNIFORM & CLOTHING	(20.84)	
		Total For: IDAHO CORRECTIONAL INDUSTRIES		**$4,121.57**
Vendor: IDAHO DEPT OF ENVIRON QUALITY				
24POT0058AN	WWTP: FY24 IPDES PERMT 10/1/23 - 9/30/24			$7,328.88
	WASTEWATER TREATMENT	TECH SERVICES - REGULATORY AGENCIES	7,328.88	
		Total For: IDAHO DEPT OF ENVIRON QUALITY		**$7,328.88**
Vendor: IDAHO RURAL WATER ASSOCIATION				
E6469	2024 IRWA CONFERENCE CLAY, QUENTIN, REX - T0040, 39 & 38			$855.00
	WATER DISTRIBUTION	TRAINING AND TRAVEL	285.00	
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	285.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	285.00	
		Total For: IDAHO RURAL WATER ASSOCIATION		**$855.00**
Vendor: INSIGHT DISTRIBUTING INC				
0511098	RESTROOMS SUPPLIES-1 CS HAND SOAP			$55.97
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	55.97	
0512261-IN	WTP: ICE MELT 50#			$634.55
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	634.55	
0511629	3) CASE GOJO 5361-02 HAND WASH			$229.74
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	229.74	
		Total For: INSIGHT DISTRIBUTING INC		**$920.26**
Vendor: INTERSTATE CONCRETE & ASPHALT				
754264-1	FIR ST REHAB - CONST CNTRCT THRU 9/27/24			$466,023.28
	STREET CAPITAL & PROJECTS	CONSTRUCTION SERVICES - NON CAPITAL	278,024.96	
	WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	174,809.62	
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	13,188.70	
		Total For: INTERSTATE CONCRETE & ASPHALT		**$466,023.28**
Vendor: JACOBS ENGINEERING GROUP INC				
W3Y13702-05	A24-1910-2 PLANNER SERVICES			$5,350.59
	PLANNING DIVISION	TECH SERVICES - PLANNING	3,697.60	
	PLANNING DIVISION	TECH SERVICES - PLANNING	1,652.99	
		Total For: JACOBS ENGINEERING GROUP INC		**$5,350.59**
Vendor: JAMES A SEWELL & ASSOC LLC				
111293	RUTH&BOYER ALLEY SWR MAIN RPLCMNT FINAL			$5,179.50
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	5,179.50	
		Total For: JAMES A SEWELL & ASSOC LLC		**$5,179.50**
Vendor: JT GROUP LLC				
10042024	2'-4' BOULDERS FOR TRAVERS			$1,060.00
	JAMES E. RUSSELL SPORTS CENTER FACILITY	CAPITAL CONSTRUCTION SERVICES - BUILDING	1,060.00	
		Total For: JT GROUP LLC		**$1,060.00**
Vendor: J-U-B ENGINEERS INC				
0177555	PAVEMENT SEALCOAT DSGN 9/1/24-9/30/24			$379.90
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	379.90	
0177427	MANHOLE DSGN SRVCS 6/2/24 THRU 9/30/24			$207.00
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	207.00	
		Total For: J-U-B ENGINEERS INC		**$5**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: KELLER ASSOCIATES INC				
0242923	LSCWTP REHAB DSGN SVCS 7/28/24 - 8/24/24			$594.00
	WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	594.00	
0243001	BRIDGE ST SVCS 8/25/24 - 9/30/24			$660.00
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	660.00	
0243012	WWTP PRELIM ENGINEER REPORT SEPT '24			$55,066.90
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	55,066.90	
		Total For: KELLER ASSOCIATES INC		**$56,320.90**
Vendor: KELLEY CREATE				
37551680	MONTHLY COPIER CONTRACT -SEPT '24			$230.61
	POLICE DEPARTMENT	COPIER LEASE	230.61	
		Total For: KELLEY CREATE		**$230.61**
Vendor: LAKE CITY LAW GROUP PLLC				
38561	LEGAL SVCS - AUG-2024			$12,417.50
	LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	12,417.50	
39107	LEGAL SERVICES- SEPT '24			$11,702.50
	LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	11,702.50	
		Total For: LAKE CITY LAW GROUP PLLC		**$24,120.00**
Vendor: LOGAN SIMPSON DESIGN INC				
35010	COMPREHENSIVE PLAN UPDATE- 6/29-8/30/24			$4,431.43
	GENERAL GOVERNMENT PROJECTS	PLANNING COMP PLAN SERVICES	4,431.43	
		Total For: LOGAN SIMPSON DESIGN INC		**$4,431.43**
Vendor: MICHAEL D. TERRELL				
6031	TRAVERS TENNIS COURT REHAB DSGN SVCS			$271.25
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	271.25	
6021	TRAVERS-PLAYGROUND & SPLASHPAD DSGN SRVCS			$4,339.18
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,169.59	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,169.59	
		Total For: MICHAEL D. TERRELL		**$4,610.43**
Vendor: MILLER PAINT COMPANY INC				
83901193	FY24_25 - WATER BASE TOP COAT - ALL PARKS			$43.95
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	43.95	
83901030	PAINTING SUPPLIES - LAKEVIEW RESTROOM			$371.38
	PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	371.38	
		Total For: MILLER PAINT COMPANY INC		**$4**
Vendor: NAPA AUTO PARTS				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
202832	SC: VAC TRUCK TIP CLEANER AND CONSOLE			$20.05
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	20.05	
202801	2YR WTY BAT, CORE DEPOSIT - S10 CHEVY 2001 - ALL PARKS-FY24_25			$126.56
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	126.56	
		Total For: NAPA AUTO PARTS		**$146.61**
Vendor: NORA SCOTT				
OCTCONTRACA	CONTRA DANCE FRIDAY OCT 11_2024 CALLER			$75.00
	RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	75.00	
		Total For: NORA SCOTT		**$75.00**
Vendor: NORTH 40 OUTFITTERS				
046152/B	RV ANTIFREEZ - WINTERIZING OUTBLDNGS			$525.00
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	250.00	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	100.00	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	175.00	
46249/B	WD: AA BATTERIES			$13.99
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	13.99	
46258/B	4 UBOLTS & 2 MOWER BLADES- SPRTS CMPLX-			$53.94
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	53.94	
046275/B	WTP: 2" FLEX QWIK CAP - QTY 3			$17.97
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	17.97	
046261/B	WWTP: HOME DEFENSE INSECT KILLER			$49.98
	WASTEWATER TREATMENT	FACILITY SUPPLIES	49.98	
046325/B	WWTP: INSULATION FOAM & UTILITY HEATER			$44.88
	WASTEWATER TREATMENT	FACILITY SUPPLIES	44.88	
046267/B	WTP: 24" MAGNETIC SWEEPER			$57.99
	WATER TREATMENT	FACILITY SUPPLIES	57.99	
		Total For: NORTH 40 OUTFITTERS		**$763.75**
Vendor: NORTHERN LIGHTS				
3521200-092724	ANNUAL SECURITY/YARD LIGHTS - FY'24			$1,063.56
	WASTEWATER COLLECTIONS	ELECTRICITY	1,063.56	
09272024	MONTHLY UTILITIES SEPTEMBER '24			$811.71
	WATER TREATMENT	ELECTRICITY	266.76	
	WATER TREATMENT	ELECTRICITY	127.14	
	WATER TREATMENT	ELECTRICITY	128.99	
	WASTEWATER COLLECTIONS	ELECTRICITY	51.83	
	WASTEWATER COLLECTIONS	ELECTRICITY	45.04	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	STREET MAINTENANCE	ELECTRICITY	21.98	
	STREET MAINTENANCE	ELECTRICITY	44.18	
	WASTEWATER COLLECTIONS	ELECTRICITY	41.46	
	GENERAL GOVERNMENT PROJECTS	ELECTRICITY	84.33	
		Total For: NORTHERN LIGHTS		**$1,875.27**
Vendor: OXARC INC				
0032171841	CITY HALL BULLET PROOFING - CITY HALL			$242.98
	GOVERNMENT BUILDING & GROUNDS DIVISION	FACILITY SUPPLIES	242.98	
0061834996	WWTP: CHLORINE & SPECIALTY GASES -SEPT '24			$139.80
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	139.80	
0061837677	WTP: CHLORINE CYL RENTAL			$15.30
	WATER TREATMENT	CHEMICAL SUPPLIES	15.30	
		Total For: OXARC INC		**$398.08**
Vendor: PACIFIC STEEL & RECYCLING				
8839286	SC: LIFT STATION WET WELL KEYS			$12.24
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	12.24	
		Total For: PACIFIC STEEL & RECYCLING		**$12.24**
Vendor: PAPE MACHINERY INC				
15590416	1 ROW TREE - BACK ORDER FILL			$123.99
	PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	123.99	
		Total For: PAPE MACHINERY INC		**$123.99**
Vendor: PASSWORD ANSWER SERVICE INC				
352-1002841	AFTER HOURS ANSWER SERVICE AUG'24			$203.16
	PUBLIC WORKS ADMINISTRATION	TELEPHONE - LANDLINE & OTHER	203.16	
		Total For: PASSWORD ANSWER SERVICE INC		**$203.16**
Vendor: PEAK INDUSTRIAL INC - PEAK MACHINERY				
PSI-408455	SERVICES DOWN ON STREET SKID STEER			$5,684.41
	STREET MAINTENANCE	SERVICES - EQUIPMENT - R&M	5,305.98	
	STREET MAINTENANCE	SERVICES - EQUIPMENT - R&M	378.43	
PSI-418169	ST: S630 SKID STEER REPAIR PARTS			$1,242.30
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	1,242.30	
		Total For: PEAK INDUSTRIAL INC - PEAK MACHINERY		**$6,926.71**
Vendor: PEAK SAND & GRAVEL INC				
101917	3/4" BASE TYPE B FOR TRAVERS SKATE PARK			$213.89
	PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	213.89	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: PEAK SAND & GRAVEL INC		**$213.89**
Vendor: PITNEY BOWES GLOBAL FINANCIAL SERVI				
3319602236	POSTAGE METER LEASE - FY 25- OCT 01-DEC 31 2024			$165.00
	CENTRAL SERVICES DEPARTMENT	POSTAGE LEASE	165.00	
		Total For: PITNEY BOWES GLOBAL FINANCIAL SERVI		**$165.00**
Vendor: PUBLIC SAFETY TESTING INC				
2024-1028	SUBSCRIPTION FEES Q3- FIREFIGHTER TESTING JULY'24-SEPT'24			$133.00
	CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURCES	133.00	
		Total For: PUBLIC SAFETY TESTING INC		**$133.00**
Vendor: REHN & ASSOCIATES				
INV-00204684	COBRA NOTICE LETTER - R BIPIN			$25.00
	CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURCES	25.00	
		Total For: REHN & ASSOCIATES		**$25.00**
Vendor: SAND CREEK CUSTOM WEAR				
08782	SPD-HATS W/POLICE LOGO			$268.18
	POLICE DEPARTMENT	UNIFORM & CLOTHING	268.18	
		Total For: SAND CREEK CUSTOM WEAR		**$268.18**
Vendor: SANDPOINT BUILDING SUPPLY				
2481841	WTP: 16" HAND MAG, EDGER, 80# CONCRETE			$92.44
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	92.44	
2479003	2) RETRACTABLE TIE DWN - ALL PARKS			$33.98
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	33.98	
2478985	REBAR, DG FIR 2X6X10, 10) PRE MIX CONCRETE - ALL PARKS			$98.26
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	98.26	
		Total For: SANDPOINT BUILDING SUPPLY		**$224.68**
Vendor: SIRCHIE ACQUISITION CO LLC				
0666388-IN	EVIDENCE PROCESSING SUPPLIES			$38.08
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	38.08	
		Total For: SIRCHIE ACQUISITION CO LLC		**$38.08**
Vendor: SONRAY ENTERPRISES LLC				
PAYMENT (2) 09	FIFTH&PINE TRAFFIC SIG SVCS THRU 9/20/24			$58,886.70
	STREET CAPITAL & PROJECTS	CONSTRUCTION SERVICES - NON CAPITAL	58,886.70	
		Total For: SONRAY ENTERPRISES LLC		**$58,886.70**
Vendor: SOUND UNIFORM SOLUTIONS				
9862-3	UNIFORM JUMPSUIT OFFICER HOPMAN			$4

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	POLICE DEPARTMENT	UNIFORM & CLOTHING	498.50	
9864-3	UNIFORM JUMPSUIT OFICER TRUMBLE			$558.50
	POLICE DEPARTMENT	UNIFORM & CLOTHING	558.50	
9881-3	UNIFORM JUMPSUIT-OFFICER BRIGGS			$498.50
	POLICE DEPARTMENT	UNIFORM & CLOTHING	498.50	
		Total For: SOUND UNIFORM SOLUTIONS		**$1,555.50**
Vendor: SOUTH FORK HARDWARE (PARKS)				
389062	BATTERIES, GRDN KNIFE, GEL THREADLOCKER - TRAVERS			$58.39
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	58.39	
389064	PAINT, GARBAGE BAGS, NTS & BOLTS, HEX BIT SCKT - BEACH			$274.06
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	274.06	
389067	WSTBSKT, INSCT KLLR, SPDR KLLR - CITY HALL FIRE DEPT			$24.27
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	24.27	
388958	3) TRSHBG, 2) PNT RLLRS - LAKEVIEW RESTROOMS FY24_25			$23.85
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	23.85	
385339	MORTAR MIX 60# - ROW PLANTERS			$10.99
	PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	10.99	
		Total For: SOUTH FORK HARDWARE (PARKS)		**$391.56**
Vendor: SOUTH FORK HARDWARE (PUB WKS)				
388989	WWTP: NUTS&BOLTS, 2 9V BATTERIES			$83.47
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	83.47	
		Total For: SOUTH FORK HARDWARE (PUB WKS)		**$83.47**
Vendor: SPOKANE TESTING SOLUTIONS				
17287	DOT TESTING - 2 PW UTILITY			$120.00
	WASTEWATER COLLECTIONS	OTHER PROF SERVICE - MEDICAL	60.00	
	WATER DISTRIBUTION	OTHER PROF SERVICE - MEDICAL	60.00	
		Total For: SPOKANE TESTING SOLUTIONS		**$120.00**
Vendor: SRM-KODIAK AMERICA LLC				
KI958	ST: SNOW BLOWER COIL PLUG & WIRING			$1,764.88
	STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	1,764.88	
		Total For: SRM-KODIAK AMERICA LLC		**$1,764.88**
Vendor: STONEWAY ELECTRIC SUPPLY				
S104454599.001	2) ELECTRONIC LAMP BALLAST - INTERPERATIVE CENTER			$46.41
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	46.41	
		Total For: STONEWAY ELECTRIC SUPPLY		**$**
Vendor: SUSAN WOGTECH				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
OCTOBERCONT	CONTRA DANCE FRIDAY OCT 11, 2024 - BAND			$225.00
	RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	225.00	
		Total For: SUSAN WOGTECH		**$225.00**
Vendor: TISCHLER BISE, INC				
202401006	2024-DVLPMNTL IMPACT FEE STUDY SEPT '24			$9,214.00
	GENERAL GOVERNMENT PROJECTS	IMPACT FEE STUDY	9,214.00	
20240906	2024-DVLPMNTL IMPACT FEE STUDY- AUGUST '24			$7,369.00
	GENERAL GOVERNMENT PROJECTS	IMPACT FEE STUDY	7,369.00	
		Total For: TISCHLER BISE, INC		**$16,583.00**
Vendor: TORK ELECTRIC INC				
8100	ON CALL ELECTRICAL SERVICES - SEPT '24			$160.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	TECH SERVICES - ELECTRICAL	90.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	TECH SERVICES - ELECTRICAL	70.00	
8098	WWTP: ON CALL ELECTRICAL SERVICES - FY 2024			$360.00
	WASTEWATER TREATMENT	TECH SERVICES - ELECTRICAL	360.00	
8099	RETROFIT TO LED LAMPS -OUTSIDE FIRE DEPT			$2,180.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	TECH SERVICES - ELECTRICAL	2,180.00	
		Total For: TORK ELECTRIC INC		**$2,700.00**
Vendor: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC				
5922531-202409	BACKGROUND SERVICES - INVESTIGATION, SEPT '24			$135.00
	POLICE DEPARTMENT	TECH SERVICES - FORENSIC	135.00	
		Total For: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC		**$135.00**
Vendor: VERIZON WIRELESS				
9974323320	WIRELESS PHONE/DATA CHGS AUG21-SEPT20 2024			$488.27
	WATER TREATMENT	TELEPHONE - WIRELESS	40.01	
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	121.75	
	WASTEWATER TREATMENT	TELEPHONE - WIRELESS	41.73	
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	284.78	
		Total For: VERIZON WIRELESS		**$488.27**
Vendor: WASTE MANAGEMENT OF IDAHO INC				
0235240-1827-4	CITY REFUSE/WASTE CHGS SEPT 2024			$5,320.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	640.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	3,120.00	
	WASTEWATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	160.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	40.00	
	PUBLIC WORKS ADMINISTRATION	DISPOSAL (GARBAGE) SERVICES	240.00	
	WATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	160.00	
10042024	REFUSE AND WASTE CHARGES SEPT '24			$50,202.94
	SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	50,202.94	
		Total For: WASTE MANAGEMENT OF IDAHO INC		**$55,522.94**
Vendor: WATERFRONT PROPERTY MANAGEMENT				
54158	FIRE BOAT FUEL -SEPT			$119.65
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	119.65	
		Total For: WATERFRONT PROPERTY MANAGEMENT		**$119.65**
Vendor: ZIPLY FIBER				
6708 - 0922224	PHONE CHGS-CITY HALL 9/22-10/21/24			$100.00
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	100.00	
		Total For: ZIPLY FIBER		**$100.00**

Grand Total: $1,274,846.11

Councilor Signature: _____ Date: _____

Payroll Total: $738,504.07

Councilor Name: RICK HOWARTH

Grand Total: $2,013,350.18

10/2/2024

CITY OF SANDPOINT
Employee Benefits Compensation Report
From 09/01/2024 - 09/30/2024

Employee ID	WAGES Employer Total	MEDICAL Employer Total	DENTAL Employer Total	SUPPLEMENTAL Employer Total	TAXES Employer Total	RETIREMENT Employer Total	Employer Total
TOTALS	538,858.00	75,909.23	3,690.00	13,717.84	36,158.96	70,170.04	738,504.07

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 02, 2024

MEETING DATE: October 16, 2024

TO: City Council

FROM: Cheryl Hughes, Central Services Director

SUBJECT: Award Agreement for the 2024 ITD, Office of Highway Safety Grant

DESCRIPTION/BACKGROUND:

The Idaho Transportation Department's Office of Highway Safety (OHS) provides grant funding for efforts addressing specific behavior-related traffic safety priority areas. The grant areas the City intends to focus on are: Impaired Driving, Aggressive Driving, Distracted Driving, and Occupant Protection. Grants may be awarded for assisting OHS in targeting traffic safety deficiencies, expansion of an ongoing activity, or development of a new program or intervention.

The National Highway Traffic Safety Administration (NHTSA) Highway Safety Funds, by law, cannot be used for highway construction, maintenance, or design. Requests for NHTSA grant funds are not appropriate for projects such as safety barriers, turn lanes, traffic signals, or crosswalk markings. Additionally, funds cannot be used for facility construction or for the purchase of office furniture. Due to limited funding, OHS does not fund the purchase of vehicles.

The grant funding period is from October 01, 2024 – September 30, 2025.

The City of Sandpoint intends to utilize these grant funds for the following focus areas:

1. Impaired Driving

   Impaired Driving – Includes impaired driving (alcohol/drugs), youth alcohol programs, and community prevention/intervention programs, to include one or more of the following activities: specialized enforcement, education, training, and public information efforts.

2. Distracted Driving

   Distracted Driving – Includes efforts to create public awareness, enforce the existing hands-free law, and other high risk distracted driving behaviors, to include one or more of the following activities: specialized enforcement, education, and public information efforts.

3. Aggressive Driving

   Aggressive Driving – Includes speeding, red light running, failure to yield, following too close, and other high risk aggressive driving behaviors, to include one or more of the following activities: specialized enforcement, education, and public information efforts.

4. Occupant Protection

   Occupant Protection – Includes seat belt use awareness, seat belt enforcement, special needs, teens, minority programs, and other education programs, to include one or more of the following activities: education, training, enforcement, usage and attitudinal surveys, and public information efforts.

STAFF RECOMMENDATION:

Staff asks City Council to consider approval to enter into an agreement with ITD for the Office of Highway Safety Grant award of $52,000 with the City required match of $13,000 (25%) for the Selective Traffic Enforcement Program.

ACTION:

City Council approves entering into an agreement with ITD for the Office of Highway Safety Grant award of $52,000 with the City required match of $13,000 (25%) for Selective Traffic Enforcement Program.

WILL THERE BE ANY FINANCIAL IMPACT? Yes – $52,000 grant funds and City share of $13,000

HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

Proposed Resolution

ITD – Office of Highway Safety Grant

No: 24-
Date: October 16, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: ACCEPTING IDAHO TRANSPORTATION DEPARTMENT / OFFICE OF HIGHWAY SAFETY GRANT AWARD TO FUND POLICE DEPARTMENT SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

WHEREAS: On December 20, 2023, under Res 23-094, Sandpoint City Council authorized an application from the City for a National Highway Traffic Safety Administration (NHTSA) Highway Safety grant from the Idaho Transportation Department's Office of Highway Safety (OHS) to be used for the Police Department's Selective Traffic Enforcement Program in the areas of Impaired Driving, Aggressive Driving, Distracted Driving, and Occupant Protection;

WHEREAS: As noted and acknowledged with Council's authorization to apply, this grant requires a 25% match from the recipient for qualifying expenses, which can include regular wages and vehicle mileage;

WHEREAS: Following application submittal, the City has been notified of a $52,000 grant award, with a City match requirement of $13,000; and

WHEREAS: Funds for grant match requirements have been included in the approved and adopted FY2025 budget.

NOW, THEREFORE, BE IT RESOLVED THAT: The City hereby accepts the grant award, as outlined above, including, and with an understanding regarding, the match requirement.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized, on behalf of the City, to sign the Certifications and Assurances for Highway Safety Grants, 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

OFFICE OF HIGHWAY SAFETY

PROGRAM Name: Sandpoint Police Department - STEP
NHTSA Federal Project ID: PT-2025-17-00-00
State Program Number: SPT2517
FAIN: 69A37525300004020ID0

PROBLEM STATEMENT

The Idaho Transportation Department's Office of Highway Safety (OHS) is committed to the elimination of deaths, serious injuries, and economic losses from motor vehicle crashes in Idaho. To make progress, OHS is dedicated to supporting interventions that promote safety on Idaho roads for all who use them. Funding provided to the Sandpoint Police Department will enhance programs and activities that advocate safe travel on North Idaho's transportation system.

Program Area: Traffic Enforcement Services
Countermeasure Strategy: Traffic Enforcement Services Support High Visibility Enforcement

The City of Sandpoint is located at a crossroads between State Highway 95 and State Highway 2 surrounded by Lake Pend Oreille and the Selkirk, Cabinet, and Bitterroot mountain ranges, attracting a significant number of tourists and seasonal residents. The resident population of Sandpoint, as of the 2020 Census, is 8,639, but has grown since, and the seasonal population grows exponentially to an estimated 20,000. Additionally, Sandpoint is a walking and biking town encompassing only 4.56 square miles. There is a significant amount of vehicular traffic in a condensed footprint that poses a safety risk to those bicycling and walking in the community, as well as others traveling within the city. The increasing challenge is the amount of traffic enforcement and education needed with the limited amount of resources available at the Sandpoint Police Department.

PERFORMANCE TARGET

Maintain the 5-year average number of traffic crash fatalities at 238 or fewer and the number of speed fatalities to 42 or fewer statewide.

Sandpoint 2023 Population (in 1,000s)	Number of Crashes			Number of Persons		Fatal and Injury Crash Rate per 1,000 population
	Total	Fatal	Injury	Killed	Injured	
10.0	93	0	20	0	24	2.0

(Source: Idaho 2023 Crash Report)

OBJECTIVE

-Reduce the impact aggressive, impaired, and distracted driving has on the Sandpoint community by increasing enforcement, education, and outreach.
-Bring awareness to driving behaviors that pose a hazard to drivers and other road users.
-Increase seat belt use and improve safety for those walking and biking.

-Increase the number of traffic stops, warnings, and citations by a minimum of 10% from calendar year 2023's average of six citations and 16 stops per day.

GRANT TASKS AND DELIVERABLES

Sandpoint Police Department's planned events for enforcement, education, and outreach activities include the following:

Halloween: October 28 – November 3, 2024, Aggressive Driving

National Seat Belt Day: November 10 – 16, 2024, Occupant Protection

New Year's: December 24, 2024 – January 05, 2025, Impaired Driving

Lost in the Fifties: May 10 – 19, 2025, Impaired Driving and Aggressive Driving

Operation Grad Night: May 18 – 25, 2025, Impaired Driving

Independence Day: June 22 – July 6, 2025, Impaired Driving

Festival at Sandpoint: July 24 – August 4, 2025, Impaired Driving and Aggressive Driving

Pend Oreille Arts Council Festival: August 4 – 11, 2025, Occupant Protection, Aggressive Driving, and Distracted Driving

Start of School: September 2 – 15, 2025, Distracted Driving and Aggressive Driving

Enforcement will be through STEP shifts, education and outreach activities will include community interaction by participating at the event, and awareness through social media.

OTHER GRANT REQUIREMENTS

1. Grantee agrees to the CERTIFICATIONS AND ASSURANCES and will comply as applicable. **PAGE 11 MUST BE SIGNED AND SUBMITTED** with the other Highway Safety Grant documents.

2. System for Award Management (SAM) is required when receiving federal awards or federal funds. This may be accessed at http://www.sam.gov.

    a. The Grantee agrees it will maintain a current registration in the System for Award Management (SAM.gov) at all times during which it has active federal awards. The Grantee will have a UEI (Unique Entity Identifier) which is generated in SAM.gov.

b. If OHS discovers the Grantee, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting, grant may be terminated immediately.

3. Code of Conduct: No employee, officer, or agent of the Grantee shall participate in the selection, award or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:
   a. The employee, officer or agent.
   b. Any member of his or her immediate family.
   c. His or her partner.
   d. An organization which employs, or is about to employ any of the above-listed.

   The grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from grantees, potential grantees, or parties to sub-agreements.

   The grantee guarantees it has not entered into any form of collusion with anyone, involving any form of payment, dependent upon or resulting from the award of this grant, contract or subcontract(s).

4. Conferences, Inspection of Work, Grant Monitoring: Conferences may be held at the request of either party to this Agreement. A representative of OHS and/or the U.S. Department of Transportation can visit the site for the purpose of inspection and/or assessment of work being performed at any time.

5. Travel: Grant related local vicinity travel, travel to other parts of the state, and travel outside the state must conform to state policies and procedures. Allowable reimbursements cannot be greater than those authorized for state employees, and reimbursements will be made to the Grantee for grant project travel. State policy requires economical and practical modes of travel, as well as moderate dining and lodging.

6. Tax and Compensation Liability: OHS will not incur any liability for worker compensation, FICA, withholding tax, unemployment compensation, or any other payment, which is not a part of the grant Agreement.

7. Responsibility for Claims and Liability: ITD, OHS, NHTSA, FHWA and the U.S. Department of Transportation shall be responsible only for the acts, omissions or negligence of such agency's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code section 6-902. Nothing in this Agreement shall extend the tort responsibility or liability of either ITD or Idaho State Police beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 et seq. Each party shall be

responsible for damage to property of the other party caused by its employees in the performance of the Agreement to the extent funds are legally available.

8. Failure to comply with any of the terms of this Agreement, which includes the Grant Procedure Manual, may jeopardize grantee in receiving future funding from OHS.

9. Personally Identifiable Information (PII). As noted under 2 CFR chapter 1, Chapter II, Part 200:

    a. §200.79 Personally Identifiable Information (PII). PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
    b. §200.82 Protected Personally Identifiable Information (Protected PII). Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, and criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.
    c. §200.303 Internal Controls. The non-Federal entity must (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

10. The Contractor agrees to comply with requirements of both the grant agreement and Grant Procedure Manual. Periodic changes and additions in the manual may be necessary to meet changing federal or state laws, or to improve program management and fiscal procedures. OHS will notify the contractor in writing of any such changes or additions.

The following are to be signed and submitted before you will be granted a notice to proceed:

ITD 667 OHS Grant
Certification and Assurances 2025

ADMINISTRATIVE EVALUATION
Evaluation activities will be conducted on a routine basis to ensure grant objectives are being met. The following information will be provided as part of regular reporting to OHS:

1. Provide the number of grant-funded saturation patrols conducted and statewide saturation patrols (mobilizations) in which the grantee participated. Other than the pre-

scheduled traffic enforcement mobilization periods set by OHS, when and where did the grantee conduct the traffic enforcement saturation patrols?

2. Did the grantee take a zero tolerance for unrestrained vehicle occupants, including children?

3. Did the grantee conduct public education, outreach, and awareness activities? Please describe.

4. Were claims and reports submitted in a timely manner?

IMPACT EVALUATION

Using available data and reports, the grantee will assess the change in incidence of impaired driving, aggressive driving, distracted driving, and occupant protection use in fatal and serious injury crashes during the grant period.

1. Did the grantee succeed in reducing the number of fatal and serious injury crashes?

2. Did the grantee succeed in increasing public awareness regarding traffic safety? What methods were used to increase awareness?

FUNDING SOURCE

Fiscal Year	Funding Source CFDA	Funding Award Amount	FAIN (Federal Award Identification Number)	Match Amount
FFY 2025	20.600	$52,000	69A37525300004020ID0	$13,000

This project does not include indirect costs.

AUDIT

This project will be audited by the State Legislative Audit Program on a biennial basis. This audit process is the customary mechanism employed by the state of Idaho in accordance with Idaho Code 67-449, which is in harmony with OMB circular A-128.

The grant will be audited during the annual audit conducted by the Contractor.

CITY OF SANDPOINT FINANCIAL CONTACT

Financial claims will be processed by:
Agency _____
Name & Title _____
Phone _____
Email _____

CITY OF SANDPOINT EEO/HUMAN RESOURCES LIAISON

Agency_____
Name & Title _____
Phone _____
Email _____

ITD OFFICE OF HIGHWAY SAFETY CONTACT

Agency Representatives: Josephine Middleton, Highway Safety Manager
Josephine.Middleton@itd.idaho.gov
208-334-8112

Jillian Garrigues, Grants/Contracts Officer
Jillian.Garrigues@itd.idaho.gov
208-334-8557

Physical Address: 3293 W Jordan Street, Boise, Idaho 83703
Mailing Address: PO Box 7129, Boise, Idaho 83707-1129

ITD FINANCIAL CONTACT

Nancy Farnsworth
Financial Services
Idaho Transportation Department
Email: Nancy.Farnsworth@itd.idaho.gov

APPENDIX A TO PART 1300
CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS

GENERAL REQUIREMENTS

The Grantee will comply with applicable statutes and regulations, including but not limited to: 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended. Sec. 1906, Public law 109-59, as amended by Sec. 25024, Public Law 117-58. 23 CFR Part 1300-Uniform Procedures for State Highway Safety Grant Programs. 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 2 CFR Part 1201-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

FEDERAL FUNDING ACCOUNTBILITY AND TRANSPARENCY ACT (FFATA)

The Sub-grantee will comply with FFATA guidance, *0MB Guidance on FFATA Subaward and Executive Compensation Reporting,* August 27, 2010, (https://www.fsrs.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting 08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:
Name of the entity receiving the award.

- Amount of the award.
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source.
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action.
    - o Unique entity identifier (generated by **SAM.gov).**
- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received-
  (I) 80 percent or more of its annual gross revenues in Federal awards.
  (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or l5(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;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits

++discrimination on the basis of race, color, national origin).

- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation Education of Title VI of the Civil Rights Act of 1964);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of l973, (23 USC 324 et seq.). and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex).
- Section 504 of the Rehabilitation Act of 1973. (29 U.S.C. 794 el seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27.
- The Age Discrimination Act of 1975. as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age).
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III c (the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations).
- Executive Order 13166, Improving Access to services for Persons with Limited English Prof1dency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP)).
- Executivee Order 13985. Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- Executive Order J3988. Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race. color, or national origin, be excluded, from participation in. be denied the benefits /, or he otherwise subjected 10 discrimination under any program or activity. for which the Recipient receives Federal financial assistance, from DOT including NHISA"

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient, in accordance with the provisions of Title V 1 of the Civil Rights Act 1964 (78 Stat. 252. 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) Win every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Sub-grantee also agrees to comply with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The sub-grantee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Sub-grantee will provide a drug-free workplace by:

a. 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.
b. Establishing a drug-free awareness program to inform employees about:
    I. The dangers of drug abuse in the workplace.
    2. The grantee's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs.
    3. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
    4. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
    1. Abide by the terms of the statement.
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted-
    1. Taking appropriate personnel action against such an employee, up to and including termination.
    2. 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.
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The Sub-grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508). which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect *(e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of / CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in

denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, p1·incipal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9. subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with **2 CFR** parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9. subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https:*1, 11ww.sam.gov/).*
9. Nothing contained in the foregoing shall be construed to require establishment of a system

of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant **in** a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under **48 CFR** part 9. subpart 9.4. suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
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 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, civil judgment, debarment, suspension, ineligible, participant, pe1·son, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under **48 CFR** part 9,

subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
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8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. 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 participating in covered transactions by any Federal department or agency.
2. 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.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub awardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by **NHTSA** or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsa(ety.org*. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Sub-grantees are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. Sub-grantees are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

I understand that my statements in support of the State's application for Federal grant funds. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Signature, Contractor Representative _____ Date: _____

Printed name of Contractor Representative: _____

ITD-667 07/24 Ex

HIGHWAY SAFETY GRANT

Idaho Transportation Department Office of Highway Safety

Item # 3.

OFFICE OF HIGHWAY SAFETY

PO Box 7129
Boise, ID 83707-1129
Phone: (208) 334-8100
Fax: (208) 334-4430

FOR OHS USE ONLY

Grant Project Name: Sandpoint Police Department - STEP

Grant Project Number/s:

PT-2025-17-00-00	SPT2517	$52,000

Effective Date: From Oct. 1, 2024 To Sept. 30, 2025

FAIN:69A37525300004020ID0 **CFDA: 20.600** **EIN: 82-6000258**

1. **AGENCY** Sandpoint Police Department
   Address 1123 Lake Street
   Sandpoint, ID 83864

2. **GRANT MANAGER** Jillian Garrigues
   Title Grants/Contracts Officer
   Address PO Box 7129
   Boise, ID 83707
   Phone 208-334-8557
   Email Address jillian.garrigues@itd.idaho.gov

3. **GOVERNMENT UNIT/AUTHORIZING OFFICIAL**
   Name Jeremy Grimm
   Title Mayor
   Address 1123 Lake Street
   Sandpoint, ID 83864
   Phone 208-263-3309
   Email Address jgrimm@sandpointidaho.gov

GRANT REVISION SUMMARY

Date	Type*	By

*Type:
BCC = Budget Category Change
IFF = Increase In Federal Funds
PPC = Participation Percentage Change
AC = Activity Change
GMC = Grant Manager Change
DFF = Decrease in Federal Funds

4. **GRANT INFORMATION**

Funding Source	Percentage	Amount	Local Benefit	Amount
Local (match)	25%	$13,000	100%	$52,000
Federal	75%	$52,000	N/A	

5. **ACCEPTANCE OF CONDITIONS:**
It is understood and agreed by the below-signed that a grant received as a result of this application is subject to Public Law 89-564 as amended (Highway Safety Act of 1996) and Idaho statutes and all administrative regulations governing grants established by the U.S. Department of Transportation and the State of Idaho. It is agreed that this grant constitutes an official part of the state's Highway Safety Program and that said applicant agency will meet the requirements as set forth herein, including accompanying Schedules A and B which are incorporated herein and made a part of this contract. It is further agreed that applicant agency will be bound to those requirements set forth in the Highway Safety Grant Procedure Manual, published by the Idaho Office of Highway Safety. These requirements include Equal Opportunity assurance, provisions of the Hatch Act, OHS provisions for equipment purchase and maintenance, propriety of copyrights, and inventions and patents. The Office of Highway Safety make no representation or guarantee regarding the availability of federal highway safety funds, and reimbursement of applicant agency costs is subject to such availability.

6. **AUTHORIZING SIGNATURES**

Grant Manager Date

Authorizing Official Date

Highway Safety Manager Office of Highway Safety	Date Approved

ITEMIZATION OF BUDGET

Idaho Transportation Department Office of Highway Safety

ITD-667B 08-24 (Schedule B)

Project Title: Sandpoint Police Department - STEP

	BUDGET	
	State/Local	Federal
PERSONNEL COSTS (HS H901)		
Salaries - Regular plus Benefits	$ 10,789.00	$ 52,000.00
	$ -	$ -
	$ 10,789.00	$ 52,000.00
TRAVEL (HS H902)		
Mileage accumulated during traffic enforcement activities	$ 2,211.00	$ -
	$ -	$ -
Subtotal Travel	$ 2,211.00	$ -
CONTRACTUAL SERVICES (HS H903)		
	$ -	$ -
	$ -	$ -
Subtotal Contractual Services	$ -	$ -
CONSUMABLES (HS H904)		
	$ -	$ -
	$ -	$ -
Subtotal Commodities	$ -	$ -
DIRECT COSTS (HS H905)		
	$ -	$ -
Subtotal Other Direct Costs	$ -	$ -
INDIRECT COSTS (HS H906)		
	$ -	$ -
	$ -	$ -
Subtotal Indirect Costs	$ -	$ -
TOTAL	$ 13,000.00	$ 52,000.00

Federal Share not to exceed: $ 52,000.00

Revision #: _____

Project Title: Sandpoint Police Department - STEP

Date: 10/1/2024

Program No.: SPT2517

(list all) _____

_____

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 9, 2024

MEETING DATE: October 16, 2024

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Construction Manager

SUBJECT: Award Agreement A24-3170-4 to Stewart Contracting, Inc for the Bridge Street Bridge Rehabilitation Project

DESCRIPTION/BACKGROUND:

Built in 1969, Sandpoint's Bridge Street Bridge over Sand Creek is now 55 years old. This bridge connects downtown Sandpoint to City Beach and the Lake Water Treatment Plant.

The Idaho Transportation Department (ITD) conducts biennial inspections of the bridge to ensure public safety in line with the National Bridge Inspection Standards (NBIS). These inspections include repair recommendations, load ratings, and decisions on load postings and closures for deficient bridges. The City's 2021 Multimodal Transportation Master Plan (MTMP) identified the bridge as functionally obsolete and in need of replacement. Anticipating that securing project funding may take several years, in 2023 the City engaged Keller Associates to prepare a Feasibility Plan assessing and recommending rehabilitation work over the next ten years. The Feasibility Plan recommends protective measures to maintain the capacity of the steel shell piles. This project will involve applying a protective coating to preserve the bridge's pile piers and cross bracing, preventing further deterioration, as recommended.

On August 21, 2024, City Council approved design of the Bridge Street Bridge Rehabilitation project and authorized staff to finalize the construction documents and advertise the project for construction bids (Resolution 24-058).

The project was bid in accordance with Idaho Code 67-2805(2), Category A and the City of Sandpoint procurement requirements. One bid add alternative was included within this solicitation, to include steel shell pile rehabilitation on the pedestrian bridge. Bids were opened on October 3, 2024. A total of four bids were received. After evaluation of bids, Stewart Contracting, Inc. was determined to be the lowest responsive and responsible bidder with a total bid amount, inclusive of add alternative, of $445,200.00. A summary of the bid results is attached.

The project will be completed by early spring of 2025. Funding for this project is by the Street General Fund.

STAFF RECOMMENDATION:

Staff recommends award of contract A24-3170-4 to Stewart Contracting, Inc. in the total amount of $445,200.00 for the Bridge Street Bridge Rehabilitation Project.

ACTION:

Move to approve the Staff recommendation and authorize the Mayor to sign the contract documents.

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

ATTACHMENTS:

1. Proposed Resolution
2. Bid Summary - Bridge Street Bridge Rehabilitation Project
3. Contract A24-3170-4 Bridge Street Bridge Rehabilitation Project

BID RESULTS OVERVIEW
BID NO. 24-3170-4 BRIDGE STREET BRIDGE REHABILITATION PROJECT
Prepared By: City of Sandpoint
Date: October 3, 2024 2:00:00PM

Bidder	Base Bid	Add. Alt. 1
C.E. Kramer Crane and Contracting	$627,280	$169,200
Combined Construction, Inc.	$665,500	$227,960
S&L Underground	$519,600	$168,600
Stewart Contracting, Inc.	$339,400	$105,800

Apparent Lowest Bidder: **Stewart Contracting, Inc.**

No: 24-
Date: October 16, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AWARDING CONTRACT TO STEWART CONTRACTING, INC., FOR BRIDGE STREET BRIDGE REHABILITATION PROJECT (CITY AGREEMENT A24-3170-4)

WHEREAS: Built in 1969, Sandpoint's Bridge Street Bridge over Sand Creek, now 55 years old, connects downtown Sandpoint to City Beach and the Lake Water Treatment Plant;

WHEREAS: The Idaho Transportation Department (ITD) conducts biennial inspections of the bridge to ensure public safety in line with the National Bridge Inspection Standards (NBIS), where these inspections include repair recommendations, load ratings, and decisions on load postings and closures for deficient bridges;

WHEREAS: The City's Multimodal Transportation Master Plan (MTMP), adopted in 2021, identified the bridge as functionally obsolete and in need of replacement;

WHEREAS: Anticipating that securing project funding may take several years, in 2023 the City engaged Keller Associates to prepare a Feasibility Plan assessing and recommending rehabilitation work over the next ten (10) years, including protective measures to maintain the capacity of the steel shell piles;

WHEREAS: On August 21, 2024, under Resolution 24-058, City Council approved design of the Bridge Street Bridge Rehabilitation project and authorized staff to finalize the construction documents and advertise the project for construction bids;

WHEREAS: The project was bid in accordance with Idaho Code § 67-2805(2), Category A, and the City's procurement requirements, and reflected one bid add alternative to include steel shell pile rehabilitation on the pedestrian bridge;

WHEREAS: Four (4) bids were received and opened on October 3, 2024, the deadline for submission of bids, with an ensuing evaluation of bids determining that Stewart Contracting, Inc., which submitted a bid of $445,200.00, inclusive of the add-alternative, was the lowest responsive and responsible bidder; and

WHEREAS: This project will be funded by the Streets General Fund and will be completed by early spring of 2025.

NOW, THEREFORE, BE IT RESOLVED THAT: The Bridge Street Bridge Rehabilitation Project contract is hereby awarded to Stewart Contracting, Inc., in the amount of $445,200.00, executed under City Agreement A24-3170-4, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As provided 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 authorized designee is authorized to execute the agreement as set forth above.

Jeremy Grimm, Mayor

ATTEST:

Melissa Ward, City Clerk

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

A. Protective applications to the steel shell piles, cross-bracing, and the cross-bracing connections to extend the useful life of the Bridge Street Bridge, in Sandpoint, Idaho. The work generally includes cleaning all elements targeted for protection, epoxy application, petrolatum tape application, installation of a durable outer cover to the piles, and other related items of work.

ARTICLE 2—THE PROJECT

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

1. City of Sandpoint – Bridge Street Bridge Rehabilitation Project

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 **February 28, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **March 14, 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

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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 $1,000.00 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 $500.00 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).

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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: **Bridge Street Bridge Rehabilitation**
8. Idaho Department of Lands Encroachment Permit No. L96S0547A.
9. United States Army Corps of Engineers Permit No. CENWW-2024-00276.
10. Contractor's Bid
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.

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c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

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

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

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

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

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

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

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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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.

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

This Agreement will be effective on October 17, 2024 (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Sandpoint *(typed or printed name of organization)*	Stewart Contracting, Inc. *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: Greg Stewart *(individual's signature)*
Date: _____ *(date signed)*	Date: 10/8/2024 *(date signed)*
Name: Jeremy Grimm *(typed or printed)*	Name: Greg Stewart *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: President *(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: Optional *(individual's signature)*
Title: City Clerk *(typed or printed)*	Title: Optional *(typed or printed)*
Address for giving notices: City of Sandpoint – City Clerk 1123 Lake St Sandpoint, Idaho 83864	Address for giving notices: Stewart Contracting, Inc. Po Box 1275 Pinehurst, Idaho 83850
Designated Representative: Name: Holly Ellis *(typed or printed)* Title: Construction Manager *(typed or printed)*	Designated Representative: Name: Greg Stewart *(typed or printed)* Title: President *(typed or printed)*
Address: 1123 Lake St Sandpoint, Idaho 83864	Address: Stewart Contracting, Inc. PO Box 1275 Pinehurst Idaho 83850
Phone: 208-946-2087 Email: hellis@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.)*	Phone: 208-661-2757 Email: greg@stewartcontracting.com License No.: 025627-UNLIMITED-1 *(where applicable)* State: Idaho

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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

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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.

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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.

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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.

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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.

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

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

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

2.02 *Copies of Documents*

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

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

2.03 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

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

2.05 *Acceptance of Schedules*

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

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

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

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

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

2.06 *Electronic Transmittals*

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

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

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

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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

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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.

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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

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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.

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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.

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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

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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.

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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

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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;

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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

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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

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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

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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

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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

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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.

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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);

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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

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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.

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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.

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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;

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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:

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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.

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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

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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

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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

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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

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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.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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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

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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.

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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,

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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,

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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

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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.

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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;

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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

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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

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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.

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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,

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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.

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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,

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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

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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.

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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.

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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 electronic (pdf) 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).

2.03 *Before Starting Construction*

SC-2.03 Delete Paragraph 2.03.A.1 in its entirety and replace with the following:

1. A detailed Progress Schedule used to plan, coordinate, and control the progress of construction and shall include the following:

   a. provide for orderly, timely, and efficient prosecution of the Work;

   b. contain sufficient detail to enable both the Contractor and the Engineer to plan,

   coordinate, and control their respective Contract responsibilities

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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.

SC-3.01 Add the following immediately after Paragraph 3.01.G:

H. The Specifications may vary in form, format, and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of a section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra work.

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I. The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

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

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of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

SC-5.06 Delete Paragraph 5.06.J and insert the following paragraph in its place:

To the fullest extent permitted by Laws and Regulations, Contractor shall 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. 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

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Workers' Compensation and Related Policies	Policy limits of not less than:
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:

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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

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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 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,

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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 10PM, Monday through Friday. Contractor will not perform Work on any legal holiday. Contractor may perform Work outside regular working hours or on legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.09 *Permits and Licenses*

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

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B. Owner has obtained a Joint Permit – Idaho Department of Lands and United States Corps of Engineers. All Work must be in accordance with permit conditions.

C. Contractor shall obtain a City of Sandpoint Business License.

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:

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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),

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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

SC-8.02 Add the following paragraph immediately after Paragraph 8.02.B

C. Coordinate activities to minimize disruption of services (including trash collection, postal service, school buses, and emergency vehicles).

1. Provide uninterrupted access for trash collection. If the work prevents access, move individual household trash containers, bags, and other items to an accessible location acceptable to the solid waste hauler. Return the empty containers to the household after pick-up. Replace any lost or damaged containers.

2. Coordinate with the US Postal Service as needed to provide access for mail delivery to all properties during construction. Provide temporary mailboxes in a location that provides access for mail delivery for mailboxes moved to accommodate construction.

3. Coordinate with the School District as needed to minimize disruption of these services and plan alternate routes. Notify the School District a minimum of two weeks prior to start of construction.

4. Provide Emergency services (police, fire, & paramedic) access at all times during construction. Coordinate with these agencies as needed. Keep team informed as to status of project, access, and special concerns.

D. Should a water outage or shutdown need to occur, coordinate with the Owner's Water Department. Any public notifications will be distributed by the Owner.

1. Owner will provide a mailing notice to affected water users two weeks prior to start of Contractor's work.

2. Owner will Produce and distribute door hangers 24 hours in advance of the work. Coordinateandr communicate with the local residents if a shut-down is needed. Shutdowns are incidental to the work accommodate construction.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.01 Delete Paragraphs 10.01.A in its entirety, and insert the following:

A. Engineer intends to contract with Keller Associates (Keller) to make visits to the Site at intervals appropriate to the various stages of construction as it 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, Keller, for the benefit of

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Engineer, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Keller will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Keller's efforts will be directed toward providing for Engineer a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Keller will keep Engineer informed of the progress of the Work and will endeavor to guard Engineer against defective Work.

B. Keller 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.

10.02 *Visits to Site.*

SC-10.02 Delete Paragraphs 10.02 in its entirety.

10.03 *Resident Project Representative.*

SC-10.03 Delete Paragraphs 10.03 in its entirety.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

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3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No Supplementary Conditions in this Article.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

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

18.07 Controlling Law

This Contract is to be governed by the law of the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Contract, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County. In any action to enforce the terms and conditions of this Contract, the prevailing party may recover its reasonable attorney fees.

Add the following Article 19 – Prosecution of the Work, immediately following Article 18 - Miscellaneous.

ARTICLE 19—PROSECUTION OF THE WORK

SC-19.01 *General*

A. From the time of commencement of the Work to the time of Final Acceptance the Contractor shall: provide adequate Materials, Equipment, labor, and supervision to perform and complete the Work; perform the Work as vigorously and as continuously as conditions permit, and according to a Project Work schedule that ensures completion within the Contract Time or the adjusted Contract Time; not voluntarily suspend or slow down operations without prior written approval from the Engineer; and not resume suspended Work without the Engineer's written authorization.

SC-19.02 *Cost Reduction Proposals*

A. The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost

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of construction. Unless otherwise agreed to in writing, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, is not eligible for consideration as a cost reduction proposal.

B. Proposal Requirements - The Engineer will not adopt a cost reduction proposal that impairs essential functions or characteristics of the Project, including, but not limited to, service life, economy of operation, ease of maintenance, designed appearance, or design and safety standards.

To conserve time and funds, the Contractor may first submit a written request for a feasibility review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time savings. The Engineer will, within a reasonable time, advise the Contractor in writing whether or not the proposal would be considered by the Engineer, should the Contractor elect to submit a detailed cost reduction proposal.

C. A detailed cost reduction proposal shall include without limitation the following information:

1. A description of existing Contract requirements for performing the Work and the proposed change;
2. The Contract items of Work affected by the proposed change, including any quantity variation caused by the proposed change;
3. Pay Items affected by the proposed change including any quantity variations;
4. A detailed cost estimate for performing the Work under the existing Contract and under the proposed change.

Costs of re-design, which are incurred after the Engineer has accepted the proposal, shall be included in the cost of proposed work; and a date by which the Engineer must accept the proposal in order to accept the proposed change without impacting the Contract Time or cost reduction amount.

D. Continuing to Perform Work - The Contractor shall continue to perform the Work according to Contract requirements until the Engineer issues a Change Order incorporating the cost reduction proposal. If the Engineer fails to issue a Change Order by the date specified in the proposal, the proposal shall be deemed rejected.

E. Consideration of Proposal - The Engineer is not obligated to consider any cost reduction proposal. The Engineer will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted. The Engineer will determine in its sole discretion whether to accept a cost reduction proposal as well as the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the Engineer may disregard the Schedule of Items. The Engineer will establish prices that represent a fair measure of the value of Work to be performed or to be deleted as a result of the cost reduction proposal.

F. Sharing Investigation Costs - As a condition for considering a Contractor's cost reduction proposal, the Engineer reserves the right to require the Contractor to share in the Engineer's costs of investigating the proposal. If the Engineer exercises this right, the Contractor shall provide written acceptance of the condition to the Engineer. Such acceptance will authorize

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the Engineer to deduct its share of investigation costs from payments due or that may become due to the Contractor under the Contract.

G. Acceptance of Proposal Requirements - If the Contractor's cost reduction proposal is accepted in whole or in part, acceptance will be made by a Change Order. The Contractor's cost of preparing the cost reduction proposal and the Engineer's costs of investigating the proposal, including any portion paid by the Contractor, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred 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.

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PERFORMANCE BOND

Contractor Name: **Stewart Contracting, Inc.** Address *(principal place of business)*: **PO Box 1275** **Pinehurst, Idaho 83850**	**Surety** Name: Address *(principal place of business)*:
Owner Name: City of Sandpoint Mailing address *(principal place of business)*: 1123 Lake St. Sandpoint, Idaho 83864	**Contract** Description *(name and location)*: A24-3170-4 Bridge Street Bridge Rehabilitation Project Contract Price: **$445,200** Effective Date of Contract: **10/17/2024**

Bond

Bond Amount:

Date of Bond:

(~~Date of Bond cannot be earlier than~~ Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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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:

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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

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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**

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PAYMENT BOND

Contractor	**Surety**
Name: Stewart Contracting, Inc. Address *(principal place of business)*: **PO Box 1275** **Pinehurst, Idaho 83850**	Name: Address *(principal place of business)*:
Owner	**Contract**
Name: City of Sandpoint Mailing address *(principal place of business)*: **1123 Lake St.** **Sandpoint, ID 83864**	Description *(name and location)*: **A24-3170-4: Bridge Street Bridge Rehabilitation Project** Contract Price: **445,200.00** Effective Date of Contract: 10/17/2024

Bond

Bond Amount:

Date of Bond:

(~~Date of Bond cannot be earlier than~~ Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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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.

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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;

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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**

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STATE OF IDAHO

LAND USE PERMIT NO. LU200080

Permission is hereby granted to Holly Ellis of City of Sandpoint of 1123 Lake Street, Sandpoint, ID 83864 ("Permittee") to rehabilitate 28 bridge shell piles for a period of one (1) year on the following described lands ("Permit Area"), and as shown on the Application Materials as part of this Permit.

Twn	Rng	Sec	Description	County	Acres	(IDL Fund)	AUMs (If Needed)
57N	02W	22	Sand Creek, south of Cedar Street Bridge	Bonner	1	U.I.	n/a

This permit is subject to the following terms and conditions:

1. This authorization is effective upon signature by the Idaho Department of Lands ("Permittor") and upon payment of the required fee by the Permittee.

2. The Permittee shall indemnify and hold harmless the State of Idaho and its representatives against and from any and all demands, claims or liabilities of every nature whatsoever, arising directly or indirectly from or in any way connected with the use authorized under this permit.

3. This permit may be cancelled after written notice to the Permittee of non-compliance with the terms herein and failure of the Permittee to correct noted non-compliance.

4. This permit is non-exclusive to the Permittee, except that other uses will not be designed to restrict the Permittee in the exercise of this permit.

5. The Permittee will comply with all federal, state, and local laws and with all rules and regulations of the State Board of Land Commissioners pertaining to forest and watershed protection, and with the Stream Channel Protection Act as designated in Chapter 38, Title 42 of the Idaho Code as administered by the Department of Water Resources.

6. The Permittee will be required to maintain and leave the Permit Area in a clean and tidy condition.

7. PERMITTOR may terminate this Permit upon thirty (30) days' written notice to PERMITTEE. PERMITTEE may terminate this Permit upon thirty (30) days' written notice to PERMITTOR.

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This permit is effective June 28, 2024.

This permit shall expire on June 28, 2025.

Holly Ellis
Permittee

CONSTRUCTION MANAGER
Title

8-29-24
Date

Mark Ac
IDL Approver

Resource Sup.
Title

6.28.24
Date

Enclosures

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JOINT APPLICATION FOR PERMITS

U.S. ARMY CORPS OF ENGINEERS - IDAHO DEPARTMENT OF WATER RESOURCES - IDAHO DEPARTMENT OF LANDS

Authorities: The Department of Army Corps of Engineers (Corps), Idaho Department of Water Resources (IDWR), and Idaho Department of Lands (IDL) established a joint process for activities impacting jurisdictional waterways that require review and/or approval of both the Corps and State of Idaho. Department of Army permits are required by Section 10 of the Rivers & Harbors Act of 1899 for any structure(s) or work in or affecting navigable waters of the United States and by Section 404 of the Clean Water Act for the discharge of dredged or fill materials into waters of the United States, including adjacent wetlands. State permits are required under the State of Idaho, Stream Protection Act (Title 42, Chapter 38, Idaho Code and Lake Protection Act (Section 58, Chapter 13 et seq., Idaho Code). In addition the information will be used to determine compliance with Section 401 of the Clean Water Act by the appropriate State, Tribal or Federal entity.

Joint Application: Information provided on this application will be used in evaluating the proposed activities. Disclosure of requested information is voluntary. Failure to supply the requested information may delay processing and issuance of the appropriate permit or authorization. **Applicant will need to send a completed application, along with one (1) set of legible, black and white (8½"x11"), reproducible drawings that illustrate the location and character of the proposed project / activities to both the Corps and the State of Idaho.**

See Instruction Guide for assistance with Application. Accurate submission of requested information can prevent delays in reviewing and permitting your application. Drawings including vicinity maps, plan-view and section-view drawings must be submitted on 8-1/2 x 11 papers.

Do not start work until you have received all required permits from both the Corps and the State of Idaho

FOR AGENCY USE ONLY			
USACE NWW-	Date Received:	☐ Incomplete Application Returned	Date Returned:
Idaho Department of Water Resources No.	Date Received:	☐ Fee Received DATE:	Receipt No.:
Idaho Department of Lands No. L96S1833	Date Received: 06/04/24	☐ Fee Received DATE:	Receipt No.:

INCOMPLETE APPLICATIONS MAY NOT BE PROCESSED

1. CONTACT INFORMATION - APPLICANT Required:			2. CONTACT INFORMATION - AGENT:		
Name: Holly Ellis			Name: Ben Davis		
Company: City of Sandpoint			Company: Keller Associates		
Mailing Address: 1123 Lake St			Mailing Address: 601 Sherman Av #1		
City: Sandpoint	State: ID	Zip Code: 83864	City: Coeur d'Alene	State: ID	Zip Code: 83814
Phone Number *(include area code)*: 208-946-2087	E-mail: hellis@sandpointidaho.gov		Phone Number *(include area code)*: 208-758-8601	E-mail: bdavis@kellerassociates.com	

3. PROJECT NAME or TITLE: Bridge St Bridge Rehabilitation			4. PROJECT STREET ADDRESS: First Ave & Bridge St		
5. PROJECT COUNTY: Bonner County	6. PROJECT CITY: Sandpoint		7. PROJECT ZIP CODE: Sandpoint	8. NEAREST WATERWAY/WATERBODY: Sand Creek	
9. TAX PARCEL ID#: Right-of-way	10. LATITUDE: 48°16'26.0"N LONGITUDE: 116°32'46.2"W		11a. 1/4: NE / 11b. 1/4: SE / 11c. SECTION: 22	11d. TOWNSHIP: 57N	11e. RANGE: 2W
12a. ESTIMATED START DATE: November	12b. ESTIMATED END DATE: February		13a. IS PROJECT LOCATED WITHIN ESTABLISHED TRIBAL RESERVATION BOUNDARIES? ☒ NO ☐ YES Tribe:		
13b. IS PROJECT LOCATED IN LISTED ESA AREA? ☐ NO ☒ YES			13c. IS PROJECT LOCATED ON/NEAR HISTORICAL SITE? ☒ NO ☐ YES		

14. DIRECTIONS TO PROJECT SITE: Include vicinity map with legible crossroads, street numbers, names, landmarks.

From the US-95 Long Bridge heading north bound, exit to Sandpoint. Continue on Superior St for 0.1 mi, then turn right on to First Ave. In 0.2 mi turn right on to Bridge St. The project is located at the bridge on Bridge St.

15. PURPOSE and NEED: ☐ Commercial ☐ Industrial ☒ Public ☐ Private ☐ Other

Describe the reason or purpose of your project; include a brief description of the overall project. Continue to Block 16 to detail each work activity and overall project.

The purpose of the project is to rehabilitate the shell piles of the bridge that carries Bridge St over Sand Creek (STC 7785), to improve the substructure and extend the lifespan of the bridge. Excavation up to 3ft below the stream bed of Sand Creek at each pier will be required to temporarily expose the pier for surface preparation and application of the shell pile rehabilitation system (Denso Seashield 2000 HD; Piling Tape and HDPE Cover).

DEPT OF LANDS
JUN 6 4 2024

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16. DETAILED DESCRIPTION OF EACH ACTIVITY WITHIN OVERALL PROJECT. Specifically indicate portions that take place within waters of the United States, including wetlands: Include dimensions; equipment, construction, methods; erosion, sediment and turbidity controls; hydrological changes: general stream/surface water flows, estimated winter/summer flows; borrow sources, disposal locations etc.:

This project will rehabilitate the shell piles of the bridge (ITD Key No. 30110) that carries Bridge St over Sand Creek (STC 7785), to improve the substructure and extend the lifespan of the bridge. Activities include:
- Install downstream sediment Best Management Practices (BMP's), per Contractor's Erosion and Sediment Control Plan and in accordance with Idaho Standards for Public Works Construction (ISPWC)
- Stage equipment on the stream bed using ground protection mats.
- Temporarily expose each of the 28 shell piles by excavating up to 4ft wide by 4ft long by 3ft deep of the stream bed at each pile. (TESC?). Up to 1.7 CY of excavation is anticipated at each pile, or a total of 50 CY. This activity is scheduled during the low water period, between November and February; minimal dewatering or dredging may be needed.
- Surface preparation and apply pile rehabilitation system (Denso Seashield 2000 HD)
- Apply cross bracing rehabilitation system (Denso Seashield Series 70) and two part epoxy repair compound (Seashield 525 Underwater Epoxy) to the cross braces.
- All debris and wastewater resulting from construction will be contained. Shielding will be provided to ensure that containment of dislodged material and any other debris produced from construction within the removal area. Debris will not fall into the waterway.
- Backfill excavated area around bases of piles with native material.
- Inspections will occur daily throughout active construction.
- Remove BMP's.

17. DESCRIBE ALTERNATIVES CONSIDERED to AVOID or MEASURES TAKEN to MINIMIZE and/ or COMPENSATE for IMPACTS to WATERS of the UNITED STATES, INCLUDING WETLANDS: See Instruction Guide for specific details.

Work Scheduled to take place during low water period, from November to February when no active water is in the Sand Creek channel. Sand Creek is controlled by the Lake Pend Oreille water levels which are lower during fall/winter months. In addition, BMP's will be used during construction to manage any sediment or erosion caused by excessive rainfall or unforeseen events.

Other alternatives considered were a bridge replacement; however, the feasibility of rehabilitating the bridge was determined to be less impact, more cost effective, and beneficial for the City for the next 10 years.

18. PROPOSED MITIGATION STATEMENT or PLAN: If you believe a mitigation plan is not needed, provide a statement and your reasoning why a mitigation plan is NOT required. Or, attach a copy of your proposed mitigation plan.

A mitigation statement or plan is not needed. Work to be scheduled during low water period. Project has minimal impacts due to rehabilitating an existing structure.

19. TYPE and QUANTITY of MATERIAL(S) to be discharged below the ordinary high water mark and/or wetlands:

Dirt or Topsoil:		cubic yards
Dredged Material:		cubic yards
Clean Sand:		cubic yards
Clay:		cubic yards
Gravel, Rock, or Stone:		cubic yards
Concrete:		cubic yards
Other (describe):		cubic yards
Other (describe:		cubic yards

TOTAL: 0 cubic yards

20. TYPE and QUANTITY of impacts to waters of the United States, including wetlands:

Filling:	0.01 acres	448 sq ft.	50 cubic yards
Backfill & Bedding:	acres	sq ft.	cubic yards
Land Clearing:	acres	sq ft.	cubic yards
Dredging:	acres	sq ft.	cubic yards
Flooding:	acres	sq ft.	cubic yards
Excavation:	0.01 acres	448 sq ft.	50 cubic yards
Draining:	acres	sq ft.	cubic yards
Other:	acres	sq ft.	cubic yards

TOTALS: 0.02 acres 896 sq ft. 100 cubic yards

DEPT OF LANDS
JUN 0 4 2024

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21. HAVE ANY WORK ACTIVITIES STARTED ON THIS PROJECT? ☒ NO ☐ YES If yes, describe ALL work that has occurred including dates.

22. LIST ALL PREVIOUSLY ISSUED PERMIT AUTHORIZATIONS:

None. A Floor Plain Development Permit will be issued.

23. ☐ YES, Alteration(s) are located on Public Trust Lands, Administered by Idaho Department of Lands

24. SIZE AND FLOW CAPACITY OF BRIDGE/CULVERT and DRAINAGE AREA SERVED: Existing Square Miles

25. IS PROJECT LOCATED IN A MAPPED FLOODWAY? ☐ NO ☒ YES If yes, contact the floodplain administrator in the local government jsrisdiction in which the project is located. A Floodplain Development permit and a No-rise Certification may be required.

26a WATER QUALITY CERTIFICATION: Pursuant to the Clean Water Act, anyone who wishes to discharge dredge or fill material into the waters of the United States, either on private or public property, must obtain a Section 401 Water Quality Certification (WQC) from the appropriate water quality certifying government entity.
See Instruction Guide for further clarification and all contact information.

The following information is requested by IDEQ and/or EPA concerning the proposed impacts to water quality and anti-degradation:

☐ NO ☒ YES Is applicant willing to assume that the affected waterbody is high quality?
☐ NO ☒ YES Does applicant have water quality data relevant to determining whether the affected waterbody is high quality or not?
☐ NO ☒ YES Is the applicant willing to collect the data needed to determine whether the affected waterbody is high quality or not?

26b. BEST MANAGEMENT PRACTICTES (BMP's): List the Best Management Practices and describe these practices that you will use to minimize impacts on water quality and anti-degradation of water quality. All feasible alternatives should be considered - treatment or otherwise. Select an alternative which will minimize degrading water quality

Idaho Standards for Public Works Construction (ISPWC) BMP measures will be used on this project. Contractor will be required to submit an Erosion and Sediment Control Plan as well as a Debris Containment Plan. It is anticipated that BMP's will be a combination of silt fence, fiber wattles, or gravel bag barrier. Due to the construction being completed during low water, minimal to no dewatering will be required. Impacts to Sand Creek will be minimal due to the rehabilitation nature of the work (repairing an existing structure), very low excavation quantity, and work occurring outside of an active channel.

Through the 401 Certification process, water quality certification will stipulate minimum management practices needed to prevent degradation.

27. LIST EACH IMPACT to stream, river, lake, reservoir, including shoreline: Attach site map with each impact location.

Activity	Name of Water Body	Intermittent Perennial	Description of Impact and Dimensions	Impact Length Linear Feet
Temporary excavation	Sand Creek	Perennial	Excavate up to 3' deep, 4', wide, and 4' long at each pier	32
Temporary dewatering	Sand Creek	Perennial	Dewater may be needed for excavation	32
			TOTAL STREAM IMPACTS (Linear Feet):	64

28. LIST EACH WETLAND IMPACT include mechanized clearing, fill, excavation, flood, drainage, etc. Attach site map with each impact location.

Activity	Wetland Type: Emergent, Forested, Scrub/Shrub	Distance to Water Body (linear ft)	Description of Impact Purpose: road crossing, compound, culvert, etc.	Impact Length (acres, square ft linear ft
N/A	N/A	N/A	N/A	0
			TOTAL WETLAND IMPACTS (Square Feet):	0

DEPT OF LANDS
JUN 0 4 2024

29. ADJACENT PROPERTY OWNERS NOTIFICATION REQUIREM: Provide contact information of ALL adjacent property owners below.

Name: City of Sandpoint Mailing Address: 1123 Lake St City: 1123 Lake St State: ID Zip Code: 83864 Phone Number (include area code): E-mail:	Name: Idaho Transportation Department Mailing Address: 600 West Prairie Avenue City: Coeur d' Alene State: ID Zip Code: 83815 Phone Number (include area code): 208-772-1200 E-mail: damon.allen@itd.idaho.gov
Name: BNSF Mailing Address: 2454 Occidental Avenue S, Suite 1-A City: Seattle State: WA Zip Code: 89134 Phone Number (include area code): 303-480-6477 E-mail: MaryAnn.Monaldi@BNSF.com	Name: Debbi Pielli & Sandra Terry Mailing Address: PO Box 1461 City: Sandpoint State: ID Zip Code: 83864 Phone Number (include area code): 208-290-6797 E-mail: tamoshanter411@yahoo.com
Name: Brian Averill Mailing Address: 1380 Wisconsin Ave City: Whitefish State: MT Zip Code: 59937 Phone Number (include area code): 406-250-2038 E-mail: brian@averillhospitality.com	Name: Richard Wilcox Mailing Address: 955 Comeback Bay Lane City: Sagle State: ID Zip Code: 83860 Phone Number (include area code): 208-771-5031 E-mail: rj@rjwilcox.com
Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:	Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:

30. SIGNATURES: STATEMENT OF AUTHORIAZATION / CERTIFICATION OF AGENT / ACCESS

Application is hereby made for permit, or permits, to authorize the work described in this application and all supporting documentation. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein; or am acting as the duly authorized agent of the applicant (Block 2). I hereby grant the agencies to which this application is made, the right to access/come upon the above-described location(s) to inspect the proposed and completed work/activities.

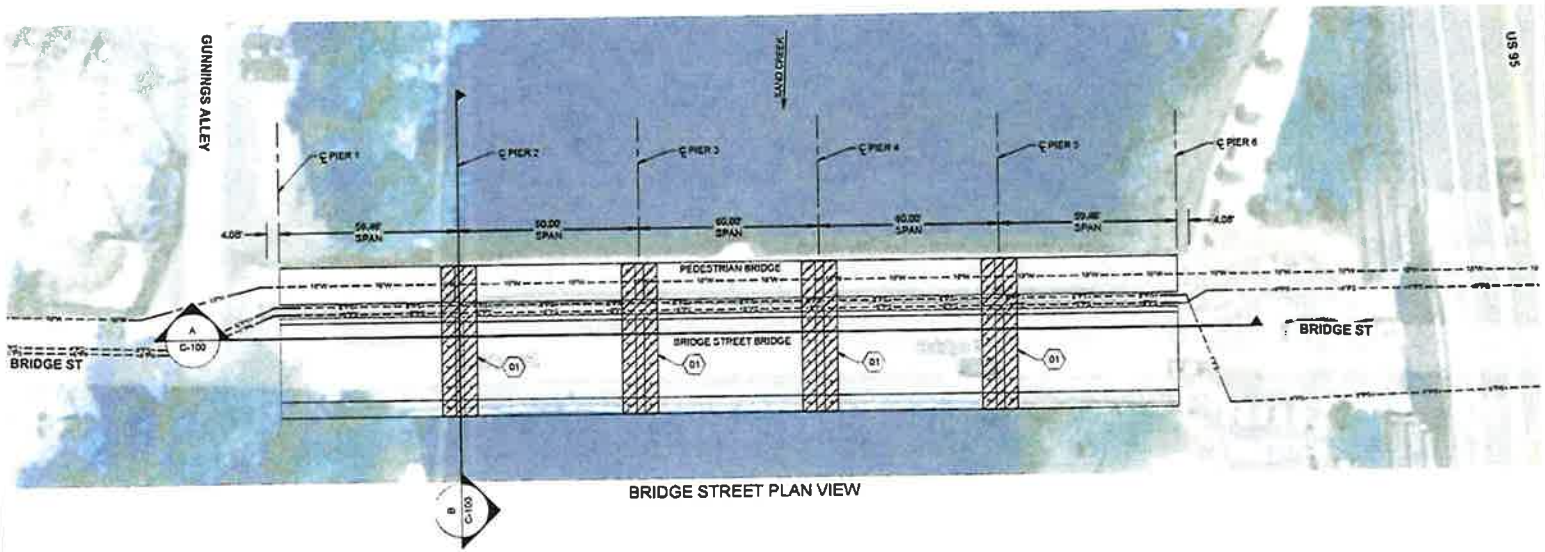
Signature of Applicant: DocuSigned by: Holly Ellis 6CAD2B033F69435... *Date:* 5/29/2024

Signature of Agent: DocuSigned by: FFC3E116AC1F4CA... *Date:* 5/29/2024

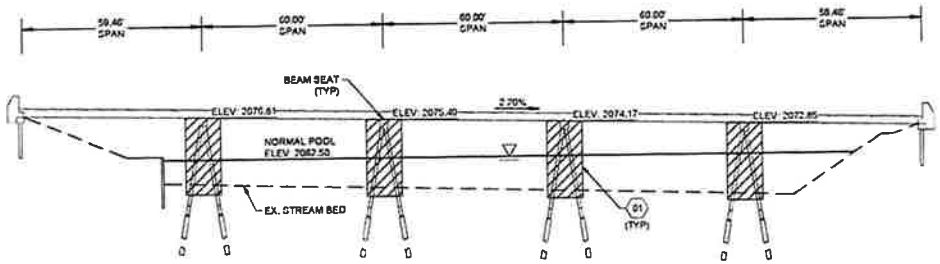
This application must be signed by the person who desires to undertake the proposed activity AND signed by a duly authorized agent (see Block 1, 2, 30). Further, 18 USC Section 1001 provides that: "*Whoever, in any manner within the jurisdiction of any department of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both*".

DEPT OF LANDS

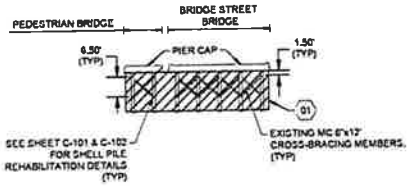
JUN 6 2024



BRIDGE STREET PLAN VIEW



BRIDGE STREET SECTION A-A
(DOWNSTREAM PIER ELEV)



BRIDGE STREET SECTION B-B
(TRANSVERSE PIER ELEV)

SCOPE OF WORK

CLEAN SHELL PILES AND PREPARE SURFACE FOR REHABILITATION IN ACCORDANCE WITH SP-100 SP-200, AND SP-300 WHERE APPLICABLE TO PIERS 2, 3, 4, AND 5.

SHEET NOTES

1. MEMBER SIZES AND DIMENSIONS FROM AS-BUILT PLANS. VERIFY AS NEEDED PRIOR TO ORDERING MATERIALS.
2. LOCATIONS OF UTILITIES ARE APPROXIMATE.
3. NORMAL POOL ELEVATION IS ESTIMATED TO BE 2062.50 FEET. POOL ELEVATION AT THE TIME OF REHABILITATION PROJECT IS NOT GUARANTEED TO BE THE SAME.
4. RETAIN AND PROTECT ALL UTILITIES.
5. RESTORE SITE TO ORIGINAL CONDITION PRIOR TO DEMOBILIZING.

SHEET KEYNOTES

01 WORK LIMITS- SEE SHEETS C-101 AND C-102 FOR PILE BENT REHABILITATION DETAILS.

LEGEND

WORK LIMITS

DEPT OF LANDS

JUN 04 2024

KELLER ASSOCIATES

DRAFT
Not For
Construction

NO	REVISIONS	DATE

SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

BRIDGE WORK LIMITS

DRAWN: CVC | CHECK:

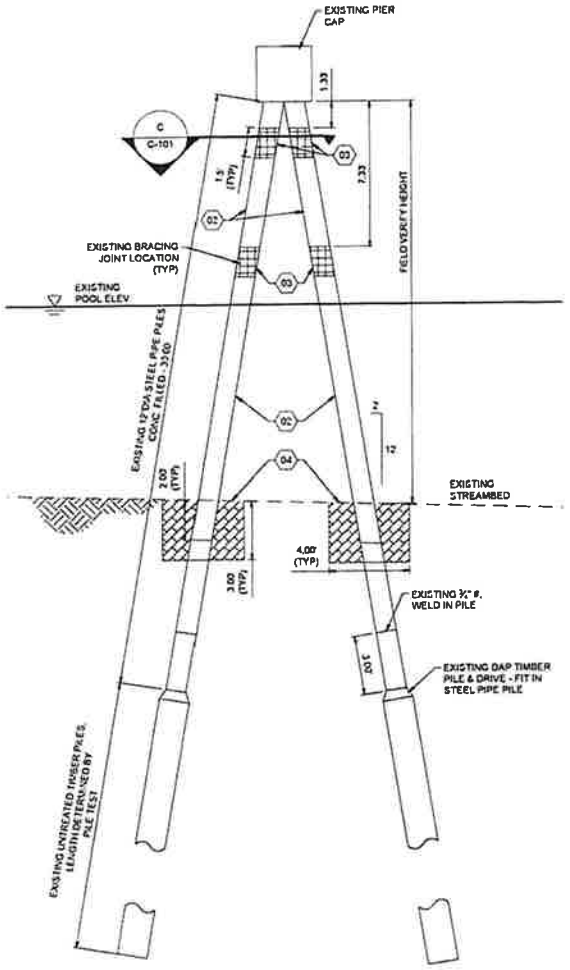
VERIFY SCALE. Scales based on 22"x34" prints.

1-1/2 inches

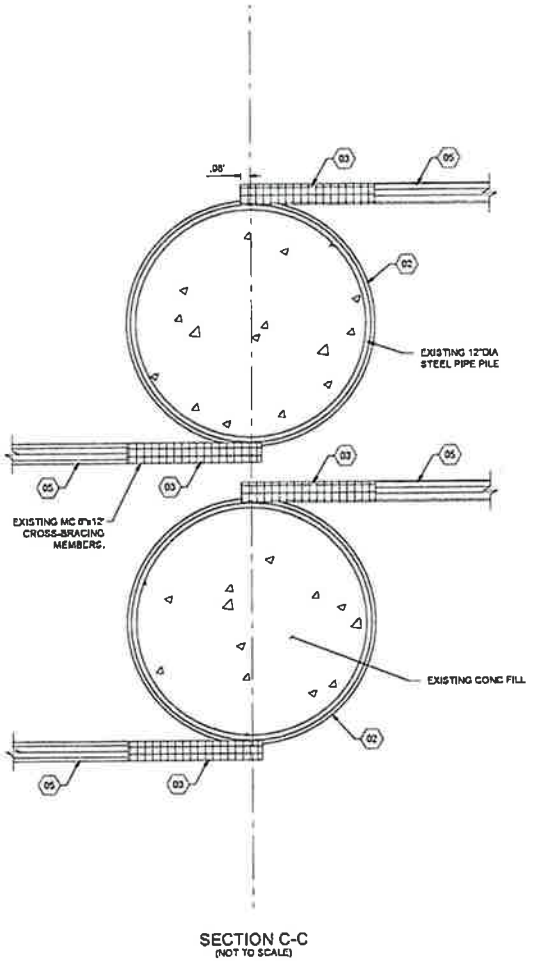
PROJECT NO: 223167 | PHASE:

SHEET NO: C-100

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SHELL PILE DETAIL
(NOT TO SCALE)



SECTION C-C
(NOT TO SCALE)

SHEET NOTES

1. REHABILITATION TO BE COMPLETED IN ACCORDANCE WITH SP-100, SP-200, and SP-300.
2. PREPARE SURFACE OF PILES IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS TO ENSURE PROPER ADHESION.
3. INSTALL SHELL PILE REHABILITATION SYSTEM OVER ENTIRETY OF SHELL PILE SURFACE AND EXTEND 3' INTO CHANNEL BOTTOM.
4. PRODUCE PLAN AND SHOW DRAWINGS DETAILING INSTALLATION STEPS TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK ACCORDING TO SP-100, SP-200, and SP-300.
5. MEMBER SIZES AND DIMENSIONS FROM AS-BUILT PLANS. VERIFY MEMBER SIZING AS NEEDED PRIOR TO ORDERING MATERIALS.
6. CONTRACTOR TO VERIFY STREAMBED ELEVATIONS.
7. BRIDGE SUPERSTRUCTURE NOT SHOWN FOR CLARITY.

SHEET KEYNOTES

02 SHELL PILE REHABILITATION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT

03 TWO-PART EPOXY REPAIR COMPOUND -SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT

04 STREAMED EXCAVATION LIMITS TO FACILITATE SUBSURFACE REHAB - 4.0' WIDE x 4.0' LONG x 3.0' DEEP

05 CROSS-BRACING REHABILITATION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT

LEGEND

- SHELL PILE REHABILITATION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT
- TWO-PART EPOXY REPAIR COMPOUND -SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT
- EXISTING STREAMBED MATERIAL
- STREAMED EXCAVATION LIMITS TO FACILITATE SUBSURFACE REHAB - 4'W x 4'L x 3'D
- CROSS-BRACING REHABILITATION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT

KELLER ASSOCIATES
131 SW 6th Avenue, Suite A
Pasco, WA 99362
(509) 735-6481

DRAFT
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NO.	REVISIONS	DATE

SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

BRIDGE DETAIL SHEET

DRAWN: CMC | CHECK:

VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 inches

PROJECT NO: 223167 | PHASE:

SHEET NO: C-101

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SHEET NOTES

1. REHABILITATION TO BE COMPLETED IN ACCORDANCE WITH SP-100, SP-200, and SP-300.
2. PREPARE SURFACE OF PILES IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS TO ENSURE PROPER ADHESION.
3. INSTALL SHELL PILE REHABILITATION SYSTEM OVER ENTIRETY OF SHELL PILE SURFACE AND EXTEND 2' INTO CHANNEL BOTTOM.
4. PRODUCE AS-BUILT AND SHOW DRAWINGS DETAILING INSTALLATION STEPS TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK ACCORDING TO SP-100, SP-200, and SP-300.
5. MEMBER SIZES AND DIMENSIONS FROM AS-BUILT PLANS. FIELD VERIFY ALL MEMBER SIZES AS NEEDED PRIOR TO ORDERING MATERIALS.
6. CONTRACTOR TO VERIFY STREAMBED ELEVATIONS.
7. BRIDGE SUPERSTRUCTURE NOT SHOWN FOR CLARITY.
8. REHABILITATE PIER 2 THROUGH PIER 5 IN THE LIMITS INDICATED.

SHEET KEYNOTES

02 SHELL PILE REHABILITATION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT
03 TWO-PART EPOXY REPAIR COMPOUND -SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT
04 STREAMED EXCAVATION LIMITS TO FACILITATE SUBSURFACE REHAB - 4'W x 4'L x 2'D
05 CROSS-BRACING REHABILITATION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT

LEGEND

- SHELL PILE REHABILITATION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT
- TWO-PART EPOXY REPAIR COMPOUND -SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT
- EXISTING STREAMBED MATERIAL
- STREAMED EXCAVATION LIMITS TO FACILITATE SUBSURFACE REHAB - 4'W x 4'L x 2'D
- CROSS-BRACING REHABILITATION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT

SANDPOINT

NO	REVISIONS	DATE

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DRAFT
Not For Construction

KELLER ASSOCIATES
331 SW 5th Avenue, Suite A
Meridian, Idaho 83642
(208) 288-1992

SANDPOINT BRIDGE STREET REHABILITATION

BRIDGE DETAIL SHEET 2

DRAWN CHK'D APP'D
VERIFY SCALE Scales based on 22"x34" prints
1/2" 1 Inches

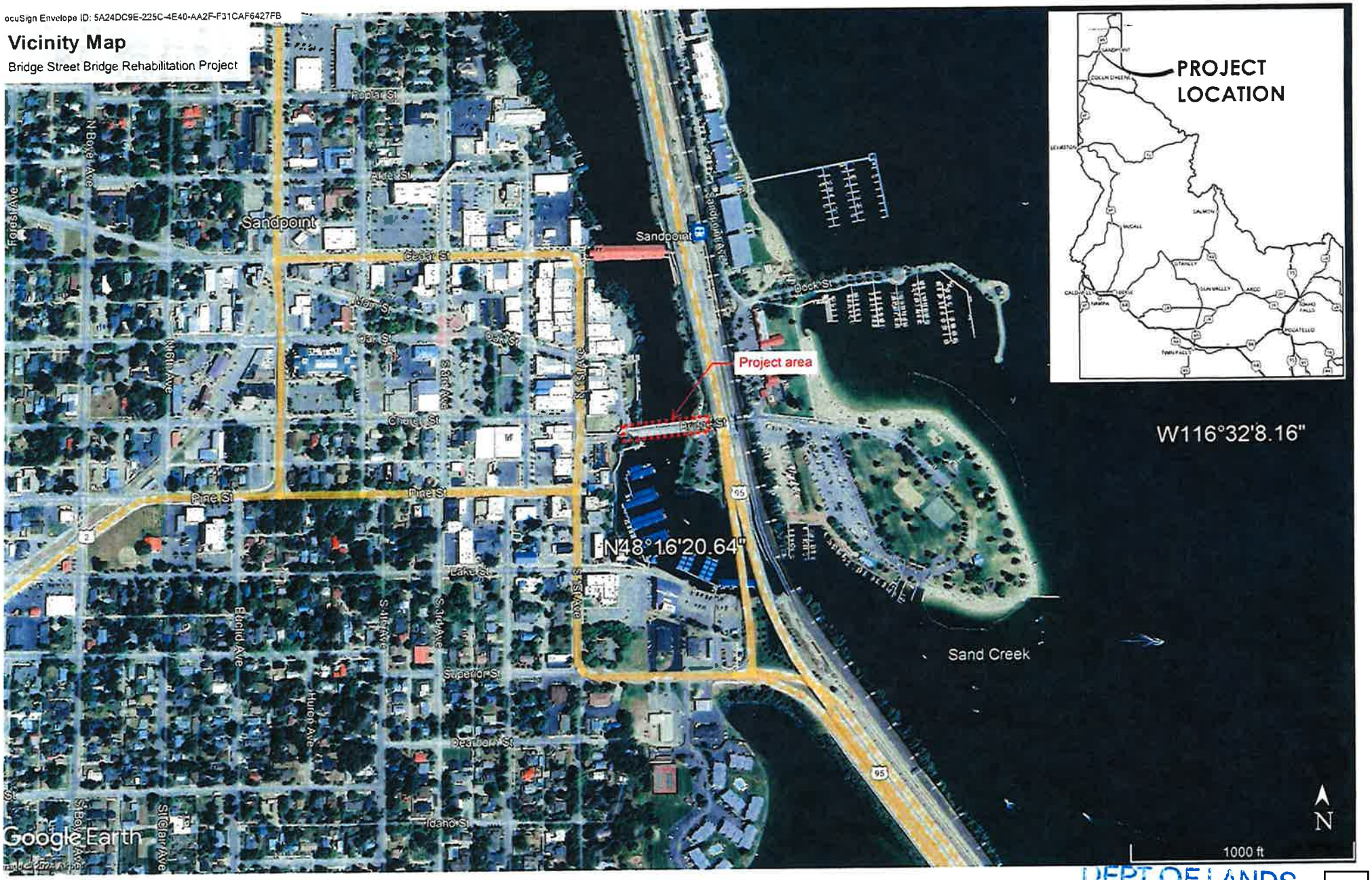
PROJECT NO. 223187
SHEET NO. C-102

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Vicinity Map

Bridge Street Bridge Rehabilitation Project



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30110: No-rise Certification
Bridge Street Bridge Repair
Sandpoint, Bonner CO, ID

HMH engineering

ENGINEERING "NO-RISE" CERTIFICATION

This is to certify that I am a duly qualified engineer licensed to practice in the State of Idaho.

It is to further certify that the attached technical data supports the fact that proposed Bridge Street Bridge Repair (*Name of Development*) will not impact the 100-year flood elevations, floodway elevations and floodway widths on Sand Creek (*Name of Stream*) at published sections in the Flood Insurance Study for City of Sandpoint (160025) (*Name of Community*), dated 11/18/2009 and will not impact the 100-year flood elevations, floodway elevations, and floodway widths at unpublished cross-sections in the vicinity of the proposed development.

Attached are the following documents that support my findings:

FIRM Panel and FIS Profile

(Date) 04/25/24

(Signature)

Project Engineer
(Title)



3882 N. Schreiber Way, Suite 104

Coeur d'Alene, ID 83815

(Address)

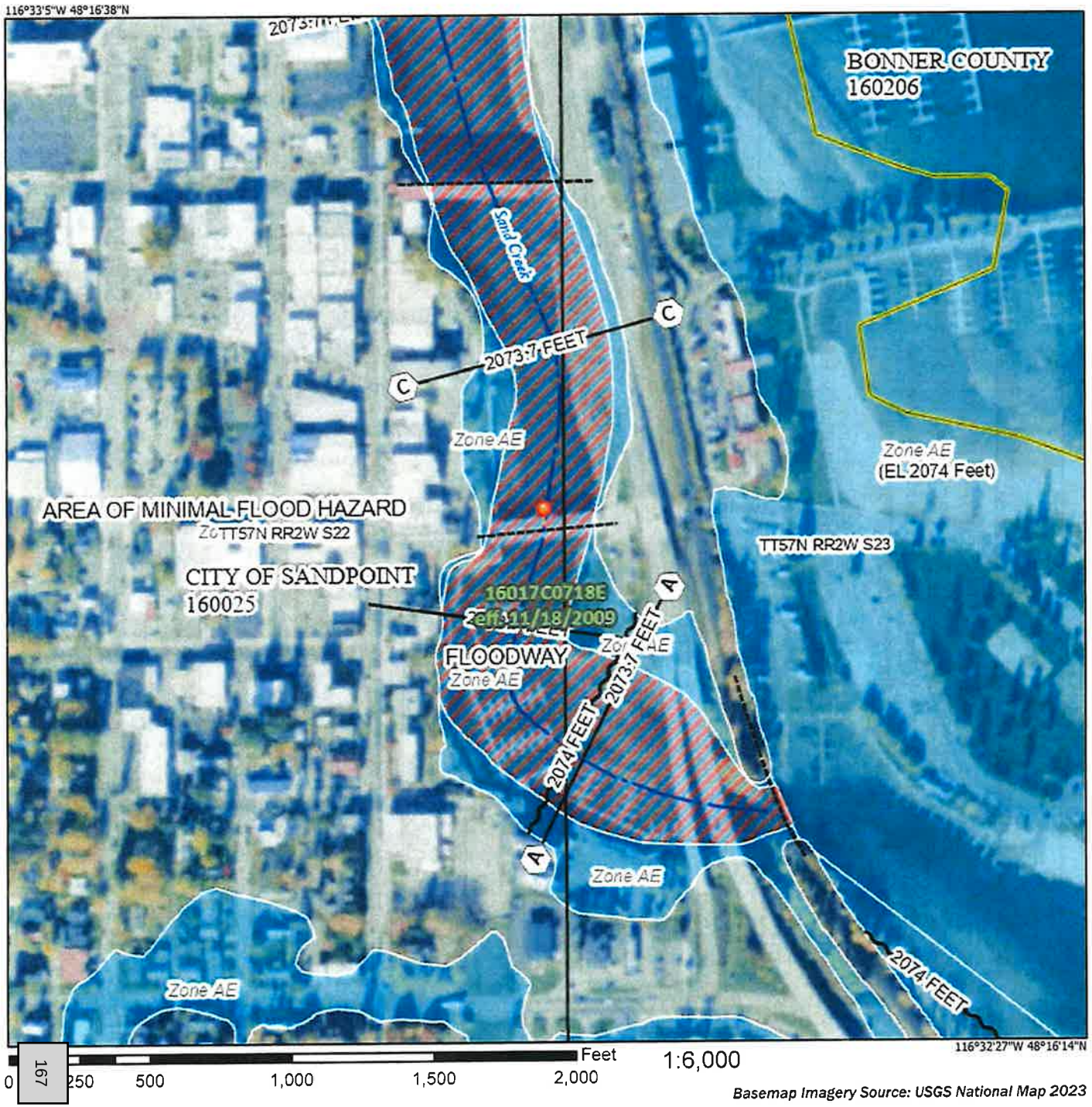
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National Flood Hazard Layer FIRMette

FEMA



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS
  - Without Base Flood Elevation (BFE) Zone A, V, A99
  - With BFE or Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee. See Notes. Zone X
  - Area with Flood Risk due to Levee Zone D
- OTHER AREAS
  - NO SCREEN Area of Minimal Flood Hazard Zone X
  - Effective LOMRs
  - Area of Undetermined Flood Hazard Zone D
- GENERAL STRUCTURES
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- OTHER FEATURES
  - 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
  - Coastal Transect
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
- MAP PANELS
  - Digital Data Available
  - No Digital Data Available
  - Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/3/2024 at 6:35 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

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FLOOD INSURANCE STUDY





BONNER COUNTY, IDAHO AND INCORPORATED AREAS

COMMUNITY NAME	COMMUNITY NUMBER
BONNER COUNTY, UNINCORPORATED AREAS	160206
CLARK FORK, CITY OF	160132
DOVER, CITY OF	160006
EAST HOPE, CITY OF	160237
HOPE, CITY OF	160238
*KOOTENAI, CITY OF	160052
OLDTOWN, CITY OF	160073
PONDERAY, CITY OF	160150
PRIEST RIVER, CITY OF	160026
SANDPOINT, CITY OF	160025

*No Special Flood Hazard Areas Identified

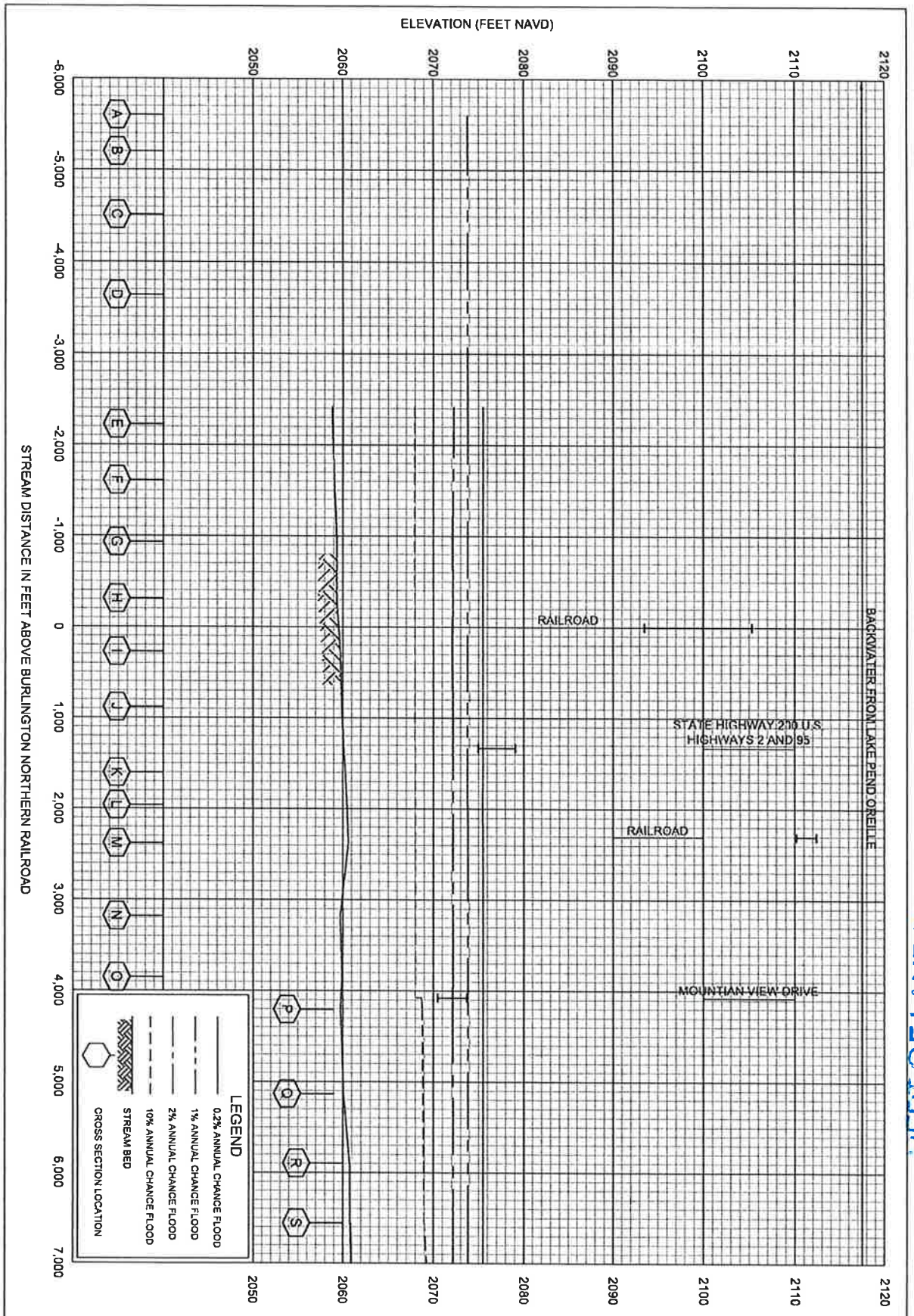
REVISED
July 7, 2014

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JUN 3 4 2024

Federal Emergency Management Agency
Flood Insurance Study Number
16017CV000B

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41P	FEDERAL EMERGENCY MANAGEMENT AGENCY **BONNER COUNTY, ID** AND INCORPORATED AREAS	**FLOOD PROFILES** **SAND CREEK**

DEPT OF LANDS
JAN 3 1 2024

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/DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
COEUR D'ALENE REGULATORY OFFICE
1910 NORTHWEST BOULEVARD, SUITE 210
COEUR D'ALENE, IDAHO 83814-2676

July 26, 2024

WALLA WALLA DISTRICT
REGULATORY DIVISION

SUBJECT: CENWW-2024-00276, City of Sandpoint – Bridge Maintenance, Sand Creek

Holly Ellis
City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

Dear Holly Ellis:

We have determined that your proposed project "City of Sandpoint – Bridge Maintenance, Sand Creek" is authorized in accordance with Department of the Army (DA) **Nationwide Permit (NWP) No. 03: Maintenance**. This project is located in Sections 22 and 23, Township 57 North, Range 2 West, (latitude 48.273877°N, longitude -116.546196°W), near Sandpoint, in Bonner County, Idaho. Please refer to File Number NWW-2024-0276 in all future correspondence with our office regarding this project.

Project activities include the temporary removal and replacement of approximately 50 cubic yards of recently accreted native soil within Sand Creek in order to perform maintenance on a bridge. The work will entail installing downstream sediment BMPs and staging any equipment on the streambed using ground protection mats. Using either hand tools or a mini excavator, up to 4'x4'x3' of the stream bed will be temporarily removed around each of the 28 shell piles, totaling approximately 50 cubic yards of material. If the excavator is used, matting will be placed to minimize impacts. The pile rehabilitation system, cross bracing rehabilitation system, and epoxy repair compound will be applied. Shielding will be provided to ensure the containment of dislodged material and any other debris produced from construction. The areas cleared around the piles will be backfilled with removed material. All work shall be done in accordance with the enclosed drawings, titled: NWW-2024-00276_20240530_Drawings.

DA permit authorization is necessary because your project will involve the discharge of dredged and fill material into waters of the U.S., and work in a navigable water of the United States (U.S.). These authorizations are outlined in Section 404 of the Clean

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Water Act (33 U.S.C. 1344) and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

You must comply with all general and regional conditions for this verification letter to remain valid and to avoid possible enforcement actions. The general and regional permit conditions for *NWP No. 03: Maintenance* are attached and also available online[1]. In addition, you must also comply with the special conditions listed below.

Special Conditions:

Special Condition 1: This Corps verification does not authorize you to take an endangered species, in particular the Bull Trout (Salvelinus confluentus). In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA), e.g. an ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply.

The U.S. Fish and Wildlife Service (USFWS) SLOPES Programmatic BO, dated February 19, 2020, contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the "incidental take" that is also specified in the February 19, 2020 BO.

Copies of the SLOPES Programmatic BO can be found online at our Regulatory website, at http://www.nww.usace.army.mil/Business-With-Us/RegulatoryDivision /Permit-Processes/. If you are unable to access the web, you may contact this office to obtain a paper copy.

Special Condition 2: The permittee shall complete and return the enclosed SLOPES Project Completion Report Form within 60 days of completion of the project.

You must also comply with the conditions detailed in the attached Section 401 Water Quality Certification (WQC) issued by the Idaho Department of Environmental Quality (IDEQ) on December 4, 2020. If you have any questions regarding the conditions set forth in the WQC, please contact IDEQ directly at 208-769-1422, Coeur d'Alene Regional Office.

Nationwide Permit General Condition 30 (Compliance Certification) requires that every permittee who has received NWP verification must submit a signed certification regarding the completed work and any required mitigation. This Compliance Certification form is enclosed for your convenience and must be completed and

[1] http://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/Nationwide-Permits/

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returned to us within 30 days of your project's completion.

This letter of authorization does not convey any property rights, or any exclusive privileges and does not authorize any injury to property or excuse you from compliance with other Federal, State, or local statutes, ordinances, regulations, or requirements which may affect this work.

This verification is valid until **March 14, 2026**, unless the NWP is modified, suspended or revoked. If your project, as permitted under this NWP verification, is modified in any way you must contact our office prior to commencing any work activities. In the event that you have not completed construction of your project by March 14, 2026, please contact us at least 60-days prior to this date. A new application and verification may be required.

We actively use feedback to improve our delivery and provide you with the best possible service. If you would like to provide feedback, please take our online survey[2]. If you have questions or if you would like a paper copy of the survey, please contact the Walla Walla District Regulatory. For more information about the Walla Walla District Regulatory program, you can visit us online[3].

If you have any questions or need additional information about this permit authorization, you can contact me by phone at (986) 810-0176, by mail at the address in the letterhead, or email at Katherine.E.Laverman@USACE.Army.mil. For informational purposes, a copy of this letter has been sent to: Idaho Department of Lands, Idaho Department of Environmental Quality and your authorized agent Ben Davis of Keller Associates.

Sincerely,

Garrett Schock

Garrett Schock
Project Manager, Regulatory Division

Enclosures:
Transfer of Nationwide Permit Form

[2] https://regulatory.ops.usace.army.mil/customer-service-survey/
[3] http://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/

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TRANSFER OF NATIONWIDE PERMIT

When the structures or work authorized by this Nationwide Permit, **NWW-2024-00276, City of Sandpoint – Bridge Maintenance, Sand Creek**, are still in existence at the time the property is transferred, the terms and conditions of this Nationwide Permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this Nationwide Permit, the associated liabilities and compliance with the terms and conditions the transferee must sign and date below.

Name of New Owner:

Street Address:

Mailing Address:

City, State, Zip:

Phone Number:

_____ _____

Signature of TRANSFEREE *DATE*

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COMPLIANCE CERTIFICATION

US Army Corps of Engineers
Walla Walla District

Permit Number: NWW-2024-00276

Name of Permittee: City of Sandpoint

Date of Issuance: July 26, 2024

Upon completion of the activity authorized by this permit and any mitigation required by the permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Walla Walla District
Coeur d'Alene Regulatory Office
1910 Northwest Blvd., Suite 210
Coeur d'Alene, Idaho 83814-2676

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit. The required mitigation was also completed in accordance with the permit conditions.

Signature of PERMITEE *DATE*

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PROJECT COMPLETION REPORT FORM

This form should be completed and returned to the Corps within 60 days of completion of the project. The Corps and USFWS have implemented this permit authorization program to save permit applicants time and money. The return of these monitoring forms is essential to carry out the program.

1. Corps File No.: NWW-2024-00276

2. Applicant: City of Sandpoint

3. Location, including any compensatory mitigation site (County and 5th field HUC): Sections 22 and 23, Township 57 North, Range 2 West, (latitude 48.273877°N, longitude -116.546196°W), near Sandpoint, in Bonner County, Idaho. HUC 8: 17010214

4. Project Description: Bridge maintenance

5. Corps Project Manager: Katherine Laverman

6. Construction start and end dates: _____

7. Attach photos of habitat conditions at the project site, including any compensatory mitigation site. (before, during and after action).

8. Projects with the following work elements must include these data:
   a. Work cessation – Dates work ceased due to high flows.
   b. Site preparation – Riparian area cleared within 150 feet of the ordinary high water mark; upland area cleared; new impervious area created.
   c. Streambank stabilization – Type and amount of materials used; project size (one bank or two, width and linear feet).

10. Were any bull trout handled, captured, or killed as a result of this project? If yes, please elaborate: _____

_____

I certify that the project was completed in accordance with the conditions of permit (NWW-2024-00276).
Name: _____

Signature: _____ Date: _____

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NATIONWIDE PERMIT 03

Maintenance:

(a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200-foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills or dewatering of construction sites.

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Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

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WATER QUALITY CERTIFICATION, NWP 03:

Agency responsible for administration of water quality, based on project location is listed below. If DENIED, then an Individual Water Quality Certification or Waiver of Certification is required, prior to the commencement of any work activities and/or issuance of a DA verification, authorization and/or permit.

State of Idaho: **PARTIALLY DENIED:** activities authorized by paragraph (b) of NWP 03 are **not certified**.

Coeur d'Alene Tribal Lands: **DENIED**

Shoshone-Bannock Tribal Lands: **DENIED**

U.S. Environmental Protection Agency for all other Tribal Lands: **PARTIALLY DENIED:** activities are denied when the project involves:

- Maintenance, repair, or replacement of shoreline stabilization using hard armoring approaches; or
- Extending existing infrastructure beyond its prior footprint in fish bearing waters of the U.S.; or
- Excavation or dredging in marine waters.

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2021/2022 Nationwide Permits
Regional Conditions
Walla Walla District Regulatory Division (State of Idaho)

January 13, 2021

The following Nationwide Permit (NWP) regional conditions are required in the state of Idaho and apply to all 2021/2022 NWPs[1]. Regional conditions are established by individual Corps Districts to ensure projects result in no more than minimal adverse impacts to the aquatic environment and to address local resources concerns. This document also includes regional additions to the NWP General Conditions, notification procedures pertaining to certain NWP's, and regional additions to the definitions.

REGIONAL CONDITIONS

A. Watersheds Requiring Pre-Construction Notification, Specific to Anadromous Fish

This Regional Condition applies to all 2021/2022 NWPs.

- Pre-construction notification (PCN) will be required for the above listed nationwide permits in the geographic area as shown on Figure 1: *Watersheds Requiring Pre-Construction Notification*, dated January 6, 2021.

B. Vegetation Preservation and Replanting

- To avoid impacts to aquatic habitat and to reduce sedimentation and erosion, permittee shall avoid and minimize the removal of vegetation in waters of the U.S. to the maximum extent practicable. Areas subject to temporary vegetation removal in waters of the U.S. during construction shall be replanted with appropriate native[2] species by the end of the first growing season, unless conditioned otherwise. Permittee shall avoid introducing or spreading noxious or invasive plants[3].

- Replanted vegetation that does not survive the first growing season shall be replanted before the end of the next growing season. Re-plantings shall continue to occur until desired vegetation densities are achieved. Re-vegetation densities should be based on reference conditions.

[1] For the list of 2021/2022 Nationwide Permits please see: https://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/Nationwide-Permits/
[2] Idaho Department of Transportation, Native Plants for Idaho Roadside Restoration and Revegetation Programs: https://itd.idaho.gov/wp-content/uploads/2016/06/RP171Roadside_Revegetation.pdf
[3] U.S. Department of Agriculture, Natural Resource Conservation Service Plant Database of introduced, invasive, and noxious plants for Idaho: https://plants.usda.gov/java/noxious?rptType=State&statefips=16.

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C. De-watering & Re-watering (as applicable)

- Cofferdams shall be constructed of non-erosive material such as concrete jersey barriers, bulk bags, water bladders, sheet pile, and other similar non-erosive devices. Cofferdams may not be constructed by using mechanized equipment to push streambed material through flowing water.

- Diversion channels constructed to bypass flow around the construction site shall be lined with plastic, large rock, pipe or otherwise protected from erosion prior to releasing flows into or through the diversion channel.

- Water removed from within the coffered area shall be pumped to a sediment basin or otherwise treated to remove suspended sediments prior to its return to the waterway.

- To prevent unwanted passage of state or federally-protected fish, if present, from the coffered area, Water pipe intakes shall be screened with openings measuring < 3/32 inch to prevent entrainment of fish trapped in the coffered area.

- Should fish be present within the coffered areas contact your local Idaho Department of Fish and Game (IDFG) office prior to performing fish removal or salvage. Fish shall be collected by electrofishing, seining or dip net, or otherwise removed and returned to the waterway upstream of the project area. If electrofishing is used, the National Marine Fisheries Service (NMFS) guidelines for electrofishing should be followed[4], unless conditioned otherwise.

- Stream channels that have been dewatered during project construction shall be re-watered slowly to avoid lateral and vertical erosion of the de-watered channel, prevent damage to recently reclaimed work areas and/or damage to permitted work.

- Temporary stockpiles in waters of the United States shall be removed in their entirety so as not to form a berm or levee parallel to the stream that could confine flows or restrict overbank flow to the floodplain.

D. In-Water Structures and Complexes

- PCN notification in accordance with General Condition 32 is required for all non-federal applicants with activities involving gabion baskets placed below the ordinary high water mark.
- Stream meanders, riffle and pool complexes, pool stream structures, rock/log barbs, rock J-hooks, drop structures, sills, engineered log jams or similar structures/features when used shall be site specifically designed by an appropriate professional with experience in hydrology or fluvial geomorphology.

[4] Guidelines for Electrofishing Waters Containing Salmonids Listed Under the Endangered Species Act (June 2000) http://www.westcoast fisheries.noaa.gov/publications/reference_documents/esa_refs/section4d/electro2000.pdf

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E. Temporary Sidecasting

- Materials from exploratory trenching and installation of utility lines may be temporarily side cast into a de-watered coffered area for up to 30 days but not within flowing waters. Material from exploratory trenching and installation of utility lines in wetlands may be temporarily side cast for up to 30 days.

F. Suitability of Sediments for Open Water Disposal and us as Fill

- Sampling for determination of suitability of sediments for open water disposal or for use as fill, must comply with the Sediment Evaluation Framework for the Pacific Northwest (SEF)[5].

G. Avoidance and Minimization

- In addition to information required under General Condition 32(b), the applicant shall include information about previous discharges of fill material into waters of the United States within the project area. This is only for non-federal applicants where a PCN is required.

- Discharges of dredged or fill material into waters of the U.S., including wetlands, to meet set back requirements are not authorized under NWP.

H. Erosion Control

- Erosion control blanket or fabric used in or adjacent to waters of the U.S. shall be comprised of biodegradable material, to ensure decomposition and reduced risk to fish, wildlife and public safety, unless conditioned otherwise. If the applicant proposes to use materials other than as indicated above they must demonstrate how the use of such materials will not cause harm to fish, wildlife and public safety.

I. Reporting Requirement for Federal Permittees

- Federal Agencies with projects that require compensatory mitigation for loss of waters of the U.S. and who propose to purchase credits from an approved wetland and/or stream mitigation bank must provide proof of purchase within 30 days of when the credits were purchased. Purchase of credits from an approved mitigation bank must be IAW the Mitigation Banking Instrument of Record.

[5] Northwest Regional Sediment Evaluation Team (RSET) 2016. Sediment Evaluation Framework for the Pacific Northwest. Prepared by the RSET Agencies, July 2016, 160 pp plus appendices. http://nwd.usace.army.mil/Missions/Civil-Works/Navigation/RSET/SEF

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REGIONAL ADDITIONS TO THE GENERAL CONDITIONS

General Condition 4. Migratory Bird Breeding Areas. Regional Addition: For additional information please contact the US Fish and Wildlife Service at the following field office locations: State Office (Boise) at (208) 387-5243; Northern Idaho Field Office (Spokane) at (509) 891-6839; or the Eastern Idaho Field Office (Chubbuck) at (208) 237-6975. https://www.fws.gov/idaho/promo.cfm?id= 177175802

General Condition 6. Suitable Material. Regional Addition: Erosion control blanket or fabric used in or adjacent to waters of the U.S. shall be comprised of biodegradable material, to ensure decomposition and reduced risk to fish, wildlife and public safety, unless conditioned otherwise. If the applicant proposes to use materials other than as indicated above they must demonstrate how the use of such materials will not cause harm to fish, wildlife and public safety.

General Condition 9. Management of Water Flows. Regional Addition: To obtain information on State of Idaho definition of high water refer to Idaho Department of Water Resources (IDAPA 37.03.07. Rule 62.03.04.a). For culverts or bridges located in a community qualifying for the national flood insurance program, the minimum size culvert shall accommodate the 100-year flood design flow frequency (IDAPA 37.03.07. Rule 62.03.04.c).

General Condition 12. Soil Erosion and Sediment Controls. Regional Addition: For additional information refer to the Idaho Department of Environmental Quality Catalog of Stormwater Best Management Practices for Idaho Cities and Counties, available online at: https://www.deq.idaho.gov/public-information/laws-guidance-and-orders/guidance/.

General Condition 18. Endangered Species. Regional Addition: For additional information on ESA listed species in north Idaho please contact the US Fish and Wildlife Service (USFWS) Northern Idaho Field Office (Spokane) at (509) 893-8009, for all other counties in Idaho contact the USFWS State Office (Boise) at (208) 378-5388.

General Condition 20. Historic Properties. Regional Addition: Property is generally considered “historic” if it is at least 50 years old, and is not limited to buildings. For additional information on the potential for cultural resources in proximity to the project site, contact the Idaho State Historic Preservation Office at (208) 334-3847 located in Boise, Idaho.

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NOTIFICATION PROCEDURES BY THE CORPS FOR CERTAIN NATIONWIDE PERMITS

Waivers: For nationwide permits with a waiver provision, District coordination with Idaho Department of Environmental Quality (IDEQ) and Environmental Protection Agency (tribal lands) will be conducted prior to the District Engineer making a waiver determination to ensure the proposed activity is in compliance with Section 401 Water Quality Standards.

Select Waters and Wetlands: The Corps will coordinate with the Idaho Department of Fish and Game (IDFG) for activities in the following waters and wetlands that require notification and are authorized by NWP:

- Waters: Waters: Anadromous waters as shown on Figure 1: *Watersheds Requiring Pre-Construction Notification*, dated January 6, 2021; Henry's Fork of the Snake River and its tributaries; South Fork Snake River and its tributaries; Big Lost River and its tributaries upstream of the US 93 crossing; Beaver, Camas, and Medicine Lodge Creeks; Snake River; Blackfoot River above Blackfoot Reservoir; Portneuf River; Bear River; Boise River including South Fork, North Fork and Middle Fork; Payette River including South Fork, North Fork and Middle Fork; Coeur d'Alene River, including the North Fork; St. Joe River; Priest River; Kootenai River; Big Wood River; and Silver Creek and its tributaries.

- Wetlands identified in Idaho Department of Fish and Game, Wetland Conservation Strategy as Class I, Class II and Reference Habitat Sites[6].

- Wetlands identified in the Idaho Wetland Conservation Prioritization Plan-2012[7].

NWP 27-Aquatic Habitat Restoration, Establishment, and Enhancement Activities

Prior to verification, the Corps will coordinate the project with the Idaho Department of Fish and Game for activities in perennial, fish bearing streams.

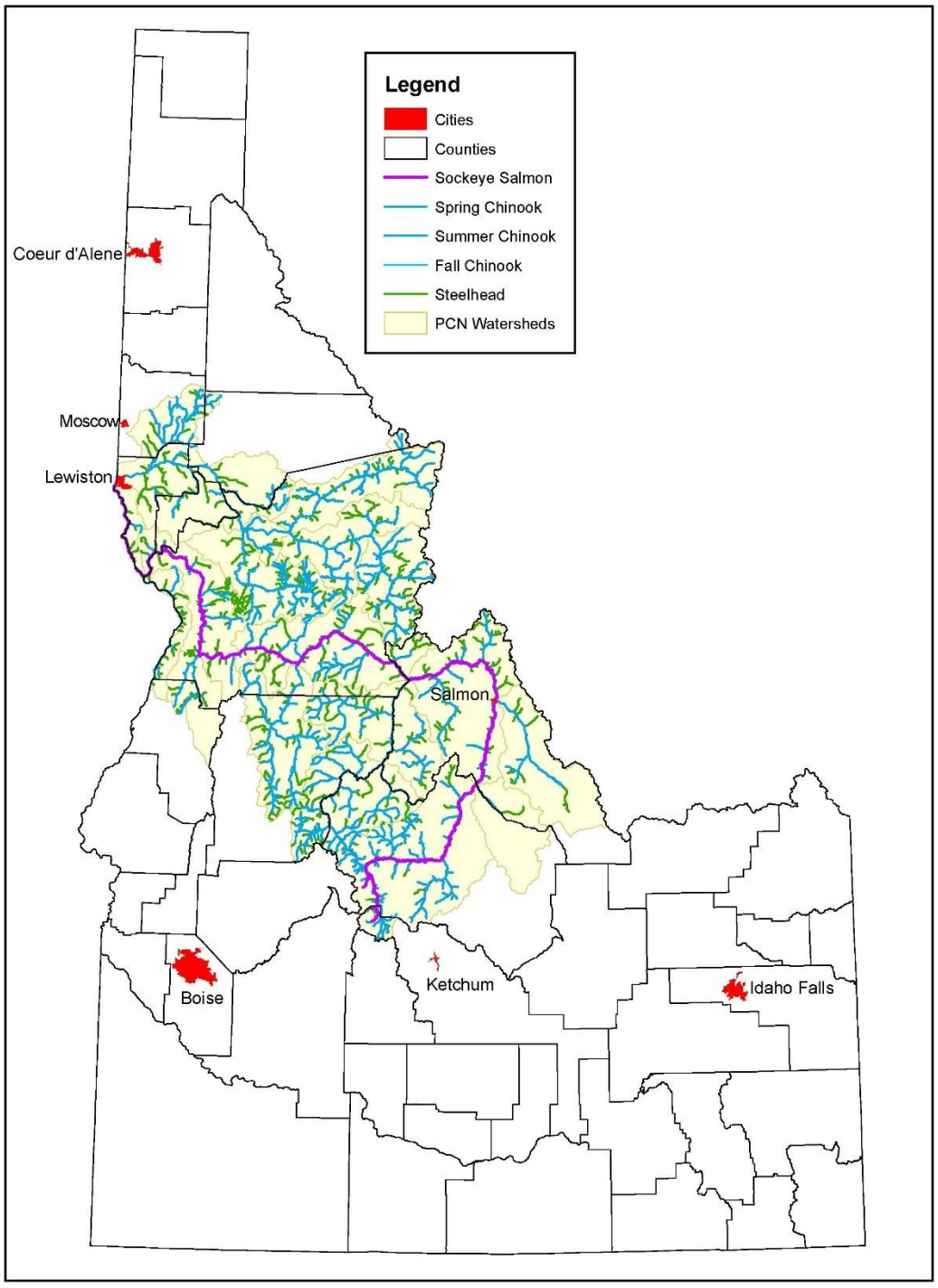
[6] Idaho Department of Fish and Game (IDFG) Wetland Conservation Strategies have been developed for the Henrys Fork Basin, Northern Idaho, Big Wood River, Southeast Idaho, East-Central Idaho and Spokane River Basin, Middle and Western Snake River and tributaries, and the Upper Snake River–Portneuf Drainage, Weiser River Basin, and West Central Mountain Valleys and adjacent wetlands. Closed basins of Beaver-Camas Creeks, Medicine Lodge Creek, Palouse River and lower Clearwater River sub-basins, Middle Fork and South Fork Clearwater Basins and Camas Prairie in northern Idaho. Refer to the internet site at: http://fishandgame.idaho.gov/content/page/wetlands-publications-idaho-natural-heritage-program#reports

[7] Murphy, C., J. Miller and A. Schmidt. 2012. https://parksandrecreation.idaho.gov/sites/default/files/uploads/documents/SCORTP/Update/Apdx%20.%20Wetlands%Priority%Plan%20(Part %20I)%Compressed1.pdf

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Figure 1

Watersheds Requiring Pre-Construction Notification



US Army Corps of Engineers

0 20 40 80 Miles

6 January 2021

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2021 Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

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1. Navigation
(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements
No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas
Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas
Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds
No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material
No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes
No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments
If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

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9. Management of Water Flows
To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains
The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment
Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls
Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills
Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance
Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project
The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers
(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency

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with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. Tribal Rights

No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be

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affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take'' means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at

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http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. Migratory Birds and Bald and Golden Eagles

The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties

(a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)).

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Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts

Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters

Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment,

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additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation

The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of

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streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14)

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must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. <u>Safety of Impoundment Structures</u>

To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have

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been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality

(a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management.

In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions

The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits

The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated

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bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1⁄3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications

If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____

_____

(Transferee)

_____

_____

(Date)

30. Compliance Certification

Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory

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mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States

If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification

(a) *Timing*. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

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(b) *Contents of Pre-Construction Notification*: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining

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why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatenedspecies (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification*: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination*: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii)

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NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

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STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1410 N Hilton Street, Boise, ID 83706
(208) 373-0502

Brad Little, Governor
Jess Byrne, Director

December 4, 2020

Kelly J. Urbanek, Chief
U.S. ACOE Regulatory Division
Walla Walla District
720 East Park Boulevard, Suite 245
Boise, Idaho 83712-7757

Subject: Final §401 Water Quality Certification for 2020 Nationwide Permits in Idaho

Dear Ms. Urbanek:

Enclosed please find the Idaho Department of Environmental Quality (DEQ) final water quality certification for the 2020 Nationwide Permits in Idaho. DEQ offered a 21-day public comment period, beginning on November 2, 2020, and ending on November 23, 2020.

DEQ received a single comment letter. After review of the comments received, minor modifications were made to the final certification in order to provide additional clarity.

If you have any questions or concerns regarding this certification, please contact Jason Pappani at (208) 373-0515 or via email at jason.pappani@deq.idaho.gov.

Sincerely,

Mary Anne Nelson, PhD
Surface and Wastewater Division Administrator

MAN:JP:lf

cc: Jason Pappani, DEQ State Office
DEQ Regional Administrators
James Joyner, ACOE Walla Walla District
Brent King, Idaho Attorney General's Office

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Idaho Department of Environmental Quality

Final §401 Water Quality Certification

December 4, 2020

2020 U.S. Army Corps of Engineers §404 Nationwide Permits (NWPs)

Pursuant to the provisions of Section 401(a)(1) of the Federal Water Pollution Control Act (Clean Water Act), as amended; 33 U.S.C. Section 1341(a)(1); and Idaho Code §§ 39-101 et seq. and 39-3601 et seq., the Idaho Department of Environmental Quality (DEQ) has authority to review activities receiving Section 404 dredge and fill permits and issue water quality certification decisions.

Based upon its review of the proposed 2020 Nationwide Permits published in the Federal Register on September 15, 2020, DEQ certifies that if the permittee complies with the terms and conditions imposed by the permits, including the Regional Conditions set forth by the Army Corps of Engineers (ACOE), along with the conditions set forth in this water quality certification, then activities will comply with the applicable water quality requirements of Sections 301, 302, 303, 306, and 307 of the Clean Water Act, the Idaho Water Quality Standards (WQS) (IDAPA 58.01.02), and other appropriate water quality requirements of state law.

This certification does not constitute authorization of the permitted activities by any other state or federal agency or private person or entity. This certification does not excuse the permit holder from the obligation to obtain any other necessary approvals, authorizations, or permits, including without limitation, the approval from the owner of a private water conveyance system, if one is required, to use the system in connection with the permitted activities.

1 Antidegradation Review

The WQS contain an antidegradation policy providing three levels of protection to water bodies in Idaho (IDAPA 58.01.02.051).

- Tier I Protection. The first level of protection applies to all water bodies subject to Clean Water Act jurisdiction and ensures that existing uses of a water body and the level of water quality necessary to protect those existing uses will be maintained and protected (IDAPA 58.01.02.051.01; 58.01.02.052.01). Additionally, a Tier I review is performed for all new or reissued permits or licenses (IDAPA 58.01.02.052.07).
- Tier II Protection. The second level of protection applies to those water bodies considered high quality and ensures that no lowering of water quality will be allowed unless deemed necessary to accommodate important economic or social development (IDAPA 58.01.02.051.02; 58.01.02.052.08).

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- Tier III Protection. The third level of protection applies to water bodies that have been designated outstanding resource waters and requires that activities not cause a lowering of water quality (IDAPA 58.01.02.051.03; 58.01.02.052.09).

DEQ is employing a water body by water body approach to implementing Idaho's antidegradation policy. This approach means that any water body fully supporting its beneficial uses will be considered high quality (IDAPA 58.01.02.052.05.a). Any water body not fully supporting its beneficial uses will be provided Tier I protection for that use, unless specific circumstances warranting Tier II protection are met (IDAPA 58.01.02.052.05.c). The most recent federally approved Integrated Report and supporting data are used to determine support status and the tier of protection (IDAPA 58.01.02.052.05).

1.1 Pollutants of Concern

The primary pollutant of concern, for projects permitted under the 2020 NWPs administered by the ACOE, is sediment. In locations where heavy metals are present due to mining activities, or where high concentrations of nutrients may be associated with sediments, additional considerations may be necessary. If the project reduces riparian vegetation, then temperature (thermal loading) may also be of concern.

The procedures outlined in the Sediment Evaluation Framework for the Pacific Northwest[1] may be applied to assess and characterize sediment to determine the suitability of dredged material for unconfined aquatic placement, to determine the suitability of post dredge surfaces, and to predict effects on water quality during dredging (See Section 2.4 for more details).

As part of the Section 401 water quality certification, DEQ is requiring the applicant to comply with various conditions to protect water quality and to meet Idaho WQS, including the criteria applicable to sediment.

1.2 Receiving Water Body Level of Protection

The ACOE NWPs authorize construction activities in waters of the United States. In Idaho, jurisdictional waters of the state can potentially receive discharges either directly or indirectly from activities authorized under the NWPs. DEQ applies a water body by water body approach to determine the level of antidegradation protection a water body will receive. (IDAPA 58.01.02.052.05).

All waters in Idaho that receive discharges from activities authorized under a NWP will receive, at minimum, Tier I antidegradation protection because Idaho's Tier I antidegradation policy applies to all state waters (IDAPA 58.01.02.052.01). Water bodies that fully support their aquatic life or recreational uses are considered *high quality waters* and will receive Tier II antidegradation protection (IDAPA 58.01.02.051.02). Because of the statewide applicability, the antidegradation review will assess whether the NWP permit complies with both Tier I and Tier II antidegradation provisions (IDAPA 58.01.02.052.03).

Although Idaho does not currently have any Tier III designated outstanding resource waters (ORWs), it is possible for a water body to be designated as an ORW during the life of the NWPs.

[1] Northwest Regional Sediment Evaluation Team (RSET). 2018. Sediment Evaluation Framework for the Pacific Northwest. *Prepared by* the RSET Agencies, May 2018, 183 pp plus appendices.

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Because of this potential, the antidegradation review also assesses whether the permit complies with the outstanding resource water requirements of Idaho's antidegradation policy (IDAPA 58.01.02.051.03).

To determine the support status of the receiving water body, the most recent EPA-approved Integrated Report, available on Idaho DEQ's website, is to be used: http://www.deq.idaho.gov/water-quality/surface-water/monitoring-assessment/integrated-report/. (IDAPA 58.01.02.052.05).

High quality waters are identified in Categories 1 and 2 of the Integrated Report. If a water body is in either Category 1 or 2, it is a Tier II water body.

Unassessed waters are identified in Category 3 of DEQ's Integrated Report. These waters require a case by case determination to be made by DEQ based on available information at the time of the application for permit coverage (IDAPA 58.01.02.052.05.b). For activities occurring on unassessed waters under this certification, DEQ has determined that complying with the conditions of the NWP, the regional conditions, and this certification will ensure the provisions of IDAPA 58.01.02.052 are met.

Impaired waters are identified in Categories 4 and 5 of the Integrated Report. Category 4(a) contains impaired waters for which a TMDL has been approved by EPA. Category 4(b) contains impaired waters for which controls other than a TMDL have been approved by EPA. Category 5 contains waters which have been identified as "impaired", for which a TMDL is needed. These waters are Tier I waters, for the use which is impaired. With the exception, if the aquatic life uses are impaired for any of these three pollutants—dissolved oxygen, pH, or temperature—and the biological or aquatic habitat parameters show a healthy, balanced biological community, then the water body shall receive Tier II protection, in addition to Tier I protection, for aquatic life uses (IDAPA 58.01.02.052.05.c.i).

DEQ's webpage also has a link to the state's map-based Integrated Report which presents information from the Integrated Report in a searchable, map-based format: http://www.deq.idaho.gov/assistance-resources/maps-data/.
Water bodies can be in multiple categories for different causes. If assistance is needed in using these tools, or if additional information/clarification regarding the support status of the receiving water body is desired, please feel free to contact your nearest DEQ regional office or the State Office (Table 1).

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Table 1. Idaho DEQ Regional and State Office Contacts

Regional Office	*Address*	*Phone Number*	*Email*
Boise	1445 N. Orchard Rd., Boise 83706	208-373-0550	kati.carberry@deq.idaho.gov
Coeur d'Alene	2110 Ironwood Parkway, Coeur d'Alene 83814	208-769-1422	chantilly.higbee@deq.idaho.gov
Idaho Falls	900 N. Skyline, Suite B., Idaho Falls 83402	208-528-2650	troy.saffle@deq.idaho.gov
Lewiston	1118 "F" St., Lewiston 83501	208-799-4370	sujata.connell@deq.idaho.gov
Pocatello	444 Hospital Way, #300 Pocatello 83201	208-236-6160	matthew.schenk@deq.idaho.gov
Twin Falls	650 Addison Ave. W., Suite 110, Twin Falls 83301	208-736-2190	balthasar.buhidar@deq.idaho.gov
State Office	1410 N. Hilton Rd., Boise 83706	208-373-0502	jason.pappani@deq.idaho.gov

1.3 Protection and Maintenance of Existing Uses (Tier I Protection)

A Tier I review is performed for all new or reissued permits or licenses, applies to all waters subject to the jurisdiction of the Clean Water Act, and requires demonstration that existing uses and the level of water quality necessary to protect existing uses shall be maintained and protected (IDAPA 58.01.02.051.01; 052.01 and 04). The numeric and narrative criteria in the WQS are set at levels that ensure protection of existing and designated beneficial uses.

Water bodies not supporting existing or designated beneficial uses must be identified as water quality limited, and a total maximum daily load (TMDL) must be prepared for those pollutants causing impairment (IDAPA 58.01.02.055.02). Once a TMDL is completed, discharges of causative pollutants shall be consistent with the allocations in the TMDL (IDAPA 58.01.02.055.05). Prior to the completion of a TMDL, the WQS require the application of the antidegradation policy and implementation provisions to maintain and protect beneficial uses (IDAPA 58.01.02.055.04).

The general (non-numeric) effluent limitations in the NWPs and associated Regional Conditions for the ACOE Walla Walla District address best management practices (BMPs) aimed at minimizing impacts to the aquatic environment, especially sediment and turbidity impacts including: vegetation protection and restoration, de-watering requirements, erosion and sediment controls, soil stabilization requirements, pollution prevention measures, prohibited discharges, and wildlife considerations. Although the NWPs do not contain specific (numeric) effluent limitations for sediment or turbidity, the conditions identified in the permits and in this water quality certification will ensure compliance with DEQ's water quality standards, including the narrative sediment criteria (IDAPA 58.01.02.200.08) and DEQ's turbidity criteria (IDAPA 58.01.02.250.02.e).

In order to ensure compliance with Idaho WQS, DEQ has included a condition requiring the permittee(s) to comply with Idaho's numeric turbidity criteria, developed to protect aquatic life

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uses. The criterion states, "Turbidity shall not exceed background turbidity by more than 50 nephelometric turbidity units (NTU)[2] instantaneously or more than 25 NTU for more than 10 consecutive days" (IDAPA 58.01.02.250.02.e). DEQ is requiring turbidity monitoring when project activities result in a discharge to waters of the United States that causes a visible sediment plume (IDAPA 58.01.02.054.01) (See Section 2.5 for more details).

If an approved TMDL exists for a receiving water body that requires a load reduction for a pollutant of concern, then the project must be consistent with the provisions of that TMDL (IDAPA 58.01.02.055.05).
For authorized activities requiring a pre-construction notification (PCN), the Corps will have the opportunity to evaluate the NWP activities on a case by case basis to ensure that the activity will not cause more than a minimal adverse environmental effect, individually and cumulatively. The Corps has agreed to forward the verification letters to the appropriate DEQ regional office (Table 1) for all authorized activities including the NWP activities that require a PCN. This will better inform DEQ of the authorized activities that are occurring throughout the state and determine if additional conditions will need to be implemented when the ACOE reissues the NWPs.

1.3.1 DEQ's Determination

DEQ concludes that, given the nature of the activities authorized by the 2020 NWPs, such activities will comply with Idaho's Tier I requirements under IDAPA 58.01.02.051.01 and 58.01.02.052.07, provided the permitted activities are carried out in compliance with the limitations and associated requirements of the 2020 NWPs, Regional Conditions, and conditions set forth in this water quality certification.

1.4 Protection of High-Quality Waters (Tier II Protection)

Water bodies that fully support their beneficial uses are recognized as high-quality waters and will be provided Tier II protection in addition to Tier I protection (IDAPA 58.01.02.051.02; 58.01.02.052.05.a). Water quality parameters applicable to existing or designated beneficial uses must be maintained and protected under Tier II, unless a lowering of water quality is deemed necessary to accommodate important economic or social development (IDAPA 58.01.02.051.02; 58.01.02.052.08).

The ACOE does not authorize projects with more than minimal individual and cumulative impacts on the aquatic environment under a NWP (33 U.S.C.A. § 1344(e)). As required by the National Environmental Policy Act (NEPA) the Corps has analyzed the individual and cumulative effects for the NWP activities. DEQ recognizes that short term changes in water quality may occur with respect to sediment as a result of the authorized activities, but has determined that adherence to the terms and conditions imposed by the permits, including the Regional Conditions set forth by the Army Corps of Engineers (ACOE or Corps), along with the conditions set forth in this water quality certification will ensure that there are no long-term adverse changes to water quality or beneficial use support as a result of any activity authorized under this certification (IDAPA 58.01.02.052.03). As a general principle, DEQ believes degradation of water quality should be viewed in terms of permanent or long-term adverse

[2] *NTU is a unit of measure of the concentration of suspended particles in the water (turbidity). It is determined by shining a light through a sample and measuring the incident light scattered at right angles from the sample.*

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changes. Short-term or temporary reductions in water quality, if reasonable measures are taken to minimize them (such as the certification conditions in Section 2), may occur without triggering a Tier II analysis (IDAPA 58.01.02.052.03; 080.02).

To ensure proposed regulated activities will not cause more than minimal individual and cumulative impacts on the aquatic environment, certain NWPs require project proponents to notify district engineers (in the form of a PCN) of their proposed activities prior to conducting regulated activities. This level of review gives the district engineer the opportunity to evaluate activities on a case by case basis to determine whether additional conditions or mitigation requirements are warranted to ensure that the proposed activity results in no more than the minimal individual and cumulative impacts on the aquatic environment.

DEQ has denied certification for NWP 16, NWP 23, and NWP 53 (see Section 3.1); and for certain activities associated with NWP 3, NWP 12, NWP 13, NWP 14, NWP 21, NWP 29, NWP 39, NWP 40, NWP 42, NWP 43, NWP 44, NWP 50, NWP 51, NWP 52, NWP C, NWP D, and NWP E (see Section 3.2). Projects seeking coverage under these NWPs will need to request individual certification from DEQ. DEQ will consider any additional conditions or denial of certification if necessary to ensure no lowering of water quality occurs for any of these projects proposed on Tier II water.

Additionally, if an authorized project causes a visible sediment plume then turbidity monitoring is required (see Section 2.5 for more details).

1.4.1 DEQ's Determination

DEQ concludes that the activities authorized by the 2020 NWPs and this certification will comply with Idaho's Tier II requirements under IDAPA 58.01.02.051.02 and 58.01.02.052.08 providing permitted activities are carried out in compliance with the limitations and associated requirements of the 2020 NWPs, Regional Conditions, and conditions of this water quality certification.

1.5 Protection of Outstanding Resource Waters (Tier III Protection)

Idaho's antidegradation policy requires that the quality of outstanding resource waters (ORWs) be maintained and protected from the impacts of point and nonpoint source activities (IDAPA 58.01.02.051.03). No water bodies in Idaho have been designated as ORWs to date. Because it is possible waters may become designated during the term of the 2020 NWPs, DEQ has evaluated whether the NWPs comply with the ORW antidegradation provision.

DEQ has denied certification for any activities on any Outstanding Resource Water (ORW) (see Section 3) and is requiring that any activities proposed on an ORW apply for individual certification (see Section 2.3).

1.5.1 DEQ's Determination

DEQ concludes that the activities authorized by the 2020 NWPs and this certification will comply with Idaho's Tier III requirements under IDAPA 58.01.02.051.03 providing permitted activities are carried out in compliance with the limitations and associated requirements of the 2020 NWPs, Regional Conditions, and conditions of this water quality certification.

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2 Conditions Necessary to Ensure Compliance with Water Quality Standards or Other Appropriate Water Quality Requirements of State Law

For all activities covered under this certification, the following conditions are necessary to ensure that permitted projects comply with water quality requirements.

2.1 Design, Implementation, and Maintenance of Appropriate Best Management Practices

Best Management Practices (BMPs) must be designed, implemented, and maintained by the permittee to fully protect and maintain the beneficial uses and ambient water quality of waters of the state and to prevent exceedances of WQS (IDAPA 58.01.02.350.01.a).

BMPs must be selected and properly installed. Proper installation and operation of BMPs are required to ensure the provisions of IDAPA 58.01.02.052 are met. In order to ensure that BMPs are operating properly and to demonstrate that degradation has not occurred, the permittee must monitor and evaluate BMP effectiveness daily during project activities to assure that water quality standards are being met.

Approved BMPs for specific activities (mining, forestry, stream channel alteration, etc.) are codified in IDAPA 58.01.02.350. Additionally, DEQ provides a catalog of storm water best management practices, available at: http://www.deq.idaho.gov/media/60184297/stormwater-bmp-catalog.pdf. This catalog presents a variety of BMPs that can be used to control erosion and sediment during and after construction. Other sources of information are also available and may be used for selecting project appropriate BMPs.

This condition is necessary meet the following water quality requirements:

Control of erosion, sediment, and turbidity to maintain beneficial use support and compliance with the following water quality standards:

- General Surface Water Criteria for Sediment (IDAPA 58.01.02.200.08)
- Numeric Turbidity Criteria for Aquatic Life (IDAPA 58.01.02.250.02.e)
- Numeric turbidity criteria for protection of domestic water supply (IDAPA 58.01.02.252.01.b)
- Point source wastewater treatment requirements (IDAPA 58.01.02.401.02)

2.2 TMDL Compliance

If there is an approved or established TMDL, then the permittee must comply with the established loads in the TMDL. Approved TMDLs can be found on DEQ's website (https://www.deq.idaho.gov/water-quality/surface-water/tmdls/table-of-sbas-tmdls/) or by contacting the appropriate regional office contact (Table 1).

This condition is necessary to meet the following water quality requirements:

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Ensure projects are consistent with waste load and load allocations established in approved TMDLs (IDAPA 58.01.02.055.04 and .05).

2.3 Outstanding Resource Waters

If waters become designated as ORWs during the term of the NWPs, a permittee proposing a project on an ORW must contact the appropriate DEQ regional office and apply for individual certification.

This condition is necessary to meet the following water quality requirements:

Ensure there is no lowering of water quality in any ORW as required by the Idaho Antidegradation Policy (IDAPA 58.01.02.051.03).

2.4 Fill Material

Material subject to suspension, including suspended dredge material, shall be free of easily suspended fine material. The fill material to be placed in waters of the United States shall be clean material only. If dredged material is proposed to be used as fill material and there is a possibility the material may be contaminated, then the permittee must apply the procedures in the *Sediment Evaluation Framework for the Pacific Northwest* (RSET, 2018) to assess and characterize sediment to determine the suitability of dredged material for unconfined-aquatic placement; determine the suitability of post dredge surfaces; and to predict effects on water quality during dredging.

This condition is necessary to meet the following water quality requirements:

Prevent suspension of fine sediment and turbidity in order to provide beneficial use support and compliance with the following water quality standards:

- General Surface Water Criteria for Sediment (IDAPA 58.01.02.200.08)
- Numeric Turbidity Criteria for Aquatic Life (IDAPA 58.01.02.250.02.e)
- Numeric turbidity criteria for protection of domestic water supply (IDAPA 58.01.02.252.01.b)
- Point source wastewater treatment requirements (IDAPA 58.01.02.401.02)

Prevent suspension of hazardous, toxic, or deleterious materials or other pollutants that may be associated with fill material in order to ensure beneficial use support and compliance with the following water quality standards:

- General Surface Water Criteria for hazardous materials (IDAPA 58.01.02.200.01), toxic substances (IDAPA 58.01.02.200.02), deleterious materials (IDAPA 58.01.02.200.03), excess nutrients (IDAPA 58.01.02.200.06), or oxygen demanding materials (IDAPA 58.01.02.200.09)
- Numeric toxics criteria for aquatic life and human health (IDAPA 58.01.02.210)

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2.5 Turbidity

If no visible sediment plume is present, it is reasonable to assume that there is no potential violation of the water quality criteria for turbidity (IDAPA 58.01.02.250.02.e). Therefore, turbidity monitoring is only required when activities cause a visible sediment plume.

A properly and regularly calibrated turbidimeter is required for measurements analyzed in the field, but grab samples may be collected and taken to a laboratory for analysis. When monitoring is required a sample must be taken at an undisturbed area immediately up-current from in-water disturbance or discharge to establish background turbidity levels. Background turbidity, latitude/longitude, date, and time must be recorded prior to monitoring down-current. Then a sample must be collected immediately down-current from the in-water disturbance or point of discharge and within any visible sediment plume. The turbidity, latitude/longitude, date, and time must be recorded for each sample. The downstream sample must be taken immediately following the upstream sample in order to obtain meaningful and representative results.

Results from the down-current sampling point must be compared to the up-current or background level to determine whether project activities are causing an exceedance of state WQS. If the downstream turbidity is 50 NTUs or more greater than the upstream turbidity, then the project is causing an exceedance of the WQS (IDAPA 58.01.02.250.02.e).
Any exceedance of the turbidity standard must be reported to the appropriate DEQ regional office (Table 1) within 24 hours.

The following steps should be followed to ensure compliance with the turbidity standard:

1. If a visible plume is observed, collect turbidity measurements at 1) an upstream location; and, 2) from within the plume, and compare the results to Idaho's instantaneous numeric turbidity criterion (50 NTU over background).
2. If turbidity in the plume is less than 50 NTU instantaneously over the background turbidity continue monitoring as long as the plume is visible. If turbidity exceeds background turbidity by more than 50 NTU instantaneously then stop all earth disturbing construction activities immediately and proceed to Step 3. If turbidity exceeds background turbidity by more than 25 NTU, or if a visible plume is observed for more than 10 consecutive days, then stop all earth disturbing construction activities and proceed to Step 3.
3. Notify the appropriate DEQ regional office within 24 hours of any turbidity criteria exceedance. Take action to address the cause of the exceedance. That may include inspecting the condition of project BMPs. If the BMPs are functioning to their fullest capability, then the permittee must modify project activities and/or BMPs to correct the exceedance.
4. Earth disturbing activities may continue once turbidity readings return to within 50 NTU over background instantaneously; or, if turbidity has exceeded 25 NTU over background for more than ten consecutive days, once turbidity readings have no longer exceeded 25 NTU over background for at least 24 consecutive hours.

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Copies of daily logs for turbidity monitoring must be available to DEQ upon request. The report must describe all exceedances and subsequent actions taken, including the effectiveness of the action.

This condition is necessary to meet the following water quality requirements:

Ensure that activities do not impair beneficial uses, and ensure and document compliance with the following water quality standards:

- General Surface Water Criteria for Sediment (IDAPA 58.01.02.200.08)
- Numeric Turbidity Criteria for Aquatic Life (IDAPA 58.01.02.250.02.e)
- Numeric turbidity criteria for protection of domestic water supply (IDAPA 58.01.02.252.01.b)

2.6 Mixing Zones

No mixing zones are authorized through this certification. If a mixing zone, or alternatively, a point of compliance, is desired, the permittee must apply for an individual certification and must contact the appropriate DEQ regional office (Table 1) to request authorization for a mixing zone.

This condition is necessary to meet the following water quality requirements:

Ensure any mixing zone is properly authorized in accordance with the Idaho Mixing Zone Policy (IDAPA 58.01.02.060).

2.7 Culverts

To prevent road surface and culvert bedding material from entering a stream, culvert crossings must include best management practices to retain road base and culvert bedding material. For perennial waters, the permittee should consider the Idaho Stream Channel Alterations rules (IDAPA 37.03.07). Another source of BMPs for culvert installation can be found in the Idaho Forest Practices Act (IDAPA 20.20.01). Examples of best management practices include, but are not limited to: parapets, wing walls, inlet and outlet rock armoring, compaction, suitable bedding material, anti-seep barriers such as bentonite clay, or other acceptable roadway retention systems.

This condition is necessary to meet the following water quality requirements:

Control of erosion, sediment, and turbidity to provide beneficial use support and compliance with the following water quality standards:

- General Surface Water Criteria for Sediment (IDAPA 58.01.02.200.08)
- Numeric Turbidity Criteria for Aquatic Life (IDAPA 58.01.02.250.02.e)
- Numeric turbidity criteria for protection of domestic water supply (IDAPA 58.01.02.252.01.b)

2.8 Wood Preservatives

DEQ's *Guidance for the Use of Wood Preservatives and Preserved Wood Products In or Around Aquatic Environments* must be considered when using treated wood materials in the aquatic environment. Within this guidance document DEQ references the *Best Management Practices*

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for the Use of Treated Wood in Aquatic and Wetland Environments[3]. This document provides recommended guidelines for the production and installation of treated wood products destined for use in sensitive environments.

This condition is necessary to meet the following water quality requirements:

Ensure that toxic chemicals are not introduced into waters and to ensure compliance with the following water quality standards:

- General Surface Water Criteria for hazardous materials (IDAPA 58.01.02.200.01), toxic substances (IDAPA 58.01.02.200.02), and deleterious materials (IDAPA 58.01.02.200.03)
- Numeric toxics criteria for aquatic life and human health (IDAPA 58.01.02.210)

2.9 Reporting of Discharges Containing Hazardous Materials or Deleterious Materials

All spills of hazardous material, deleterious material or petroleum products which may impact waters (ground and surface) of the state shall be immediately reported. Call 911 if immediate assistance is required to control, contain or clean up the spill. If no assistance is needed in cleaning up the spill, contact the appropriate DEQ regional office in Table 2 during normal working hours or Idaho State Communications Center after normal working hours. If the spilled volume is above federal reportable quantities, contact the National Response Center.

For immediate assistance: Call 911

National Response Center: (800) 424-8802

Idaho State Communications Center: (800) 632-8000

Table 2. Idaho DEQ regional contacts for reporting discharge or spill of hazardous or deleterious materials.

Regional Office	*Toll Free Phone Number*	*Phone Number*
Boise	888-800-3480	208-373-0550
Coeur d'Alene	877-370-0017	208-769-1422
Idaho Falls	800-232-4635	208-528-2650
Lewiston	877-541-3304	208-799-4370
Pocatello	888-655-6160	208-236-6160
Twin Falls	800-270-1663	208-736-2190

[3] Western Wood Preservers Institute, Wood Preservation Canada, Southern Pressure Treaters' Association, and Southern Forest Products Association. 2011. "Best Management Practices: For the Use of Treated Wood in Aquatic and Wetland Environments" Vancouver, WA: Western Wood Preservers Institute.

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This condition is necessary to meet the following water quality requirements:

Ensure compliance with the following water quality standards:

- Hazardous Material Spills (IDAPA 58.01.02.850)
- Petroleum release reporting, investigation, and confirmation (IDAPA 58.01.02.851)
- Petroleum release response and corrective action (IDAPA 58.01.02.852)

2.10 Other Conditions

This certification is conditioned upon the requirement that if there are material modifications of the NWPs or the permitted activities—including without limitation, significant changes from the draft NWPs to final NWPs, or significant changes to the draft Regional Conditions, then DEQ must re-evaluate the certification to determine compliance with Idaho WQS and to provide additional certification pursuant to Section 401.

This condition is necessary to ensure that DEQ can evaluate any material modification to ensure it meets water quality requirements and complies with the Idaho antidegradation policy (IDAPA 58.01.02.051) and its implementation (IDAPA 58.01.02.052), general surface water quality criteria (200), numeric toxics criteria for aquatic life and human health (IDAPA 58.01.02.210), numeric criteria for aquatic life (IDAPA 58.01.02.250), recreation (IDAPA 58.01.02.251), and water supply uses (IDAPA 58.01.02.252).

3 Projects for Which Certification Is Denied

DEQ cannot certify that the following activities will comply with water quality requirements, including State WQS and other appropriate requirements of state law, and is therefore denying certification for the activities listed below.

For activities for which certification has been denied, the applicant will be required to request an individual certification before the activity can be conducted. Individual certification requests will provide DEQ with the opportunity to review project details and determine if additional conditions are necessary to ensure that water quality requirements will be met.

Upon review and evaluation of individual certification requests, DEQ may 1) certify without condition, 2) provide individual certification with conditions necessary to ensure water quality requirements will be met, or 3) deny certification for projects that will not meet water quality requirements.

3.1 NWPs denied

DEQ denies certification for all activities proposed to occur on waters designated as ORWs during the term of the permit. This denial is necessary to ensure compliance with the water quality requirements of Idaho's antidegradation policy (IDAPA 58.01.02.051.03) and implementation procedures (IDAPA 58.01.02.052.09.g).

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In addition, the following NWPs are denied certification for all Idaho waters. Projects seeking coverage under these NWPs must request individual certification from DEQ.

NWP 16 - Return Water from Upland Contained Disposal Areas

Basis for denial:

Return water from upland disposal areas has the potential to contribute turbidity, sediment, and other toxic and non-toxic pollutants to receiving waters.

To ensure that discharge from upland contained disposal areas meets water quality requirements, DEQ must evaluate the quality of the return water and evaluate the potential pollutants associated with return water on a case-by-case basis to determine compliance with general surface water quality criteria (IDAPA 58.01.02.200); numeric toxics criteria for aquatic life and human health (IDAPA 58.01.02.210); and use specific criteria for aquatic life (IDAPA 58.01.02.250), recreation (IDAPA 58.01.02.251), and water supply uses (IDAPA 58.01.02.252).

NWP 23 - Approved Categorical Exclusions

Basis for denial:

DEQ is unable to determine that meeting the requirements for categorical exclusion under the National Environmental Policy Act will meet state water quality requirements.

DEQ will evaluate categorically excluded activities on a case-by-case basis to determine compliance with general surface water quality criteria (IDAPA 58.01.02.200); numeric toxics criteria for aquatic life and human health (IDAPA 58.01.02.210); and use specific criteria for aquatic life (IDAPA 58.01.02.250), recreation (IDAPA 58.01.02.251), and water supply uses (IDAPA 58.01.02.252).

NWP 53 – Removal of Low-Head Dams

Basis for denial:

Material released from the removal of low head dams has the potential to contribute turbidity, sediment, and other toxic and non-toxic pollutants to receiving waters.

In order to ensure that release of materials from the removal of low head dams meets water quality requirements, DEQ must evaluate the potential pollutants associated with this release on a case-by-case basis to determine compliance with general surface water quality criteria (IDAPA 58.01.02.200); numeric toxics criteria for aquatic life and human health (IDAPA 58.01.02.210); and use specific criteria for aquatic life (IDAPA 58.01.02.250), recreation (IDAPA 58.01.02.251), and water supply uses (IDAPA 58.01.02.252).

3.2 NWPs partially denied

The following activities have the potential to disturb significant areas and could disturb a significant fraction of entire Assessment Units, causing permanent and significant impairment of designated and existing beneficial uses. The conditions associated with the NWP, regional conditions, and the conditions associated with this certification are not sufficient to provide DEQ with assurance that projects of this magnitude would not result in impairment of existing or

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designated beneficial uses in all waters, and potentially increase degradation in high quality (Tier II) waters.

In order to meet the requirements of Idaho's antidegradation implementation procedures (IDAPA 58.01.02.052), ensure that beneficial uses are not impaired, and ensure compliance with general surface water quality criteria for sediment (IDAPA 58.01.02.200.08), DEQ must evaluate these projects on a case-by-case basis and provide individual certification where applicable.

3.2.1 NWPs 3, 13, and 14

The 2020 NWPs 3, 13, and 14 require preconstruction notification (PCN) for certain activities when it is necessary for the district engineer to review activities to ensure only minimal adverse environmental effects.

While the additional district engineer review is intended to ensure that activities will cause only minimal adverse environmental effects, it is not reasonable to expect that the district engineer review will consider the requirements of Idaho's antidegradation implementation procedures (IDAPA 58.01.02.052) when making their determination. Consequently, DEQ cannot certify that activities requiring PCN under these NWPs would not cause degradation of water quality, and therefore cannot certify that these activities would meet Idaho's antidegradation implementation procedures (IDAPA 58.01.02.052).

Therefore, DEQ is denying certification for the following activities that require PCN under the proposed 2020 NWPs:

NWP 3 – Maintenance

Activities Denied Certification

- Activities authorized by paragraph (b) of NWP 3

NWP 13 – Bank Stabilization

Activities Denied Certification:

- activities involving discharge into special aquatic sites;
- activities in excess of 500 linear feet;
- activities that involve discharge of greater than one cubic yard per running foot measured along the length of the treated bank below the plane of the ordinary high water mark

NWP 14 – Linear Transportation Projects

Activities Denied Certification:

- activities resulting in the loss of waters of the United States in excess of 1/10 acre;
- discharge in a special aquatic site, including wetlands

3.2.2 NWPs 12, C, and D

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The 2017 NWP 12 included activities proposed to be permitted under the 2020 NWPs C and D.

The 2017 NWP 12 required PCN for activities that, among other thresholds, involved mechanized clearing in forested wetlands, exceeded 500 linear feet, or that resulted in loss of greater than 1/10 acre of waters of the United States. The 2020 NWP proposes removal of these thresholds for PCN, and does not require additional review from the ACOE district engineer to ensure only minimal adverse environmental effects.

Without the requirement for PCN and additional review from the district engineer, DEQ cannot certify that these activities will not result in degradation. Therefore, DEQ is denying certification for the following activities:

NWP 12 – Oil or Natural Gas Pipeline Activities

Activities Denied Certification:

- activities that involve mechanized clearing of a wooded wetland;
- oil or natural gas pipelines in waters of the United States that exceed 500 linear feet or that run adjacent to a water body for greater than 500 linear feet;
- activities where discharge will result in loss of greater than 1/10-acre, as determined by ACOE, of waters of the United States

NWP C – Electric Utility Line and Telecommunications Activities

Activities Denied Certification:

- activities that involve mechanized clearing of a wooded wetland;
- electric utility line and telecommunications activities in waters of the United States that exceed 500 linear feet;
- activities where discharge will result in loss of greater than 1/10-acre, as determined by ACOE, of waters of the United States

NWP D – Utility Line Activities for Water and Other Substances

Activities Denied Certification:

- activities that involve mechanized clearing of a wooded wetland;
- utility line activities in waters of the United States that exceed 500 linear feet;
- activities where discharge will result in loss of greater than 1/10-acre, as determined by ACOE, of waters of the United States

3.2.3 NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, 52, and E

The 2017 NWPs for the following activities had a 300 linear foot limit for losses of stream bed. The 2020 NWP proposes removal of the 300 linear foot limit for losses of stream bed and instead rely solely on the ½ acre limit.

The median bankfull width measured from 48 wadeable streams monitored in 2010 as part of DEQ's Beneficial Use reconnaissance Program (BURP) was 19.7 feet. A loss of ½ acre at this stream width would correspond to 1,105 linear feet of loss, or the equivalent of 0.2 miles of stream. DEQ cannot certify that losses of this magnitude of stream bed, or that losses of stream

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bed based solely on the ½ acre limit, would not result in permanent degradation. Therefore, DEQ is denying certification for the following activities that exceed the 300 linear foot limit previously imposed by the 2017 NWP:

NWP 21 – Surface Coal Mining Activities

Activities Denied Certification:

- activities resulting in loss in excess of 300 linear feet of streambed
- activities resulting in loss in excess of ½ acre of jurisdictional wetlands

NWP 29 – Residential Developments

Activities Denied Certification:

- activities resulting in loss in excess of 300 linear feet of streambed
- activities resulting in loss in excess of ½ acre of jurisdictional wetlands

NWP 39 – Commercial and Institutional Developments

Activities Denied Certification:

- activities resulting in loss in excess of 300 linear feet of streambed
- activities resulting in loss in excess of ½ acre of jurisdictional wetlands

NWP 40 – Agricultural Activities

Activities Denied Certification:

- activities resulting in loss in excess of 300 linear feet of streambed
- activities resulting in loss in excess of ½ acre of jurisdictional wetlands

NWP 42 – Recreational Facilities

Activities Denied Certification:

- activities resulting in loss in excess of 300 linear feet of streambed
- activities resulting in loss in excess of ½ acre of jurisdictional wetlands

NWP 43 – Stormwater Management Facilities

Activities Denied Certification:

- activities resulting in loss in excess of 300 linear feet of streambed
- activities resulting in loss in excess of ½ acre of jurisdictional wetlands

NWP 44 – Mining Activities

Activities Denied Certification:

- activities resulting in loss in excess of 300 linear feet of streambed
- activities resulting in loss in excess of ½ acre of jurisdictional wetlands

NWP 50 – Underground Coal Mining Activities

Activities Denied Certification:

- activities resulting in loss in excess of 300 linear feet of streambed
- activities resulting in loss in excess of ½ acre of jurisdictional wetlands

NWP 51 – Land Based Renewable Energy Generation Facilities

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Activities Denied Certification:

- activities resulting in loss in excess of 300 linear feet of streambed
- activities resulting in loss in excess of ½ acre of jurisdictional wetlands

NWP 52 – Water-Based Renewable Energy Generation Pilot Projects

Activities Denied Certification:

- activities resulting in loss in excess of 300 linear feet of streambed
- activities resulting in loss in excess of ½ acre of jurisdictional wetlands

NWP E – Water Reclamation and Reuse Facilities

Activities Denied Certification:

- activities resulting in loss in excess of 300 linear feet of streambed
- activities resulting in loss in excess of ½ acre of jurisdictional wetlands

4 Right to Appeal Final Certification

The final Section 401 Water Quality Certification may be appealed by submitting a petition to initiate a contested case, pursuant to Idaho Code § 39-107(5) and the "Rules of Administrative Procedure before the Board of Environmental Quality" (IDAPA 58.01.23), within 35 days of the date of the final certification.

Questions or comments regarding the actions taken in this certification should be directed to Jason Pappani, State Office IDEQ, at (208) 373-0515 or via email at jason.pappani@deq.idaho.gov.

Mary Anne Nelson, PhD
Surface and Wastewater Division
Administrator

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JOINT APPLICATION FOR PERMITS

Item # 4.

U.S. ARMY CORPS OF ENGINEERS - IDAHO DEPARTMENT OF WATER RESOURCES - IDAHO DEPARTMENT OF LANDS

Authorities: The Department of Army Corps of Engineers (Corps), Idaho Department of Water Resources (IDWR), and Idaho Department of Lands (IDL) established a joint process for activities impacting jurisdictional waterways that require review and/or approval of both the Corps and State of Idaho. Department of Army permits are required by Section 10 of the Rivers & Harbors Act of 1899 for any structure(s) or work in or affecting navigable waters of the United States and by Section 404 of the Clean Water Act for the discharge of dredged or fill materials into waters of the United States, including adjacent wetlands. State permits are required under the State of Idaho, Stream Protection Act (Title 42, Chapter 38, Idaho Code and Lake Protection Act (Section 58, Chapter 13 et seq., Idaho Code). In addition the information will be used to determine compliance with Section 401 of the Clean Water Act by the appropriate State, Tribal or Federal entity.

Joint Application: Information provided on this application will be used in evaluating the proposed activities. Disclosure of requested information is voluntary. Failure to supply the requested information may delay processing and issuance of the appropriate permit or authorization. **Applicant will need to send a completed application, along with one (1) set of legible, black and white (8½"x11"), reproducible drawings that illustrate the location and character of the proposed project / activities to both the Corps and the State of Idaho.**

See Instruction Guide for assistance with Application. Accurate submission of requested information can prevent delays in reviewing and permitting your application. Drawings including vicinity maps, plan-view and section-view drawings must be submitted on 8-1/2 x 11 papers.

Do not start work until you have received all required permits from both the Corps and the State of Idaho

FOR AGENCY USE ONLY			
USACE NWW-	Date Received:	☐ Incomplete Application Returned	Date Returned:
Idaho Department of Water Resources No.	Date Received:	☐ Fee Received DATE:	Receipt No.:
Idaho Department of Lands No.	Date Received:	☐ Fee Received DATE:	Receipt No.:

INCOMPLETE APPLICATIONS MAY NOT BE PROCESSED

1. **CONTACT INFORMATION - APPLICANT** Required:			2. **CONTACT INFORMATION - AGENT:**		
Name: Holly Ellis			Name: Ben Davis		
Company: City of Sandpoint			Company: Keller Associates		
Mailing Address: 1123 Lake St			Mailing Address: 601 Sherman Av #1		
City: Sandpoint	State: ID	Zip Code: 83864	City: Coeur d'Alene	State: ID	Zip Code: 83814
Phone Number *(include area code)*: 208-946-2087	E-mail: hellis@sandpointidaho.gov		Phone Number *(include area code)*: 208-758-8601	E-mail: bdavis@kellerassociates.com	

3. PROJECT NAME or TITLE: Bridge St Bridge Rehabilitation			4. PROJECT STREET ADDRESS: First Ave & Bridge St	
5. PROJECT COUNTY: Bonner County	6. PROJECT CITY: Sandpoint		7. PROJECT ZIP CODE: Sandpoint	8. NEAREST WATERWAY/WATERBODY: Sand Creek
9. TAX PARCEL ID#: Right-of-way	10. LATITUDE: 48°16'26.0"N LONGITUDE: 116°32'46.2"W	11a. 1/4: NE / 11b. 1/4: SE / 11c. SECTION: 22	11d. TOWNSHIP: 57N	11e. RANGE: 2W
12a. ESTIMATED START DATE: November	12b. ESTIMATED END DATE: February	13a. IS PROJECT LOCATED WITHIN ESTABLISHED TRIBAL RESERVATION BOUNDARIES? ☒ NO ☐ YES Tribe:		
13b. IS PROJECT LOCATED IN LISTED ESA AREA? ☐ NO ☒ YES		13c. IS PROJECT LOCATED ON/NEAR HISTORICAL SITE? ☒ NO ☐ YES		

14. DIRECTIONS TO PROJECT SITE: Include vicinity map with legible crossroads, street numbers, names, landmarks.

From the US-95 Long Bridge heading north bound, exit to Sandpoint. Continue on Superior St for 0.1 mi, then turn right on to First Ave. In 0.2 mi turn right on to Bridge St. The project is located at the bridge on Bridge St.

15. PURPOSE and NEED: ☐ Commercial ☐ Industrial ☒ Public ☐ Private ☐ Other

Describe the reason or purpose of your project; include a brief description of the overall project. Continue to Block 16 to detail each work activity and overall project.

The purpose of the project is to rehabilitate the shell piles of the bridge that carries Bridge St over Sand Creek (STC 7785), to improve the substructure and extend the lifespan of the bridge. Excavation up to 3ft below the stream bed of Sand Creek at each pier will be required to temporarily expose the pier for surface preparation and application of the shell pile rehabilitation system (Denso Seashield 2000 HD; Piling Tape and HDPE Cover).

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16. DETAILED DESCRIPTION OF EACH ACTIVITY WITHIN OVERALL PROJECT. Specifically indicate portions that take place within waters of the United States, including wetlands: Include dimensions; equipment, construction, methods; erosion, sediment and turbidity controls; hydrological changes: general stream/surface water flows, estimated winter/summer flow sources, disposal locations etc.:

Item # 4.

This project will rehabilitate the shell piles of the bridge (ITD Key No. 30110) that carries Bridge St over Sand Creek (STC 7785), to improve the substructure and extend the lifespan of the bridge. Activities include:
- Install downstream sediment Best Management Practices (BMP's), per Contractor's Erosion and Sediment Control Plan and in accordance with Idaho Standards for Public Works Construction (ISPWC)
- Stage equipment on the stream bed using ground protection mats.
- Temporarily expose each of the 28 shell piles by excavating up to 4ft wide by 4ft long by 3ft deep of the stream bed at each pile. (TESC?). Up to 1.7 CY of excavation is anticipated at each pile, or a total of 50 CY. This activity is scheduled during the low water period, between November and February; minimal dewatering or dredging may be needed.
- Surface preparation and apply pile rehabilitation system (Denso Seashield 2000 HD)
- Apply cross bracing rehabilitation system (Denso Seashield Series 70) and two part epoxy repair compound (Seashield 525 Underwater Epoxy) to the cross braces.
- All debris and wastewater resulting from construction will be contained. Shielding will be provided to ensure that containment of dislodged material and any other debris produced from construction within the removal area. Debris will not fall into the waterway.
- Backfill excavated area around bases of piles with native material.
- Inspections will occur daily throughout active construction.
- Remove BMP's.

17. DESCRIBE ALTERNATIVES CONSIDERED to AVOID or MEASURES TAKEN to MINIMIZE and/ or COMPENSATE for IMPACTS to WATERS of the UNITED STATES, INCLUDING WETLANDS: See Instruction Guide for specific details.

Work Scheduled to take place during low water period, from November to February when no active water is in the Sand Creek channel. Sand Creek is controlled by the Lake Pend Oreille water levels which are lower during fall/winter months. In addition, BMP's will be used during construction to manage any sediment or erosion caused by excessive rainfall or unforeseen events.

Other alternatives considered were a bridge replacement; however, the feasibility of rehabilitating the bridge was determined to be less impact, more cost effective, and beneficial for the City for the next 10 years.

18. PROPOSED MITIGATION STATEMENT or PLAN: If you believe a mitigation plan is not needed, provide a statement and your reasoning why a mitigation plan is NOT required. Or, attach a copy of your proposed mitigation plan.

A mitigation statement or plan is not needed. Work to be scheduled during low water period. Project has minimal impacts due to rehabilitating an existing structure.

19. TYPE and QUANTITY of MATERIAL(S) to be discharged below the ordinary high water mark and/or wetlands:

Dirt or Topsoil:	_____ cubic yards
Dredged Material:	_____ cubic yards
Clean Sand:	_____ cubic yards
Clay:	_____ cubic yards
Gravel, Rock, or Stone:	_____ cubic yards
Concrete:	_____ cubic yards
Other (describe): _____ :	_____ cubic yards
Other (describe: _____ :	_____ cubic yards
TOTAL:	0 cubic yards

20. TYPE and QUANTITY of impacts to waters of the United States, including wetlands:

Filling:	0.01 acres	448 sq ft.	50 cubic yards
Backfill & Bedding:	_____ acres	_____ sq ft.	_____ cubic yards
Land Clearing:	_____ acres	_____ sq ft.	_____ cubic yards
Dredging:	_____ acres	_____ sq ft.	_____ cubic yards
Flooding:	_____ acres	_____ sq ft.	_____ cubic yards
Excavation:	0.01 acres	448 sq ft.	50 cubic yards
Draining:	_____ acres	_____ sq ft.	_____ cubic yards
Other: _____ :	_____ acres	_____ sq ft.	_____ cubic yards
TOTALS:	0.02 acres	896 sq ft.	100 cubic ya

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21. HAVE ANY WORK ACTIVITIES STARTED ON THIS PROJECT? ☒ NO ☐ YES If yes, describe ALL work that has occurred including dates.

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22. LIST ALL PREVIOUSLY ISSUED PERMIT AUTHORIZATIONS:

None. A Floor Plain Development Permit will be issued.

23. ☐ YES, Alteration(s) are located on Public Trust Lands, Administered by Idaho Department of Lands

24. SIZE AND FLOW CAPACITY OF BRIDGE/CULVERT and DRAINAGE AREA SERVED: Existing Square Miles

25. IS PROJECT LOCATED IN A MAPPED FLOODWAY? ☐ NO ☒ YES If yes, contact the floodplain administrator in the local government jsrisdiction in which the project is located. A Floodplain Development permit and a No-rise Certification may be required.

26a WATER QUALITY CERTIFICATION: Pursuant to the Clean Water Act, anyone who wishes to discharge dredge or fill material into the waters of the United States, either on private or public property, must obtain a Section 401 Water Quality Certification (WQC) from the appropriate water quality certifying government entity.
See Instruction Guide for further clarification and all contact information.

The following information is requested by IDEQ and/or EPA concerning the proposed impacts to water quality and anti-degradation:

☐ NO ☒ YES Is applicant willing to assume that the affected waterbody is high quality?
☐ NO ☒ YES Does applicant have water quality data relevant to determining whether the affected waterbody is high quality or not?
☐ NO ☒ YES Is the applicant willing to collect the data needed to determine whether the affected waterbody is high quality or not?

26b. BEST MANAGEMENT PRACTICTES (BMP's): List the Best Management Practices and describe these practices that you will use to minimize impacts on water quality and anti-degradation of water quality. All feasible alternatives should be considered - treatment or otherwise. Select an alternative which will minimize degrading water quality

Idaho Standards for Public Works Construction (ISPWC) BMP measures will be used on this project. Contractor will be required to submit an Erosion and Sediment Control Plan as well as a Debris Containment Plan. It is anticipated that BMP's will be a combination of silt fence, fiber wattles, or gravel bag barrier. Due to the construction being completed during low water, minimal to no dewatering will be required. Impacts to Sand Creek will be minimal due to the rehabilitation nature of the work (repairing an existing structure), very low excavation quantity, and work occurring outside of an active channel.

Through the 401 Certification process, water quality certification will stipulate minimum management practices needed to prevent degradation.

27. LIST EACH IMPACT to stream, river, lake, reservoir, including shoreline: Attach site map with each impact location.

Activity	Name of Water Body	Intermittent Perennial	Description of Impact and Dimensions	Impact Length Linear Feet
Temporary excavation	Sand Creek	Perennial	Excavate up to 3' deep, 4', wide, and 4' long at each pier	32
Temporary dewatering	Sand Creek	Perennial	Dewater may be needed for excavation	32
			TOTAL STREAM IMPACTS (Linear Feet):	64

28. LIST EACH WETLAND IMPACT include mechanized clearing, filL excavation, flood, drainage, etc. Attach site map with each impact location.

Activity	Wetland Type: Emergent, Forested, Scrub/Shrub	Distance to Water Body (linear ft)	Description of Impact Purpose: road crossing, compound, culvert, etc.	Impact Length (acres, square ft linear ft
N/A	N/A	N/A	N/A	0
			TOTAL WETLAND IMPACTS (Square Feet):	0

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29. ADJACENT PROPERTY OWNERS NOTIFICATION REQUIREM: Provide contact information of ALL adjacent property owners below.

Name: City of Sandpoint Mailing Address: 1123 Lake St City: 1123 Lake St State: ID Zip Code: 83864 Phone Number (include area code): E-mail:	Name: Idaho Transportation Department Mailing Address: 600 West Prairie Avenue City: Coeur d' Alene State: ID Zip Code: 83815 Phone Number (include area code): 208-772-1200 E-mail: damon.allen@itd.idaho.gov
Name: BNSF Mailing Address: 2454 Occidental Avenue S, Suite 1-A City: Seattle State: WA Zip Code: 89134 Phone Number (include area code): 303-480-6477 E-mail: MaryAnn.Monaldi@BNSF.com	Name: Debbi Pielli & Sandra Terry Mailing Address: PO Box 1461 City: Sandpoint State: ID Zip Code: 83864 Phone Number (include area code): 208-290-6797 E-mail: tamoshanter411@yahoo.com
Name: Brian Averill Mailing Address: 1380 Wisconsin Ave City: Whitefish State: MT Zip Code: 59937 Phone Number (include area code): 406-250-2038 E-mail: brian@averillhospitality.com	Name: Richard Wilcox Mailing Address: 955 Comeback Bay Lane City: Sagle State: ID Zip Code: 83860 Phone Number (include area code): 208-771-5031 E-mail: rj@rjwilcox.com
Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:	Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:

30. SIGNATURES: STATEMENT OF AUTHORIAZATION / CERTIFICATION OF AGENT / ACCESS

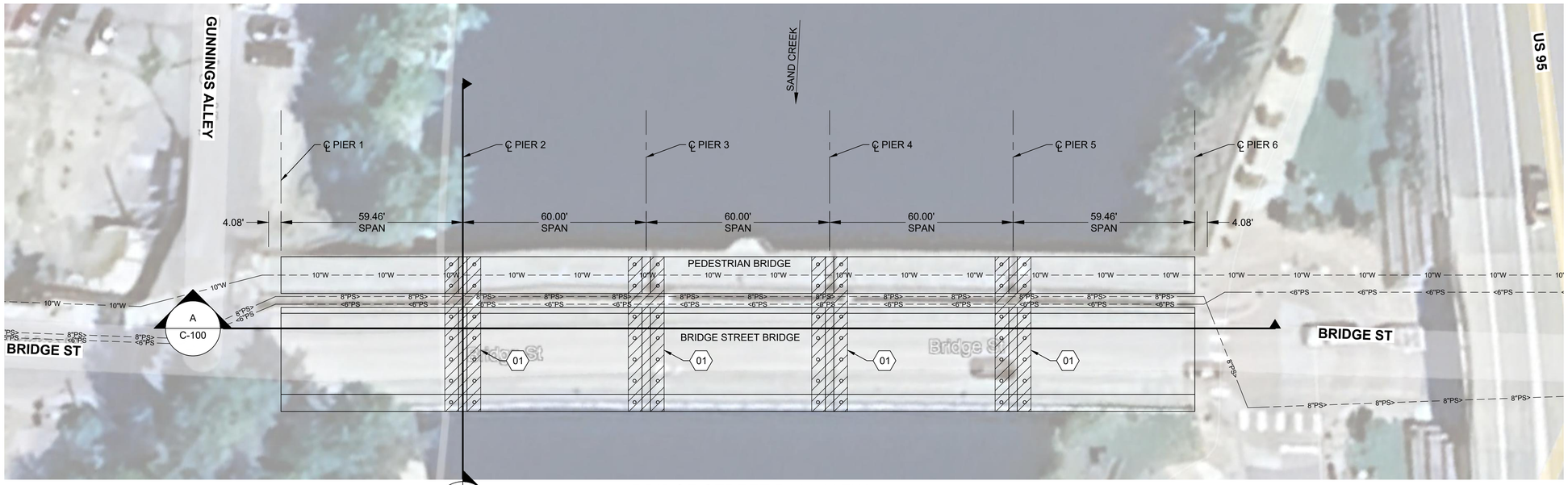
Application is hereby made for permit, or permits, to authorize the work described in this application and all supporting documentation. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein; or am acting as the duly authorized agent of the applicant (Block 2). I hereby grant the agencies to which this application is made, the right to access/come upon the above-described location(s) to inspect the proposed and completed work/activities.

Signature of Applicant: DocuSigned by: Holly Ellis 6CAD2B033F69435... *Date:* 5/29/2024

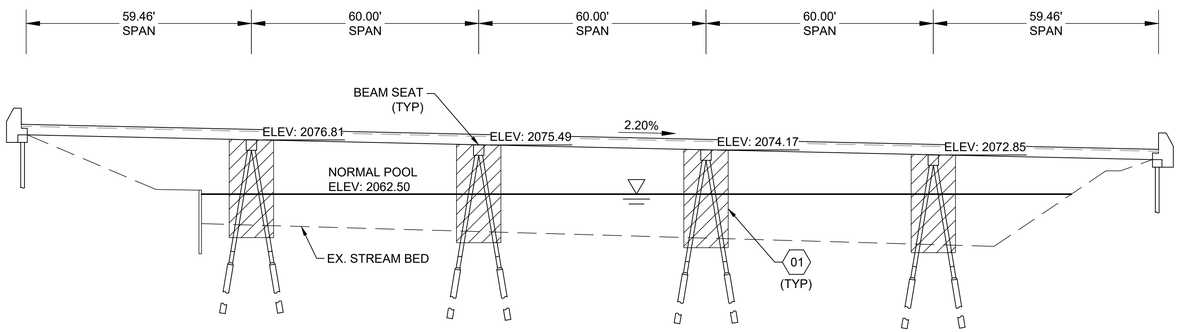
Signature of Agent: DocuSigned by: FFC3E116AC1F4CA... *Date:* 5/29/2024

This application must be signed by the person who desires to undertake the proposed activity AND signed by a duly authorized agent (see Block 1, 2, 30). Further, 18 USC Section 1001 provides that: "*Whoever, in any manner within the jurisdiction of any department of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both*".

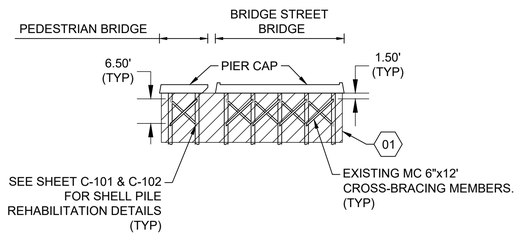
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BRIDGE STREET PLAN VIEW



BRIDGE STREET SECTION A-A
(DOWNSTREAM PIER ELEV)



BRIDGE STREET SECTION B-B
(TRANSVERSE PIER ELEV)

Applicant: City of Sandpoint
File No.: NWW-2024-00276
Waterway: Sand Creek
Activity: Bridge Maintenance
PLSS: S 22, 23, T 57N, R 2W
Lat., Long: 48.273877, -116.546196
Sheet 1 of 4
Date: 5/30/24

0 20 40

SCOPE OF WORK

CLEAN SHELL PILES AND PREPARE SURFACE FOR REHABILITATION IN ACCORDANCE WITH SP-100 SP-200, AND SP-300 WHERE APPLICABLE TO PIERS 2, 3, 4, AND 5.

SHEET NOTES

1. MEMBER SIZES AND DIMENSIONS FROM AS-BUILT PLANS. VERIFY AS NEEDED PRIOR TO ORDERING MATERIALS.
2. LOCATIONS OF UTILITIES ARE APPROXIMATE.
3. NORMAL POOL ELEVATION IS ESTIMATED TO BE 2062.50 FEET. POOL ELEVATION AT THE TIME OF REHABILITATION PROJECT IS NOT GUARANTEED TO BE THE SAME.
4. RETAIN AND PROTECT ALL UTILITIES.
5. RESTORE SITE TO ORIGINAL CONDITION PRIOR TO DEMOBILIZING.

SHEET KEYNOTES

01 WORK LIMITS- SEE SHEETS C-101 AND C-102 FOR PILE BENT REHABILITATION DETAILS.

LEGEND

WORK LIMITS

KELLER ASSOCIATES
131 SW 5th Avenue, Suite A
Meridian, Idaho 83642
(208) 288-1992

DRAFT
Not For
Construction

NO.	REVISIONS	DATE

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SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

BRIDGE WORK LIMITS

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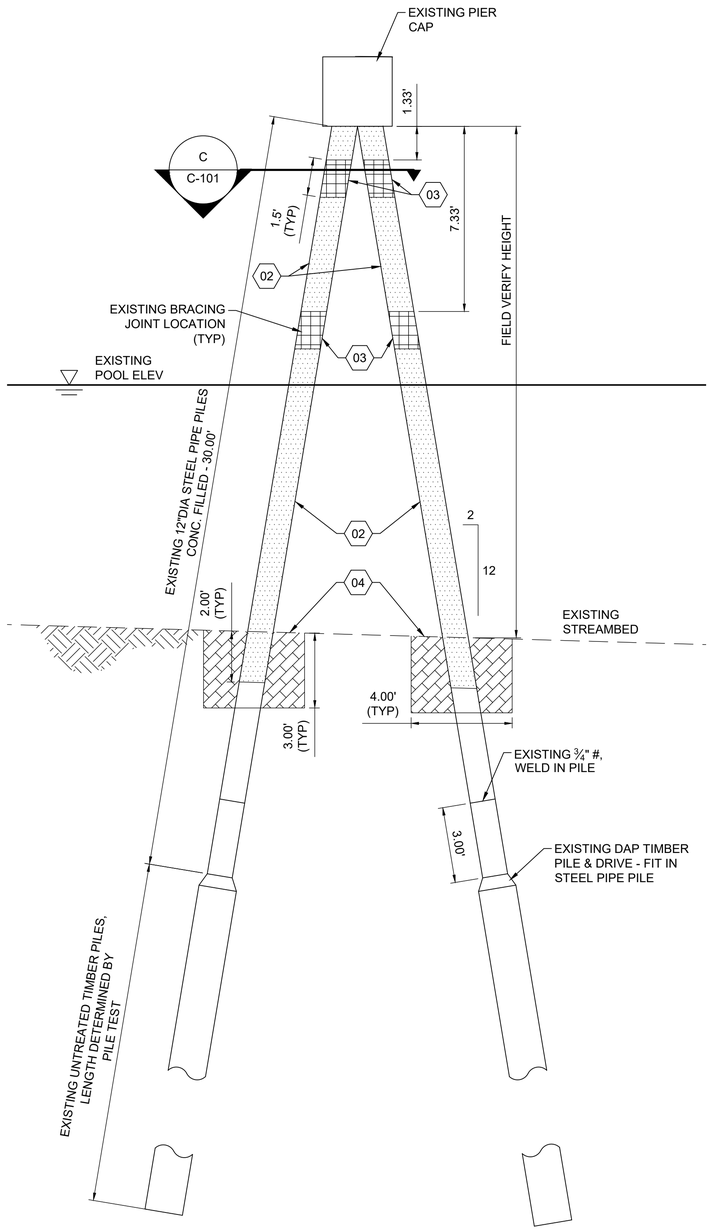
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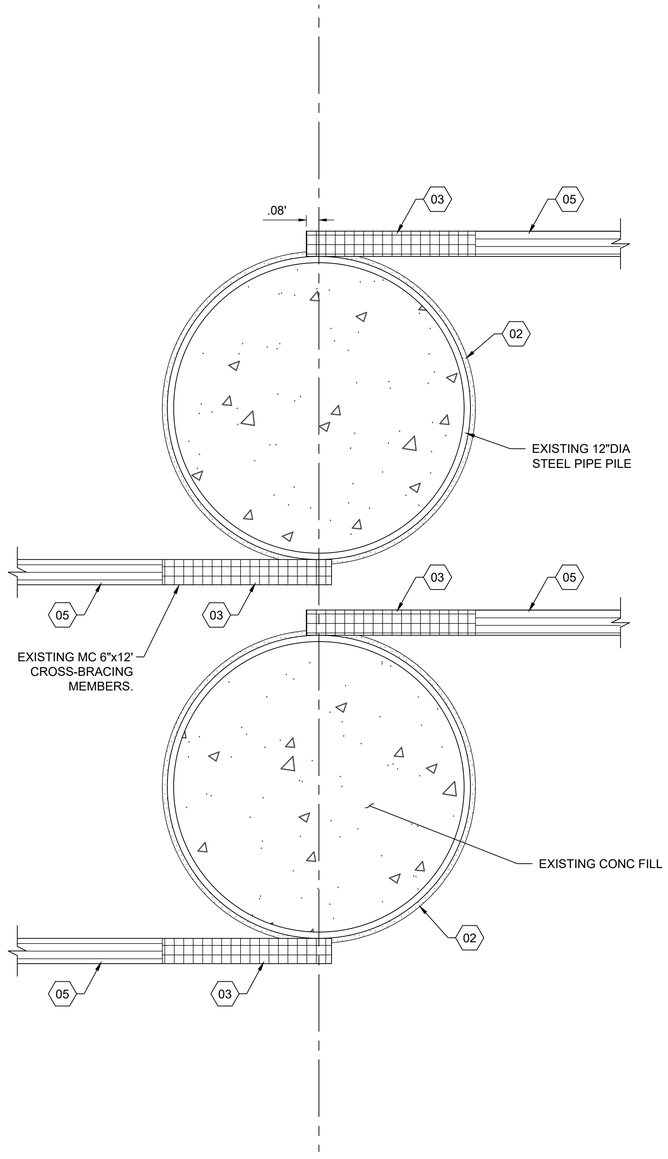
PROJECT NO. 223167 | PAGE

SHEET NO. C-100

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4



SHELL PILE DETAIL
(NOT TO SCALE)



SECTION C-C
(NOT TO SCALE)

SHEET NOTES

1. REHABILITATION TO BE COMPLETED IN ACCORDANCE WITH SP-100, SP-200, and SP-300.
2. PREPARE SURFACE OF PILES IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS TO ENSURE PROPER ADHESION.
3. INSTALL SHELL PILE REHABILITATION SYSTEM OVER ENTIRETY OF SHELL PILE SURFACE AND EXTEND 2' INTO CHANNEL BOTTOM.
4. PRODUCE PLAN AND SHOW DRAWINGS DETAILING INSTALLATION STEPS TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK ACCORDING TO SP-100, SP-200, and SP-300.
5. MEMBER SIZES AND DIMENSIONS FROM AS-BUILT PLANS. VERIFY MEMBER SIZING AS NEEDED PRIOR TO ORDERING MATERIALS.
6. CONTRACTOR TO VERIFY STREAMBED ELEVATIONS.
7. BRIDGE SUPERSTRUCTURE NOT SHOWN FOR CLARITY.

SHEET KEYNOTES

02 SHELL PILE REHABILITATION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT

03 TWO-PART EPOXY REPAIR COMPOUND -SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT

04 STREAMED EXCAVATION LIMITS TO FACILITATE SUBSURFACE REHAB - 4.0' WIDE x 4.0' LONG x 3.0' DEEP

05 CROSS-BRACING REHABILITATION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT

LEGEND

- SHELL PILE REHABILITATION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT
- TWO-PART EPOXY REPAIR COMPOUND -SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT
- EXISTING STREAMBED MATERIAL
- STREAMED EXCAVATION LIMITS TO FACILITATE SUBSURFACE REHAB - 4' W x 4' L x 3' D
- CROSS-BRACING REHABILITATION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT

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Meridian, Idaho 83642
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SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

BRIDGE DETAIL SHEET

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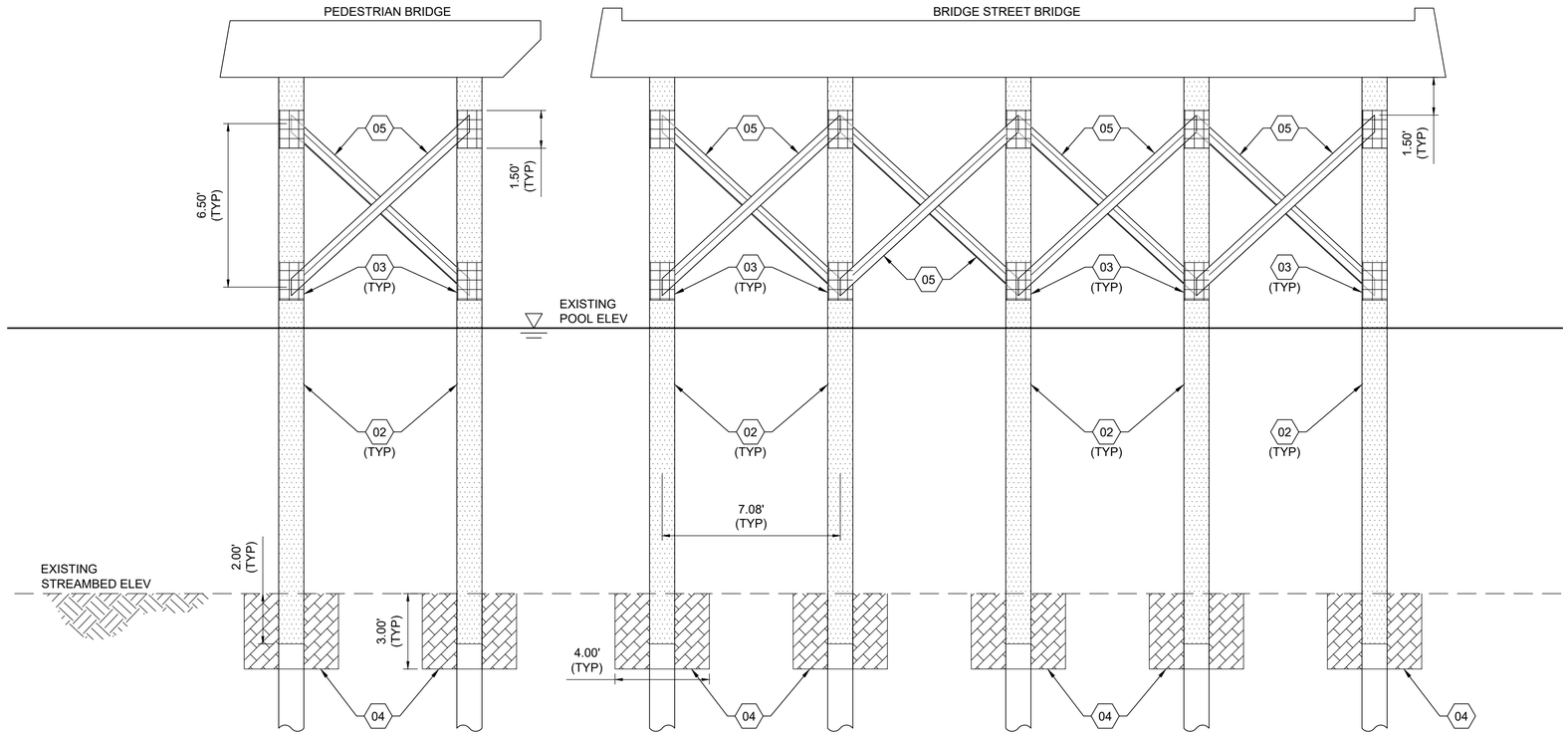
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PROJECT NO. 223167 | PAGE

SHEET NO. C-101

Applicant: City of Sandpoint
File No.: NWW-2024-00276
Waterway: Sand Creek
Activity: Bridge Maintenance
PLSS: S 22, 23, T 57N, R 2W
Lat., Long: 48.273877, -116.546196
Sheet 2 of 4
Date: 5/30/24

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SHEET NOTES

1. REHABILITATION TO BE COMPLETED IN ACCORDANCE WITH SP-100, SP-200, and SP-300.
2. PREPARE SURFACE OF PILES IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS TO ENSURE PROPER ADHESION.
3. INSTALL SHELL PILE REHABILITATION SYSTEM OVER ENTIRETY OF SHELL PILE SURFACE AND EXTEND 2' INTO CHANNEL BOTTOM.
4. PRODUCE PLAN AND SHOW DRAWINGS DETAILING INSTALLATION STEPS TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK ACCORDING TO SP-100, SP-200, and SP-300.
5. MEMBER SIZES AND DIMENSIONS FROM AS-BUILT PLANS. VERIFY MEMBER SIZING AS NEEDED PRIOR TO ORDERING MATERIALS.
6. CONTRACTOR TO VERIFY STREAMBED ELEVATIONS.
7. BRIDGE SUPERSTRUCTURE NOT SHOWN FOR CLARITY.
8. REHABILITATE PIER 2 THROUGH PIER 5 IN THE LIMITS INDICATED.

SHEET KEYNOTES

02 SHELL PILE REHABILITATION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT

03 TWO-PART EPOXY REPAIR COMPOUND -SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT

04 STREAMED EXCAVATION LIMITS TO FACILITATE SUBSURFACE REHAB - 4' W x 4' L x 3' D

05 CROSS-BRACING REHABILITATION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT

LEGEND

- SHELL PILE REHABILITATION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT
- TWO-PART EPOXY REPAIR COMPOUND -SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT
- EXISTING STREAMBED MATERIAL
- STREAMED EXCAVATION LIMITS TO FACILITATE SUBSURFACE REHAB - 4' W x 4' L x 3' D
- CROSS-BRACING REHABILITATION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT

KELLER ASSOCIATES
131 SW 5th Avenue, Suite A
Meridian, Idaho 83642
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SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

BRIDGE DETAIL SHEET 2

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PROJECT NO. 223167 | PAGE

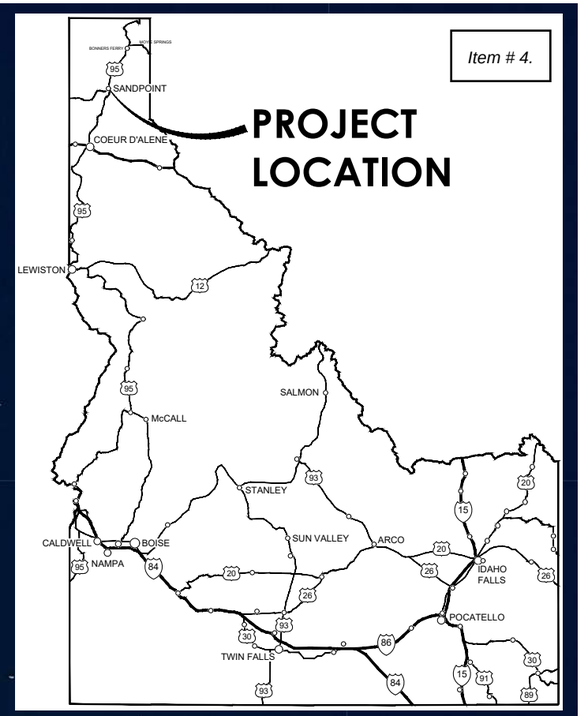
SHEET NO. C-102

Applicant: City of Sandpoint
File No.: NWW-2024-00276
Waterway: Sand Creek
Activity: Bridge Maintenance
PLSS: S 22, 23, T 57N, R 2W
Lat., Long: 48.273877, -116.546196
Sheet 3 of 4
Date: 5/30/24

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Vicinity Map

Bridge Street Bridge Rehabilitation Project



Project area

W116°32'8.16"

N48°16'20.64"

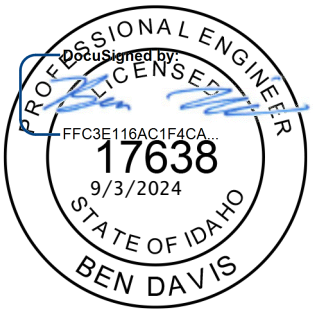
Applicant: City of Sandpoint
File No.: NWW-2024-00276
Waterway: Sand Creek
Activity: Bridge Maintenance
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Lat., Long: 48.273877, -116.546196
Sheet 4 of 4
Date: 5/30/24

1000 ft

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

SPECIAL PROVISIONS

CITY OF SANDPOINT, IDAHO
BRIDGE STREET REHABILITATION



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SPECIAL PROVISIONS

PART 1

1.1 MODIFICATIONS AND SUPPLEMENTS TO ISPWC

A. These Special Provisions amend or supplement the Idaho Standards for Public Works Construction, 2020 Edition (ISPWC). The Work on this project shall be accomplished in accordance with the ISPWC, as modified or supplemented by the Supplementary Conditions and these Special Provisions. All provisions which are not so amended or supplemented remain in full force and effect.

B. The terms used in these Special Provisions have the meanings stated in the General Conditions. Additional terms used in these Special Provisions have the meaning stated below, which are applicable to both the singular and plural thereof.

C. The address system used in these Special Provisions is the same as the address system used in the ISPWC.

Supplement or revise the 2020 ISPWC with the following:

SECTION 201 – CLEARING AND GRUBBING

Add the following subsection under PART 3 WORKMANSHIP:

3.3 REMOVAL AND DISPOSAL OF MATERIALS

A. General

1. Complete the removal to the limits shown on the Contract documents or as directed by the Engineer.
2. Unless otherwise specified, take ownership and responsibility of all removed material.
3. Dispose of unusable material outside the construction limits in an approved location in accordance with all local, state, and federal regulations.
4. Dispose of unusable material in such a manner that no unsightly appearance will result.

B. Protection

1. Locate and protect all live utilities from damage.
2. Protect benchmarks and survey monuments from damage and displacement
3. Exercise care to ensure areas outside the construction limits remain undisturbed.
4. Satisfactorily restore any damage to existing facilities or structures resulting from carelessness or negligence resulting from construction activities to their original condition at no additional expense to the Owner.

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Remove PART 4 WORKMANSHIP in its entirety. Clearing and Grubbing is incidental to the Work.

SECTION 205 – DEWATERING

Add the following subsection to PART 4 MEASUREMENT AND PAYMENT:

E Dewatering: by the Contingency Amount (CA), considered an Allowance and in conformance with General Conditions Article 11 and Article 13.

1. Bid Schedule Payment Reference: 205.4.1.E.1

2. Bid Schedule Description: Dewatering…Contingency Amount (CA)

SECTION 1001 – CONSTRUCTION SITE MANAGEMENT

Add the following under PART 3 WORKMANSHIP:

3.1.C Comply with all state water quality standards. Do not discharge sediment or waste into Sand Creek.

3.2 ENVIRONMENTAL PROTECTION

A. Comply with all applicable environmental protection regulations. Accept the liability for delays to the work and costs incurred by the Owner for the Contractor's failure to comply with these regulations.

B. Use ground protection mats or other approved means for placing equipment within the limits of the existing streambed without disturbance to the existing streambed, except in those areas called out on the plans. Restore the site to its original condition.

SECTION 1103 – CONSTRUCTION TRAFFIC CONTROL

Add the following after Paragraph 1.1.A:

B. This work includes providing and maintaining safe and adequate public and private property access throughout the Site unless otherwise specified or approved by the Owner.

Delete Paragraph 3.1.B in its entirety, and insert the following in its place:

B. Contractor shall submit a Traffic Control Plan to the City Engineer for approval prior to any lane, shoulder, or sidewalk closures. The Traffic Control Plan shall specify how the Contractor will minimize the risk to vehicles, motorcycles, and bicycles caused by construction activities.

Delete Paragraph 3.1.C in its entirety, and insert the following in its place:

C. Do not cause unnecessary inconvenience to the public, as determined by the City Engineer. Contractor to submit a Traffic Control Plan for City review and approval prior to initiating construction.

Add the following section under PART 3 WORKMANSHIP:

3.4 ACCOMMODATIONS FOR THE PUBLIC

A. Emergency Vehicle Accommodations – Provide and maintain reasonable access in both directions for emergency vehicles at all times to cross the bridge. A minimum passage width of 14 feet, capable of supporting at least

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66,000 pounds is always required for emergency vehicles unless otherwise specified or approved by the Owner. Provide measures as necessary to always allow emergency vehicle access across the bridge in both directions.

B. Staging of Materials, Equipment, and Services – Temporary staging of equipment, materials, and Contractor vehicles shall be limited to the active work zone within an approved work area and not adversely affect the adjacent residents as determined by the City. A designated staging area is not provided for this project. The City's Sand Creek Trailhead parking area, located Southeast of the bridge, may be proposed for staging for City review and approval.

C. Delivery Accommodations – Accommodate postal and other freight carrier deliveries. Provide reasonable access or delivery support to ensure residents can plan accordingly and receive packages without delay.

D. Garbage / Disposal Accommodations – Provide and maintain access across the bridge in both directions to the garbage/recycle receptacles for the haulers.

E. Protection of Trench – Unattended trenches must be covered or backfilled. Cover any open trench excavation when not actively working on site with protective steel plating. Covers must be road plates at least ¾" thick or equivalent. The plates shall be secured to prevent any movement and shall not be overlapped or staked on top of another plate. Trench shall be barricaded or fenced in accordance with OSHA requirements. No trench shall be left open over weekends and holidays.

Remove PART 4 WORKMANSHIP in its entirety. Construction Traffic Control is incidental to the Work.

SECTION 2010 – MOBILIZATION

Delete this section in its entirety and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Mobilization consists of preparatory work and operations, including those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices, buildings, and other facilities necessary for work, for premiums on bond and insurance, and for other work and operations which must be performed, or costs incurred before beginning production work on the various contract items. Mobilization costs for subcontracted and supplier work are included in this item.

B. Items which are not to be included in this item include but are not limited to:

Any portion of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items. Profit, interest on borrowed money, overhead, or management costs.

C. Snow removal is incidental to the work.

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PART 2 MATERIALS

NOT USED

PART 3 WORKMANSHIP

3.1. Provide and maintain enclosed portable restroom facilities for the use of Project personnel.

PART 4 MEASUREMENT AND PAYMENT

4.1 Mobilization, by the lump sum Contract price for Mobilization.

A. Bid Schedule Payment Reference: 2010.4.1.A.1.

B. Bid Schedule Description: Mobilization … per lump sum (LS).

C. Partial payments for Mobilization will be made as follows:

1. When 5 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 50 percent of the amount Bid for mobilization, or 5 percent of the total original Contract amount, whichever is the least, will be paid.

2. When 10 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 100 percent of the amount Bid for mobilization, or 10 percent of the total original Contract amount, whichever is the least, will be paid.

3. When Substantial Completion is achieved, payment of any amount Bid for mobilization in excess of 10 percent of the total original Contract amount will be paid.

4.2 Sanitary Facilities: Providing and servicing restroom facilities shall be incidental to other Bid Items.

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PART 2

1.2 SPECIAL PROVISION BID ITEMS (NOT IN ISPWC)

SP 100 – SHELL PILE PROTECTION SYSTEM

PART 1 GENERAL

Provide and install shell pile preservation and protection system on all shell piles as shown on the Drawings. Ensure manufacturer's recommendations are followed for the installation of the pile wrap system including pile surface preparation; application of a primer paste to the steel surfaces; wrapping the pile with a marine pile petrolatum tape; and installing a heavy-duty outer cover that is both impact and UV resistant. **Store materials per manufacturer recommendations.**

PART 2 MATERIALS

Materials. Provide and ensure all materials for the pile wrap system are compatible. Ensure the complete system is supplied by one company. Submit to Owner for approval. Provide the following petrolatum-based pile wrap systems, or Owner approved equal:

Seashield Series 2000HD System by Denso

Include a corrosion protection chemical in the petrolatum-based pile wrap.

Certification. Furnish certificate attesting that the selected pile wrap system has been successfully used by city, state, or federal agencies for a minimum of 10 years and a certificate attesting to a 10-year limited warranty from the manufacturer.

PART 3 WORKMANSHIP

Construction Requirements. Before starting the pile preservation work, prepare and submit shop drawings for the selected pile wrap system for approval by Owner. Include in the shop drawings, as a minimum, the following:

1. Step-by-step installation procedure for the pile wrap system.
2. Method of cleaning and preparing existing steel pile surfaces.
3. Details of typical longitudinal joint in the pile wrap and any intermediate joints necessary to wrap limits of piles as shown on plans.
4. Manufacturer's data sheets and Safety Data Sheets (SDS) for each material to be used in the pile wrap work.
5. Elevation view of each pile showing field measured dimensions and length, and pile wrap dimensions and length.

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6. Contractor's proposed method of containing, collecting, and disposing of debris using sediment barrier and containment as required by the Environmental Evaluation. All debris must be removed from the lakebed using hand operated tools and disposed of at a waste site approved by the Owner's Representative.

Prepare and submit a Debris Containment Plan, Erosion and Sediment Control Plan, and Hazardous Waste Plan before beginning the pile preservation work. Perform all pile preservation work within the debris containment and recovery system approved by the Owner.

Provide qualified personnel capable of installing the system above the water level as applicable. If underwater work is proposed or anticipated, include experienced divers for installing the system underwater. Complete the work without dewatering. If dewatering is needed, it will be completed under a contingency bid item with Owner approval.

Ensure that the pile wrap manufacturer provides a qualified technical representative, who is a full-time employee of the company providing the proprietary pile wrap system. Oversee training from the technical representative in the proper process of installation to all the employees assigned to this work. Make this training available to Owner's inspectors. Submit a letter from the manufacturer to the Owner certifying that the Contractor's employees have been trained in the proper installation process. The manufacturer provides a qualified technical representative at the job site at the start of this work to assure proper procedures are being followed. The manufacturer's technical representative will return to the job site as needed. Submit written certification signed and dated by the manufacturer's technical representative that the approved installation procedures were followed.

Obtain approval of the shop drawings, navigation plan, quality control procedures, and submittal items before beginning pile preservation operations, except for field measuring. Field verify existing conditions before ordering pile preservation materials and include proposed modifications of the pile wrap details in the shop drawings. Construct the protection system in strict accordance with the approved shop plans, the approved navigation plans, the manufacturer's recommendations, and the recommendations of the technical representative.

Lead-Based Paint Removal. The lead-based paint analytical results (attached) detected lead-based paint in the remaining finish of the piles and/or cross braces. Capture all paint removed from the pile bent to prevent contamination of the waterway. Use the smallest size and lowest impact equipment necessary to adequately prepare the pile surface. Perform all pile cleaning and preparation work in strict compliance with all applicable Federal, State and local laws, codes, rules and regulations regarding lead paint removal, handling, and disposal. Before beginning work, prepare and submit to the City a Lead Paint Debris Containment and Recovery Plan, a Lead Removal Plan, and a Quality control Plan for approval at least one (1) week before any work begins to allow time for review and comment. Construct and maintain the lead paint debris containment and recovery system(s) in accordance with the approved plan as needed during all pile cleaning and preparation activities.

If total removed waste contains at least 5 ppm of lead and amounts to at least 220 pounds of waste per month, it is considered hazardous waste per EPA requirements. Remove hazardous waste in strict accordance with EPA requirements. Conduct all work related to lead based paint disposal within all the current regulations and laws regarding lead disposal.

If the waste generated does not meet this minimum threshold, containment and disposal is exempt from hazardous waste management regulations. Follow basic EPA rules and requirements for disposal of waste

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

for a Conditionally Exempt Small Quantity Generator. Payment for containment and disposal of waste material not meeting the hazardous material threshold described above is incidental to the work.

Surface Preparation. Mechanically clean the existing pile surfaces using a method approved by the manufacturer prior to applying primer paste, petrolatum tape, and outer cover. Completely remove all marine growth, oil, grease, mud, loose rust, and sharp points which might prevent proper bonding.

Apply two-part epoxy to joints and bracing connections before installing pile wraps and ensure overlap between pile wraps and epoxy.

Extend the pile preservation from two feet below the mudline to the pile cap. If the streambed elevation varies around the pile circumference, extend the pile preservation to two feet below the lowest streambed elevation exposed at each individual pile. If after exposing the piles to this depth, the extent of corrosion extends below this 2-foot depth, excavation to a depth at which the corrosion and section loss is less than 1/16 inch.

Inspection. Allow the Owner to inspect the piles before application of the primer paste and before installation of the outer shell. Inspect visually inspect the pile wraps with the manufacturer's technical representative at the start of the work to ensure that installation is in strict accordance with the manufacturer's specifications to qualify for acceptance for payment.

PART 4 MEASUREMENT AND PAYMENT

Method of Measurement. Owner will measure acceptably completed work by each shell pile completed as shown on the Drawings and in the Bid Schedule.

Basis of Payment. Owner will pay for accepted quantities per each. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

Pay Item	Pay Unit
SP-100 Shell Pile Protection System	EA

SP-200 – CROSS-BRACING PROTECTION SYSTEM

PART 1 GENERAL

Description. Provide and install cross-bracing preservation and protection system on all cross-bracing as shown on the Drawings. Ensure manufacturer's recommendations are followed for the installation of the system including surface preparation; application of primer paste to steel surfaces; wrapping the bracing with a marine pile petrolatum tape; and installation of a protective outer cover that is impact resistant. **The application of the cross-bracing protection system may not take place on surfaces with temperatures below 40°F without additional measures of temperature control. If the surface is below 40°F, additional measures should be taken to ensure that the cross-bracing members are at an acceptable temperature to inhibit proper adhesion between the surface, base, tape and outer wrap. Temperature heating and regulation to meet specified application range is incidental to the work. Store materials per manufacturer recommendations.**

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

PART 2 MATERIALS

Materials. Provide and ensure all materials for the pile wrap system are compatible. Ensure the complete system is supplied by one company. Provide the following petrolatum-based pile wrap system, or Owner approved equal:

Seashield Series 70 System by Denso

Include a corrosion protection chemical in the petrolatum-based pile wrap.

Certification. Furnish certificate attesting that the selected pile wrap system has been successfully used by city, state, or federal agencies for a minimum of 10 years and a certificate attesting to a 10-year limited warranty from the manufacturer.

PART 3 WORKMANSHIP

Construction Requirements. Before starting the cross-brace preservation work, prepare, and submit shop drawings for the selected cross-bracing wrap system for approval by Owner. Include in the shop drawings, as a minimum, the following:

1. Step-by-step installation procedure for the cross-bracing wrap system.
2. Method of cleaning and preparing existing steel cross-bracing surfaces.
3. Details of typical wrap limits of bracing as shown on plans.
4. Details of each type of cross-bracing section to be wrapped including filler material.
5. Manufacturer's data sheets and Safety Data Sheets (SDS) for each material to be used in the cross-bracing protection work.
6. Elevation view of each bracing segment showing field measured dimensions and length, and bracing wrap dimensions and length.
7. Contractor's proposed method of containing, collecting, and disposing of debris using sediment barrier and containment as required by the Environmental Evaluation. Remove all debris from the lakebed using hand operated tools. Dispose of these removed materials at a waste site approved by the City.

Prepare and submit a Debris Containment Plan, Erosion and Sediment Control Plan, and Hazardous Waste Plan before beginning the pile work. Perform all pile preservation work within the debris containment and recovery system approved by the Owner.

Ensure that the bracing wrap manufacturer provides a qualified technical representative, who is a full-time employee of the company providing the proprietary pile wrap system. Oversee training from the technical representative in the proper process of installation to all the employees assigned to this work. Make this training available to Owner's inspectors. Submit a letter from the manufacturer to the Owner certifying that the Contractor's employees have been trained in the proper installation process. The manufacturer provides a qualified technical representative at the job site at the start of this work to assure proper procedures are being followed. The manufacturer's technical representative will return to the job

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

site as needed. Submit written certification signed and dated by the manufacturer's technical representative that the approved installation procedures were followed.

Obtain approval of the shop drawings, navigation plan, quality control procedures, and submittal items before beginning bracing preservation operations, except for field measuring. Field verify existing conditions before ordering bracing preservation materials and include proposed modifications of the bracing wrap details in the shop drawings. Construct system in strict accordance with the approved shop plans, the approved navigation plans, the manufacturer's recommendation, and the recommendations of the technical representative.

Surface Preparation. Mechanically clean the existing cross-bracing surfaces using a method approved by the manufacturer prior to applying primer paste, petrolatum tape, and outer cover. Completely remove all marine growth, oil, grease, mud, loose corrosion, and sharp points which might prevent proper bonding. The hazardous materials investigation detected lead-based paint in the remaining finish of the piles and/or cross braces. Capture all paint removed from the cross-bracing to prevent contamination of the waterway. Use the smallest size and lowest impact equipment necessary to adequately prepare the pile surface. Perform all cross-brace cleaning and preparation work in strict compliance with all applicable Federal, State and local laws, codes, rules and regulations regarding lead paint removal, handling, and disposal. Before beginning work, prepare and submit to the City a Lead Paint Debris Containment and Recovery Plan, a Lead Removal Plan, and a Quality control Plan for approval at least 1 week before any work begins to allow time for review and comment. Construct and maintain the lead paint debris containment and recovery system(s) in accordance with the approved plan as needed during all brace cleaning and preparation activities.

If the total removed waste contains at least 5 ppm of lead and amounts equal to or exceeding 220 pounds of waste per month, it is considered hazardous waste per EPA requirements. Remove hazardous waste in strict accordance with EPA requirements. Conduct all work related to lead based paint disposal within all the current regulations and laws regarding lead disposal.

If the waste generated does not meet this minimum threshold, containment and disposal is exempt from hazardous waste management regulations. Follow basic EPA rules and requirements for disposal of waste for a Conditionally Exempt Small Quantity Generator. Payment for containment and disposal of waste material not meeting the hazardous material threshold described above is incidental to the work.

Apply two-part epoxy to joints and bracing connections before installing bracing wraps and ensure overlap between bracing wraps and epoxy.

Inspection. Allow the Owner to inspect the piles before application of the primer paste and before installation of the outer shell. Inspect visually inspect the pile wraps with the manufacturer's technical representative at the start of the work to ensure that installation is in strict accordance with the manufacturer's specifications to qualify for acceptance for payment.

PART 4 MEASURE AND PAYMENT

Method of Measurement. The Owner will measure acceptably completed work by each cross-bracing member completed as shown on the Drawings and in the Bid Schedule.

Basis of Payment. The Owner will pay for accepted quantities per each. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

Pay Item	Pay Unit
SP-200, Cross-Bracing Protection System	EA

SP-300 – CROSS-BRACING CONNECTION PROTECTION SYSTEM

PART 1 GENERAL

Description. Provide two-part epoxy for bracing connections using an underwater epoxy process as shown on the Drawings. Meet the manufacturer's recommendations for the installation of the epoxy system including preparing steel pile surfaces and applying a two-part underwater epoxy compound. **The application of the epoxy compound may not take place on surfaces with temperatures below 40°F without additional measures of temperature control. If the surface is below 40°F, additional measures should be taken to ensure that the bracing connections are at an acceptable temperature to inhibit proper adhesion between the surface, base, and hardener. Temperature heating and regulation to meet specified application range is incidental to the work. Store materials per manufacturer recommendations.**

PART 2 MATERIALS

Materials. Provide and ensure all materials for the epoxy system are compatible. Provide the following underwater epoxy, or Owner approved equal:

SeaShield 525 Underwater Epoxy by Denso

PART 3 WORKMANSHIP

Construction Requirements. Before starting the preservation work, prepare and submit an application procedure for approval to Owner. Include in the procedure, as a minimum, the following:

1. Manufacturer's technical data sheets for two-part epoxy repair compound.
2. Manufacturer's data sheets and Material Safety Data Sheets (MSDS) for each material to be used in the pile wrap work.
3. Step-by-step application procedure for the two-part epoxy repair compound.
4. Method of cleaning and preparing existing steel surfaces.
5. Contractor's proposed method of containing, collecting, and disposing of debris using sediment barrier and containment as required by the Environmental Evaluation. Remove all debris from the lakebed using hand operated tools. Dispose of these removed materials at a waste site approved by the City. The Contractor's method for patching heavy pitting and holes in the steel surface.
6. The Contractor's method for patching any damage to the two-part epoxy repair compound.

Provide qualified personnel capable of applying epoxy.

Apply one coat of the two-part epoxy repair compound unless otherwise recommended by the manufacturer.

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

Apply two-part epoxy before installing petrolatum tape and outer covers. Ensure overlap at joints and bracing connections.

Surface Preparation. Mechanically clean the existing cross-bracing connection surfaces using a method approved by the manufacturer prior to applying primer paste, petrolatum tape, and outer cover. Completely remove all marine growth, oil, grease, mud, loose corrosion, and sharp points which might prevent proper bonding. The hazardous materials investigation detected lead-based paint in the remaining finish of the piles and/or cross braces. Capture all paint removed from the cross-bracing to prevent contamination of the waterway. Use the smallest size and lowest impact equipment necessary to adequately prepare the pile surface. Perform all cross-brace connection cleaning and preparation work in strict compliance with all applicable Federal, State and local laws, codes, rules and regulations regarding lead paint removal, handling, and disposal. Before beginning work, prepare and submit to the City a Lead Paint Debris Containment and Recovery Plan, a Lead Removal Plan, and a Quality control Plan for approval at least 1 week before any work begins to allow time for review and comment. Construct and maintain the lead paint debris containment and recovery system(s) in accordance with the approved plan as needed during all brace cleaning and preparation activities.

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If the waste generated does not meet this minimum threshold, containment and disposal is exempt from hazardous waste management regulations. Follow basic EPA rules and requirements for disposal of waste for a Conditionally Exempt Small Quantity Generator. Payment for containment and disposal of waste material not meeting the hazardous material threshold described above is incidental to the work.

Method of Measurement. The Owner will measure acceptably completed work by each connection completed as shown on the Drawings and in the Bid Schedule.

Basis of Payment. The Owner will pay for accepted quantities by each cross-bracing connection. This payment includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

Pay Item	Pay Unit
SP-300, Cross-Bracing Connection Protection System	EA

END OF SPECIAL PROVISIONS

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4



Analytical Results Report For:

City of Sandpoint

Project Number:

Bridgestreet Bridge

Anatek Work Order:

WEH1269

Anatek Moscow - 1282 Alturas Drive - Moscow, ID 83843 - 208-883-2839 - moscow@anateklabs.com - FL NELAP E87893
Anatek Spokane - 504 E Sprague Ste. D - Spokane, WA 99202 - 509-838-3999 - spokane@anateklabs.com - FL NELAP E871099
Anatek Yakima - 4802 Tieton Drive - Yakima, WA 98908 - 509-225-9404 - yakima@anateklabs.com - FL NELAP E871190
Anatek Wenatchee - 3019 Gs Center Rd - Wenatchee, WA 98801 - 509-701-8362

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Anatek Labs, Inc.

1282 Alturas Drive - Moscow, ID 83843 - (208) 883-2839 - email moscow@anateklabs.com
504 E Sprague Ste. D - Spokane, WA 99202 - (509) 838-3999 - email spokane@anateklabs.com

Client:	City of Sandpoint	Work Order:	WEH1269
Address:	723 S. Ella	Project:	Bridgestreet Bridge
	Sandpoint, ID 83864	Reported:	8/29/2024 12:30
Attn:	Holly Ellis		

Analytical Results Report

Sample Location:	Handrails NW		
Lab/Sample Number:	WEH1269-01	Collect Date:	08/27/24 14:10
Date Received:	08/28/24 09:30	Collected By:	Bruce Larkin
Matrix:	Solid		

Analyte	Result	Units	PQL	Analyzed	Analyst	Method	Qualifier
Metals by ICP-MS							
Lead	513	mg/kg wet	250	8/28/24 18:47	JLG	EPA 6020B	

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

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Sample Location:	SW Piling		
Lab/Sample Number:	WEH1269-02	Collect Date:	08/27/24 14:40
Date Received:	08/28/24 09:30	Collected By:	Bruce Larkin
Matrix:	Solid		

Analyte	Result	Units	PQL	Analyzed	Analyst	Method	Qualifier
Metals by ICP-MS							
Lead	145000	mg/kg wet	17.9	8/28/24 18:50	JLG	EPA 6020B	

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

Anatek Labs, Inc.

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504 E Sprague Ste. D - Spokane, WA 99202 - (509) 838-3999 - email spokane@anateklabs.com

Sample Location:	X Brace		
Lab/Sample Number:	WEH1269-03	Collect Date:	08/27/24 14:45
Date Received:	08/28/24 09:30	Collected By:	Bruce Larkin
Matrix:	Solid		

Analyte	Result	Units	PQL	Analyzed	Analyst	Method	Qualifier
Metals by ICP-MS							
Lead	60800	mg/kg wet	2.02	8/28/24 18:53	JLG	EPA 6020B	

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

Anatek Labs, Inc.

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504 E Sprague Ste. D - Spokane, WA 99202 - (509) 838-3999 - email spokane@anateklabs.com

Authorized Signature,



Blake Sattler for Kathleen Sattler, Lab Manager

PQL	Practical Quantitation Limit
ND	Not Detected
MCL	EPA's Maximum Contaminant Level
Dry	Sample results reported on a dry weight basis
*	Not a state-certified analyte

This report shall not be reproduced except in full, without the written approval of the laboratory
The results reported related only to the samples indicated.

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504 E Sprague Ste. D - Spokane, WA 99202 - (509) 838-3999 - email spokane@anateklabs.com

Quality Control Data

Metals by ICP-MS

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: BEH1258 - W 3050 Digest										
Blank (BEH1258-BLK1)					Prepared: 08/28/24 11:46- Analyzed: 08/28/24 18:17					
Lead	ND		0.500	mg/kg wet						
LCS (BEH1258-BS1)					Prepared: 08/28/24 11:46- Analyzed: 08/28/24 19:03					
Lead	21.6		0.500	mg/kg wet	20.0		108	80-120		
Duplicate (BEH1258-DUP1)		**Source: WEH1258-01**			Prepared: 08/28/24 11:46- Analyzed: 08/28/24 18:37					
Lead	15.8		0.598	mg/kg dry		13.4			16.8	20
Matrix Spike (BEH1258-MS1)		**Source: WEH1258-01**			Prepared: 08/28/24 11:46- Analyzed: 08/28/24 18:40					
Lead	36.1		0.597	mg/kg dry	23.9	13.4	95.2	75-125		
Matrix Spike Dup (BEH1258-MSD1)		**Source: WEH1258-01**			Prepared: 08/28/24 11:46- Analyzed: 08/28/24 18:44					
Lead	38.9		0.584	mg/kg dry	23.4	13.4	109	75-125	7.37	20

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

WEH1269
Item # 4.
Due: 08/29/24

ANATEK LABS

Chain of Custody Record

Anatek Labs,
1282 Alturas Drive, Moscow ID
504 E Sprague Ste D, Spokane WA

Turn Around

Please refer to our normal turn around times at www.anateklabs.com/pricing-lists

__Normal
X Next Day*
__2nd Day*
__Other*_____

RUSH

Phone
X Email

*All rush order requests must have prior approval

Company Name: City of Sandpoint
Address: 1123 Lake Street
City: Sandpoint State: ID Zip: 83864
Phone: 208-946-2087
Email Address(es): hellis@sandpointidaho

Project Manager: Holly Ellis
Project Name & #: Bridgestreet Bridge
Purchase Order #:
Sampler Name & Phone: Bruce Larkin (509) 990-5597
blarkin@reagan.com

List Analyses Requested

Lab ID	Sample Identification	Sampling Date/Time	Matrix	# of Containers	Sample Volume	Preservative: EPA Lead
	Handrail NW	Aug 27th 2:10		1		X
	SW Piling	Aug 27th 2:40		1		X
	X Brace	Aug 27th 2:45		1		X

Note Special Instructions/Comments

Bruce Larkin to pay invoice,
113 Cottril Road
Dayton, WA 99328

Inspection Checklist

Received Intact?	Y	N
Labels & Chains Agree?	Y	N
Containers Sealed?	Y	N
No VOC Head Space?	Y	N
Cooler?	Y	N
Ice/Ice Packs Present?	Y	N

Temperature (°C):
Number of Containers: 3
Shipped Via: HD
Preservative:
Date & Time: 8/28/24 0930
Inspected By:
VS: 038230

	Printed Name	Signature	Company	Date	Time
Relinquished by	Bruce Larkin	Bruce Larkin			
Received by	Kelley Gra		Anatek	8/28/24	0930
Relinquished by					
Received by					
Relinquished by					
Received by					

Samples submitted to Anatek Labs may be subcontacted to other accredited labs if necessary. This message serves as notice of this possibility. Subcontracted analyses will be clearly noted on the analytical report.

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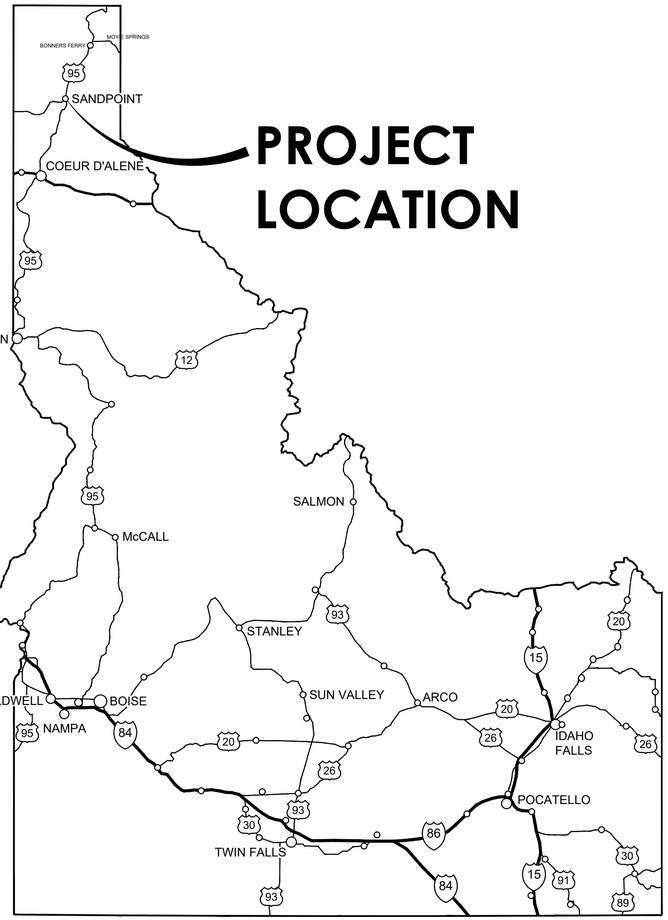
City of

SANDPOINT, IDAHO

BRIDGE STREET REHABILITATION

FINAL DESIGN

AUGUST - 2024



PROJECT LOCATION

A1 LOCATION MAP

N.T.S.

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
G-100	TITLE SHEET
G-101	LEGEND
G-102	QUANTITIES ESTIMATE
G-103	GENERAL NOTES
C-100	BRIDGE WORK LIMITS
C-101	BRIDGE DETAIL SHEET
C-102	BRIDGE DETAIL SHEET 2

OWNER
CITY OF SANDPOINT
1123 LAKE ST.
SANDPOINT, IDAHO 83864
CONTACT: HOLLY ELLIS,
CONSTRUCTION MANAGER
PHONE: (208) 946-2087
HELLIS@SANDPOINTIDAHO.GOV

CIVIL ENGINEER
KELLER ASSOCIATES, INC.
601 SHERMAN AVE, SUITE 1
COEUR D'ALENE, ID 83814
CONTACT: BEN DAVIS, PE
PHONE: (208)758-8601

811
Know what's **below.**
Call before you dig.
800.342.1585



A3 VICINITY MAP

N.T.S.

KELLER ASSOCIATES
131 SW 5th Avenue, Suite A
Meridian, Idaho 83642
(208) 288-1992

PROFESSIONAL ENGINEER
LICENSED
17638
8/22/2024
STATE OF IDAHO
BEN DAVIS

NO.	REVISIONS	DATE

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SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

TITLE SHEET

DRAWN: CMC | CHECK: BTD

VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

PROJECT NO. 223167 | PAGE 1

SHEET NO. G-100

J:\223167 SANDPOINT BRIDGE STREET REHAB\C_DESN_CAD\3_DESIGN\C-PLANS\G-SHEETS.DWG LAST SAVED: 8/22/2024 12:00 PM PRINTED: 8/22/2024 12:05 PM

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

EXISTING TOPOGRAPHY

- 2460 — TOPOGRAPHIC CONTOUR
- EG — EG — EDGE OF GRAVEL
- EP — EP — EDGE OF PAVEMENT
- CURB & GUTTER, SIDEWALK & DROP INLET
- GENERIC GATE — SWING GATE — FENCE (BARBED WIRE OR OTHER WITH GATES)
- SLIDER GATE — O — O — FENCE (CHAINLINK WITH GATE)
- DITCH FLOWLINE
- TP-31 — TEST PIT
- SIGN
- BUILDING OR STRUCTURE

PROPERTY & CONTROL

- CP #203 — SURVEY CONTROL POINT
- BM-1 — BENCHMARK
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 5/8" STEEL PIN
- SET 5/8" STEEL PIN W/CAP
- FOUND 1/2" STEEL PIN
- SET 1/2" STEEL PIN W/CAP
- FOUND PK NAIL
- SET PK NAIL
- CALCULATED POINT
- WC — WITNESS CORNER
- EASEMENT - UTILITY
- EASEMENT - TEMPORARY
- EASEMENT - SETBACK
- PROJECT BOUNDARY
- P/L — P/L — PROPERTY LINES
- SECTION LINES
- R/W — R/W — PRESCRIPTIVE RIGHT OF WAY
- ROW — ROW — DEDICATED RIGHT OF WAY
- ( ) — DATA OF RECORD
- 6 / 7 — QUARTER SECTION - NOT FOUND
- 5 — CENTER SECTION
- 5 6 / 7 8 — SECTION CORNER - FOUND

EXISTING UTILITY

- 8"W — 8"W — WATERLINE & VALVE
- 12"SS> — 12"SS> — SANITARY SEWER LINE & MANHOLE
- <4"SS — <4"SS — SANITARY SEWER SERVICE & CLEANOUT
- PS — PS — PRESSURE SEWER LINE & VALVE VAULT
- 10"SD> — 10"SD> — STORM DRAIN LINE & MANHOLE
- 8"PI — 8"PI — 8"PI — PRESSURE IRRIGATION & VALVE
- GI — GI — GI — GRAVITY IRRIGATION & MANHOLE
- PP — OHP — OHP — OVERHEAD POWER LINE & POWER POLE
- UGP — UGP — UNDERGROUND POWER LINE
- SIGNAL POLE
- LIGHT POLE
- NG — NG — NG — NATURAL GAS LINE
- FO — FO — FO — FIBER OPTIC LINE
- TR — T — T — T — TELEPHONE LINE & RISER
- TV — CABLE — CABLE — CABLE LINE & RISER

PROPOSED GRADING

- 2457 — TOPOGRAPHIC CONTOUR
- RIDGELINE
- 1.50% — DRAINAGE ARROW & SLOPE
- +57.73 — SPOT ELEVATION
- SWALE FLOWLINE
- DAYLIGHT - CUT LINE
- DAYLIGHT - FILL LINE

PROPOSED DEMOLITION, ABANDONMENT, REMOVAL

- DEMOLITION & REMOVAL
- ABANDON IN PLACE
- REMOVE SURFACE FEATURE
- CLEARING AND GRUBBING

PROPOSED SITE

- BUILDING OR STRUCTURE
- CONCRETE
- ASPHALT
- GRAVEL SURFACE
- GRAVEL SECTION
- LANDSCAPE ROCK

PROPOSED SITE (CONT.)

- GENERIC GATE — SWING GATE — FENCE (BARBED WIRE OR OTHER WITH GATES)
- SLIDER GATE — O — FENCE (CHAINLINK WITH GATE)
- EP — EP — EDGE OF PAVEMENT
- EG — EG — EDGE OF GRAVEL
- SIGN
- 6" VERTICAL CURB, GUTTER, SIDEWALK & INLET
- 6" VERTICAL CUT CURB & GUTTER
- 6" REVERSE CURB & GUTTER
- 6" REVERSE CUT CURB & GUTTER
- IMBEDDED CURB

PROPOSED UTILITY

FLANGED — MECHANICAL JOINT — FITTING TYPES

- 45° — 8"W — BEND
- 8"W — 8"W — REDUCING TEE
- TEE
- REDUCER
- FLANGE TO MECHANICAL JOINT COUPLING
- CROSS
- CAP W/BLIND FLANGE
- CHECK VALVE
- GATE VALVE
- BUTTERFLY VALVE
- BLOW-OFF VALVE
- RESTRAINED FITTING
- WM — WATER SERVICE LINE & METER
- FIRE HYDRANT
- 8" FIRE — 8" FIRE — FIRE LINE
- 8"W — 8"W — WATERLINE
- MW — MONITORING WELL
- LOCATION WIRE BOX
- NON-FREEZE YARD HYDRANT
- 8"PI — PRESSURE IRRIGATION, TEE & GATE VALVE
- 2"PI — PRESSURE IRRIGATION SERVICE
- 8"GI< — 8"GI< — GRAVITY IRRIGATION & STRUCTURE

PROPOSED UTILITY (CONT.)

- 8"SS< — 8"SS< — SANITARY SEWER & MANHOLE
- 4"SS< — SANITARY SEWER SERVICE & CAP
- 4"SS< — 4"SS< — SANITARY SEWER SERVICE & CLEANOUT
- 8"PS< — 8"PS< — PRESSURE SEWER & VALVE VAULT
- 18"SD< — 15"SD< — STORM DRAIN LINE, INLET & CATCH BASIN
- 12"SD< — 12"SD< — STORM DRAIN LINE & MANHOLE W/ VENTED LID
- JOINT TRENCH IN PROFILE
- C T — CABLE & TELEPHONE RISERS
- JT — DEVICE — JT — JOINT TRENCH & DEVICE
- JUNCTION BOX & DUCT BANK
- NG — GM — NG — NATURAL GAS LINE & METER
- NG — GR — NG — NATURAL GAS LINE & RISER
- NG — NG — NATURAL GAS LINE & VALVE
- UGP — UGP — UNDERGROUND POWER
- OHP — PP — OHP — OVERHEAD POWER & POLE
- LIGHT POLE
- T — T — TR — TELEPHONE LINE & RISER
- T — FO — FO — FIBER OPTIC LINE & VAULT
- T/D — T/D — TELEPHONE DATA LINE
- TV — CABLE — CABLE & TV RISER

KELLER ASSOCIATES
131 SW 5th Avenue, Suite A
Meridian, Idaho 83642
(208) 288-1992

PROFESSIONAL ENGINEER — LICENSED — IFC/CONSTRUCTION — 17638 — 8/22/2024 — STATE OF IDAHO — BEN DAVIS

NO.	REVISIONS	DATE

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SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

LEGEND

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1-1/2 Inches

PROJECT NO. 223167 | PAGE 2

SHEET NO. G-101

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

BASE BID QUANTITIES			
ITEM NO.	ITEM	UNIT	ESTIMATED TOTAL
202.4.1.D.1	Expose Steel Shells (Excavation & Backfill)	CY	72
SP-100	Shell Pile Rehabilitation	LF	840
SP-200	Cross-bracing Rehabilitation	LF	500
SP-300	Cross-bracing Connection Rehabilitation	EA	80

ADD ALTERNATIVE 1 QUANTITIES			
ITEM NO.	ITEM	UNIT	ESTIMATED TOTAL
202.4.1.D.1	Expose Steel Shells (Excavation & Backfill)	CY	30
SP-100	Shell Pile Rehabilitation	LF	320
SP-200	Cross-bracing Rehabilitation	LF	140
SP-300	Cross-bracing Connection Rehabilitation	EA	40

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131 SW 5th Avenue, Suite A
Meridian, Idaho 83642
(208) 288-1992

PROFESSIONAL ENGINEER
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17638
8/22/2024
STATE OF IDAHO
BEN DAVIS

NO.	REVISIONS	DATE

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SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

QUANTITIES ESTIMATE

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VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

PROJECT NO. 223167 | PAGE 3

SHEET NO. G-102

J:\223167 SANDPOINT BRIDGE STREET REHAB\C_DESN_CAD\3_DESIGN\C-PLANS\G-SHEETS.DWG LAST SAVED: 8/22/2024 12:00 PM PRINTED: 8/22/2024 12:05 PM

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

GENERAL ABBREVIATIONS

A

A/C	-AIR CONDITIONING
AFF	-ABOVE FINISHED FLOOR
ARCH	-ARCHITECTURAL
ARV	-AIR RELEASE VALVE
ASME	-AMERICAN SOCIETY OF MECHANICAL ENGINEERS
ASTM	-AMERICAN SOCIETY OF TESTING MATERIALS
AVAR	-AIR VACUUM AND AIR RELEASE
AVE	-AVENUE

B

BF	-BLIND FLANGE
BFP	-BACKFLOW PREVENTER
BLDG	-BUILDING
BLVD	-BOULEVARD
BFV	-BUTTERFLY VALVE
BP	-POINT OF BEGINNING
BVCE	-BEGIN VERTICAL CURVE ELEVATION
BVCS	-BEGIN VERTICAL CURVE STATION

C

C	-CELSIUS
	-CONDUIT
CATV	-CABLE TELEVISION
CB	-CATCH BASIN
CF	-CUBIC FOOT
CFS	-CUBIC FEET PER SECOND
CI	-CAST IRON
CJ	-CONSTRUCTION JOINT
	-CONTROL JOINT
CL	-CHAIN LINK
	-CLEARANCE
	-CENTERLINE
CLR	-CLEAR
CMP	-CORRUGATED METAL PIPE
CMU	-CONCRETE MASONRY UNIT
CO	-CLEANOUT
COMM	-COMMUNICATIONS
CONC	-CONCRETE
CONST	-CONSTRUCT
	-CONSTRUCTION
COR	-CORNER
COTG	-CLEANOUT TO GRADE
CPLG	-COUPLING
CPVC	-CHLORINATED POLYVINYL CHLORIDE
CR	-CIRCLE
CT	-CONTACT TIME
CU	-CUBIC
CV	-CHECK VALVE
CW	-CULINARY WATER (POTABLE)
CW	-COLD WATER
CY	-CUBIC YARD

D

DET	-DETAIL
DEMO	-DEMOLISH
DI	-DUCTILE IRON
DIA	-DIAMETER
DIM	-DIMENSION
DIP	-DUCTILE IRON PIPE
DR	-DRAIN
DTL	-DETAIL
DWG	-DRAWING

E

(E)	-EXISTING
E	-EPOXY
	-EAST
	-ELECTRICAL
ECC	-ECCENTRIC
EF	-EACH FACE
	-EXHAUST FAN
EG	-EDGE OF GRAVEL
EJ	-EXPANSION JOINT
EL	-ELEVATION
ELEC	-ELECTRICAL
ELEV	-ELEVATION
EOR	-ENGINEER OF RECORD
EP	-EDGE OF PAVEMENT
	-POINT OF ENDING
EQ	-EQUAL
	-EQUATION
EVCE	-END VERTICAL CURVE ELEVATION
EVCS	-END VERTICAL CURVE STATION
EW	-EACH WAY
EX	-EXISTING
EXIST	-EXISTING

F

F	-FAHRENHEIT
FCV	-FLOW CONTROL VALVE
FD	-FLOOR DRAIN
	-FOUND
FE	-FLOW ELEMENT
	-FINAL EFFLUENT
FF	-FINISH FLOOR
FG	-FINISH GATE
FH	-FIRE HYDRANT
FIN	-FINISH
FIT	-FLOW INDICATOR TOTALIZER
FL	-FLANGE
	-FLOORING
FLG	-FLOORING
FO	-FIBER OPTIC
FRP	-FIBERGLASS REINFORCED PLASTIC
FT	-FEET
	-FOOT
FUT	-FUTURE

G

GA	-GAGE
	-GAUGE
GAL	-GALLON
GALV	-GALVANIZED
GAS	-NATURAL GAS
GB	-GRADE BREAK
GCO	-GROUND CLEAN OUT
GFD	-FLUX UNITS
GI	-GALVANIZED IRON
	-GRAVITY IRRIGATION
GL	-GLASS
	-GLASS LINED
GPM	-GALLONS PER MINUTE
GYP	-GYPSUM

H

H/B	-HOSE BIBB
HM	-HOLLOW METAL
HP	-HORSEPOWER
	-HIGH PRESSURE
HV	-HAND VALVE
HVAC	-HEATING AND AIR CONDITIONING
HWL	-HIGH WATER LEVEL
HW	-HOT WATER

I

ID	-INSIDE DIAMETER
IE	-INVERT ELEVATION
IN	-INCH
INT	-INTERSECTION
INV	-INVERT
IP	-IRON PIN
IRR	-IRRIGATION
IRRG	-IRRIGATION
ISPWC	-IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION

J

JT	-JOINT
	-JOINT UTILITY TRENCH

K

K	-CURVE DESIGN K VALUE
KW	-KILOWATT
KWH	-KILOWATT HOUR

L

LB	-POUND
LBS/DAY	-POUNDS PER DAY
LF	-LINEAL FOOT
LIT	-LEVEL INDICATOR TRANSDUCER
LSH	-LEVEL SWITCH HIGH
LSL	-LEVEL SWITCH LOW
LSLL	-LEVEL SWITCH LOW LOW
LVC	-LENGTH VERTICAL CURVE
LWL	-LOW WATER LEVEL

M

M	-METER
	-MALE (PIPE THREAD)
	-MOTOR
MAG	-MAGNETIC
MBR	-MEMBRANE BIO-REACTOR
	-MEMBER
MECH	-MECHANICAL
MFR	-MANUFACTURER
MGD	-MILLION GALLONS PER DAY
MH	-MANHOLE
MISC	-MISCELLANEOUS
MJ	-MECHANICAL JOINT
MM	-MILLIMETER
MTR	-MOTOR

N

(N)	-NEW
N	-NORTH
NC	-NORMALLY CLOSED
NEMA	-NATIONAL ELECTRICAL MANUFACTURERS
NG	-NATURAL GAS
N GAS	-NATURAL GAS
NIC	-NOT IN CONTRACT
NO	-NORMALLY OPEN
NPS	-NOMINAL PIPE SIZE
NPT	-NATION PIPE THREAD
NTS	-NOT TO SCALE

O

OC	-ON CENTER
OD	-OUTSIDE DIAMETER
	-OVERALL DIAMETER
OF	-OVERFLOW
OFF	-OFFSET
OHP	-OVERHEAD POWER

P

P	-PUMP
PC	-POINT OF CURVATURE
PDR	-POND DRAIN
PE	-PLANT EFFLUENT
	-POLYMER
PG	-PRESSURE GAUGE
PI	-PLANT INFLUENT
	-POINT OF INTERSECTION
	-PRESSURE INDICATOR
	-PRESSURE IRRIGATION
P/L	-PROPERTY LINE
PLUMB	-PLUMBING
PP	-POWER POLE
	-UTILITY POLE
PPD	-POUND PER DAY
PRV	-PRESSURE REGULATING
	-PRESSURE RELIEF
	-PRESSURE REDUCING VALVE
PS	-PRESSURE SWITCH
	-PRESSURE SEWER
PSH	-PRESSURE SENSORS
PSI	-POUNDS PER SQUARE INCH
PSIG	-POUNDS PER SQUARE INCH GAUGE
PT	-POINT
	-POINT OF TANGENCY
PVC	-POLYVINYL CHLORIDE
PVI	-POINT OF VERTICAL INTERSECTION
PW	-POTABLE WATER

Q

QTY	-QUANTITY
QTR	-QUARTER

R

RCP	-REINFORCED CONCRETE PIPE
RE	-REFERENCE
RED	-REDUCER
	-REDUCING
RI	-RAPID INFILTRATION
RO	-ROUGH OPENING
ROW	-RIGHT OF WAY
R/W	-RIGHT OF WAY

S

S	-SOUTH
	-SECOND
	-SLOPE
SA	-SAMPLE
SCFM	-STANDARD CUBIC FEET PER MINUTE
SD	-STORM DRAIN
	-STANDARD DRAWING
SDMH	-STORM DRAIN MANHOLE
SEC	-SECTION
SHT	-SHEET
SIM	-SIMILAR
SPECS	-SPECIFICATIONS
SS	-SANITARY SEWER
	-STAINLESS STEEL
	-SERVICE TANK
SSMH	-SANITARY SEWER MANHOLE
SSPR	-SANITARY SEWER (PRESSURE)
SST	-STAINLESS STEEL TUBING
SSWR	-SANITARY SEWER (GRAVITY)
ST	-STREET
STA	-STATION
STD	-STANDARD
STRC	-STRUCTURAL
	-STRUCTURE
STRM	-STORM DRAIN
STL	-STEEL

T

T	-TANGENT
	-TOP
	-TELEPHONE
TBC	-TOP BACK CURB
TC	-TOP OF CURB
T/D	-TELEPHONE/DATA COMMUNICATIONS
TEL	-TELEPHONE
TEMP	-TEMPERATURE
	-TEMPORARY
T&G	-TONGUE AND GROOVE
TK	-TANK
TOC	-TOP OF CONCRETE
TOG	-TOP OF GROUT
TOPO	-TOPOGRAPHY
TOW	-TOP OF WALL
TRANS	-TRANSMITTANCE
TV	-TELEVISION
TYP	-TYPICAL

U

UGP	-UNDERGROUND POWER
UH	-UNIT HEATER
UL	-UNDERWRITERS LABORATORIES
UNO	-UNLESS NOTED OTHERWISE
UV	-ULTRA VIOLET
UW	-UTILITY WATER (NON-POTABLE)

V

VCT	-VINYL COMPOSITE TILE
VERT	-VERTICAL
VOL	-VOLUME

W

W	-POTABLE WATER
	-WEST
WATR	-WATER
W/	-WITH
W/O	-WITHOUT
WS	-WATER SURFACE
WSP	-WELDED STEEL PIPE
WWP	-WATER WORKING PRESSURE

Y

YD	-YARD
YR	-YEAR

GENERAL NOTES

CONSTRUCTION SPECIFICATIONS:
THE MATERIALS AND WORKMANSHIP USED THROUGHOUT CONSTRUCTION PROCESSES SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE ISPWC, SPECIAL PROVISIONS PROVIDED TO THE CONTRACTOR BY THE ENGINEER, AND THE MANUFACTURER'S TECHNICAL SPECIFICATIONS FOR THE DESIGNATED PRODUCTS.

ALL WORK MUST BE COMPLETED IN COMPLIANCE WITH THE U.S. ARMY CORPS OF ENGINEERS JOINT APPLICATION PERMIT AND THE IDAHO DEPARTMENT OF LANDS ENCROACHMENT PERMIT.

DRAWING DIMENSIONS:
THE DIMENSIONS CONTAINED WITHIN THESE DRAWINGS ARE BASED ON ORIGINAL DRAWINGS AND DO NOT GUARANTEE THE EXISTING AND CONSTRUCTED CONDITION OF THE SANDPOINT BRIDGE STREET BRIDGE. CONTRACTOR SHOULD FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS OF STRUCTURES AND QUANTITIES PRIOR TO ORDERING MATERIALS.

CONSTRUCTION:
ALL MATERIALS REMOVED FROM THE STRUCTURE BECOME THE CONTRACTOR'S PROPERTY AND SHALL BE DISPOSED OF PROPERLY.

DURING CONSTRUCTION, TRAFFIC CONTROL MUST BE HANDLED IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN.

CONTAIN ALL DEBRIS AND WASTEWATER RESULTING FROM CONSTRUCTION OPERATIONS. PROVIDE SHIELDING TO ENSURE CONTAINMENT OF DISLODGED MATERIAL AND ANY OTHER DEBRIS PRODUCED DURING CONSTRUCTION WITHIN THE REMOVAL AREA. DO NOT ALLOW DEBRIS TO FALL INTO THE WATERWAY OR ONTO THE GROUND BELOW.

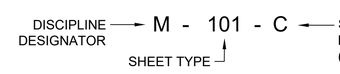
FIELD VERIFY LOCATIONS OF ALL UTILITIES ON AND UNDER THE BRIDGE. RETAIN AND PROTECT ALL UTILITIES.

DO NOT USE THE BRIDGE FOR CONSTRUCTION STAGING. DO NOT USE THE BRIDGE AS A WORK PLATFORM FOR ANY BRIDGE WORK.

DO NOT PLACE CONSTRUCTION MATERIALS ON THE BRIDGE. DO NOT CLOSE ANY TRAFFIC LANES AT ANY TIME TO ACCOMMODATE CONSTRUCTION ACTIVITIES OR EQUIPMENT FOR ACCESS OR STORAGE.

BOTH BRIDGE LANES SHALL REMAIN OPEN UNLESS OWNER APPROVES A 1-LANE CLOSURE. ALL TRAFFIC CONTROL IS INCIDENTAL TO THE WORK.

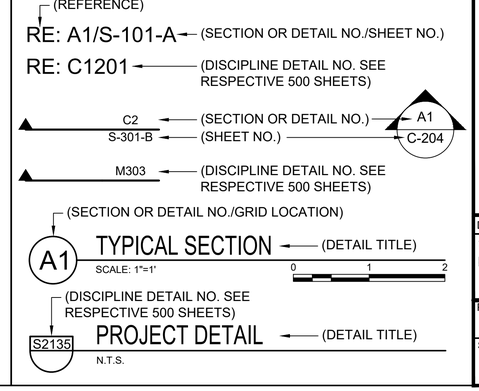
SHEET NUMBERING KEY



DETAIL & SECTION CALLOUT KEY

DISCIPLINE DETAIL DESIGNATORS

C	CIVIL (C-500 SHEETS)	H	HVAC (MH-500 SHEETS)
A	ARCHITECTURAL (A-500 SHEETS)	M	MECHANICAL (M-500 SHEETS)
S	STRUCTURAL (S-500 SHEETS	E	ELECTRICAL (E-500 SHEETS)
U	PLUMBING (MP-500 SHEETS)	EI	INSTRUMENTAL (EI-500 SHEETS)



KELLER ASSOCIATES
131 SW 5th Avenue, Suite A
Meridian, Idaho 83642
(208) 288-1992

PROFESSIONAL ENGINEER LICENSED
IDAHO
17638
8/22/2024
STATE OF IDAHO
BEN DAVIS

NO.	REVISIONS	DATE

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SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

GENERAL NOTES

DRAWN: CMC | CHECK: BTD

VERIFY SCALE: Scales based on 22"x34" prints.

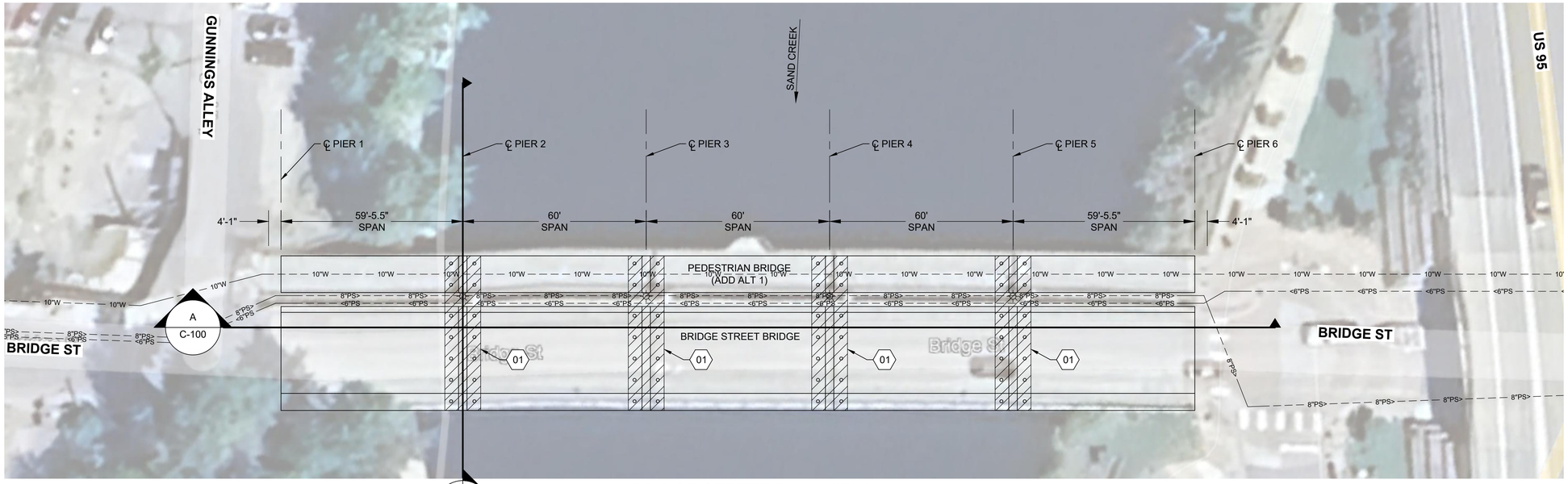
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PROJECT NO. 223167 | PAGE 4

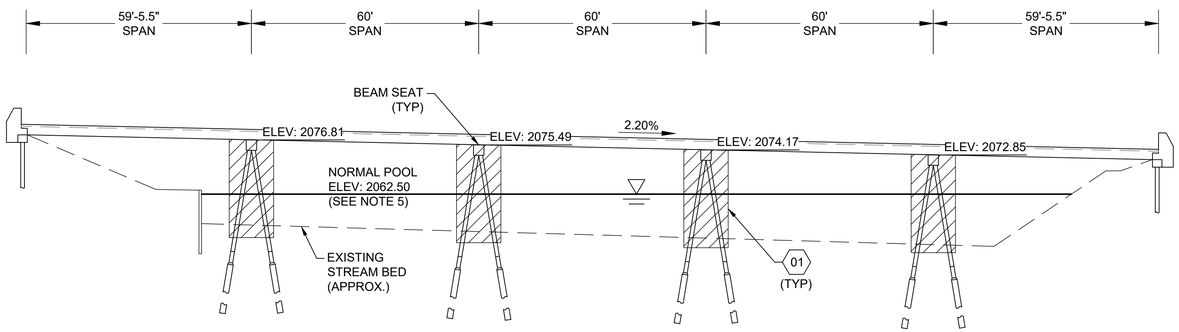
SHEET NO. G-103

J:\223167 SANDPOINT BRIDGE STREET REHABIC_DESIGN\C_CAD\3_DESIGN\C-PLANS\G-SHEETS.DWG LAST SAVED: 8/22/2024 12:00 PM PRINTED: 8/22/2024 12:05 PM

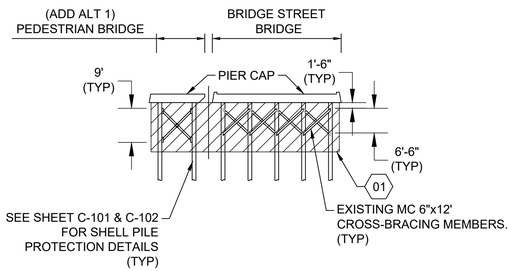
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BRIDGE STREET PLAN VIEW



BRIDGE STREET SECTION A-A
(DOWNSTREAM PIER ELEV)



BRIDGE STREET SECTION B-B
(TRANSVERSE PIER ELEV)

SCOPE OF WORK

CLEAN SHELL PILES AND CROSS-BRACING AND PREPARE SURFACE FOR PROTECTION IN ACCORDANCE WITH SP-100 SP-200, AND SP-300 WHERE APPLICABLE TO PIERS 2, 3, 4, AND 5.

SHEET NOTES

1. MEMBER SIZES AND DIMENSIONS FROM AS-BUILT PLANS. VERIFY AS NEEDED PRIOR TO ORDERING MATERIALS.
2. LOCATIONS OF UTILITIES ARE APPROXIMATE.
3. RETAIN AND PROTECT ALL UTILITIES.
4. RESTORE SITE TO ORIGINAL CONDITION PRIOR TO DEMOBILIZING.
5. PER ORIGINAL PLANS, NORMAL POOL ELEVATION IS CONSIDERED TO BE 2062.50 FEET. IT IS INTENDED FOR THE PROJECT TO BE COMPLETED WHEN SAND CREEK IS DRY SO EXISTING POOL ELEVATION MAY BE DIFFERENT.

SHEET KEYNOTES

01 WORK LIMITS- SEE SHEETS C-101 AND C-102 FOR PROTECTION DETAILS.

LEGEND

WORK LIMITS

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131 SW 5th Avenue, Suite A
Meridian, Idaho 83642
(208) 288-1992

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SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

BRIDGE WORK LIMITS

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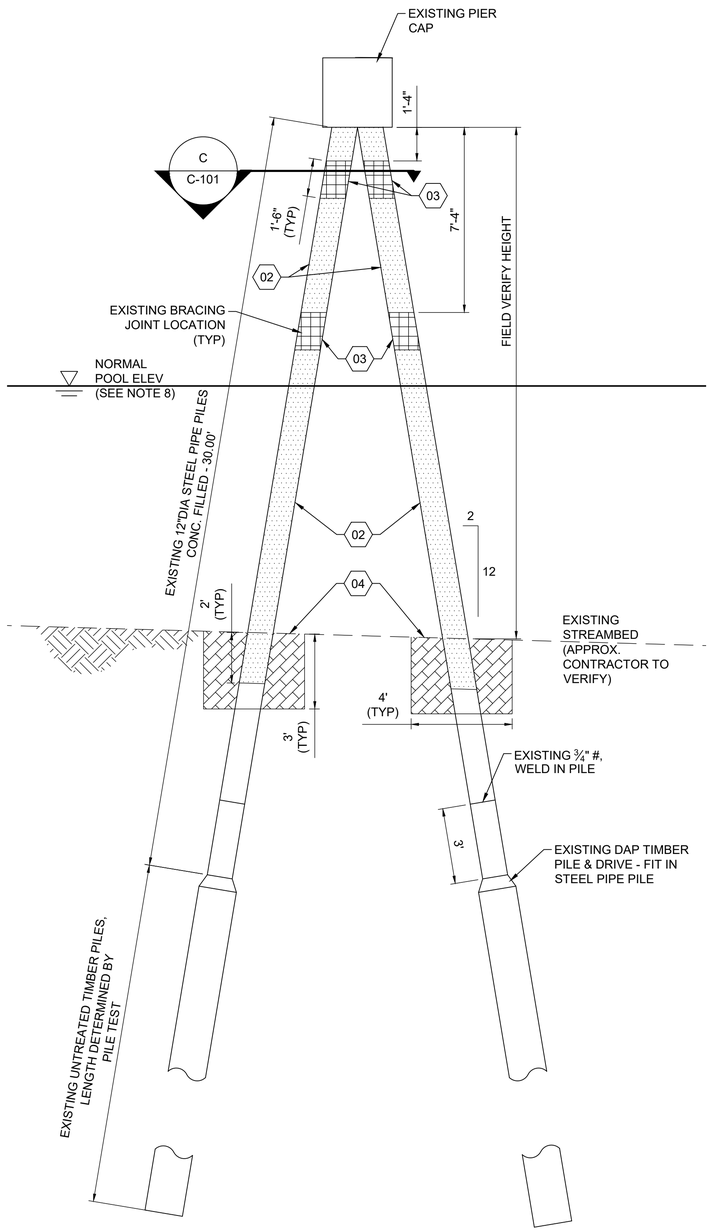
VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

PROJECT NO. 223167 | PAGE 5

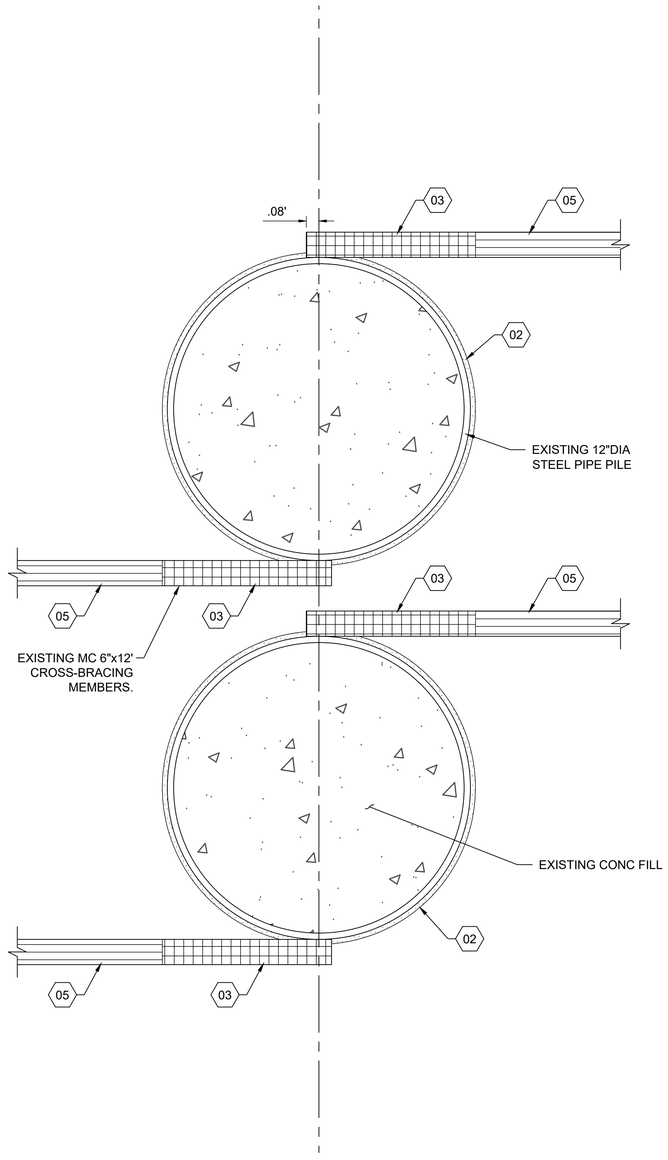
SHEET NO. C-100

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4



SHELL PILE, CROSS-BRACING, AND CONNECTION DETAIL (SIDE VIEW)

(NOT TO SCALE)



SECTION C-C

(NOT TO SCALE)

SHEET NOTES

1. PROJECT TO BE COMPLETED IN ACCORDANCE WITH SP-100, SP-200, AND SP-300.
2. PREPARE SURFACE OF PILES AND CROSS-BRACING IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS TO ENSURE PROPER ADHESION.
3. INSTALL SHELL PILE PROTECTION SYSTEM OVER ENTIRETY OF SHELL PILE SURFACE AND EXTEND 2' INTO CHANNEL BOTTOM.
4. PRODUCE PLAN AND SHOP DRAWINGS DETAILING INSTALLATION STEPS TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK ACCORDING TO SP-100, SP-200, AND SP-300.
5. MEMBER SIZES AND DIMENSIONS FROM AS-BUILT PLANS. VERIFY MEMBER SIZING AS NEEDED PRIOR TO ORDERING MATERIALS.
6. CONTRACTOR TO VERIFY STREAMBED ELEVATIONS.
7. BRIDGE SUPERSTRUCTURE NOT SHOWN FOR CLARITY.
8. PER ORIGINAL PLANS, NORMAL POOL ELEVATION IS CONSIDERED TO BE 2062.50 FEET. IT IS INTENDED FOR THE PROJECT TO BE COMPLETED WHEN SAND CREEK IS DRY SO EXISTING POOL ELEVATION MAY BE DIFFERENT.

SHEET KEYNOTES

02 SHELL PILE PROTECTION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT; RE: SP-100

03 CROSS BRACING CONNECTION PROTECTION SYSTEM- DENSO SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT; RE: SP-300

04 STREAMED EXCAVATION LIMITS - 4.0' WIDE x 4.0' LONG x 3.0' DEEP

05 CROSS-BRACING PROTECTION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT: RE: SP-200

LEGEND

- SHELL PILE PROTECTION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT; RE: SP-100
- CROSS-BRACING CONNECTION PROTECTION SYSTEM- DENSO SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT; RE: SP-300
- 4.0' WIDE x 4.0' LONG x 3.0' DEEP
- CROSS-BRACING PROTECTION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT; RE: SP-200

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SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

BRIDGE DETAIL SHEET

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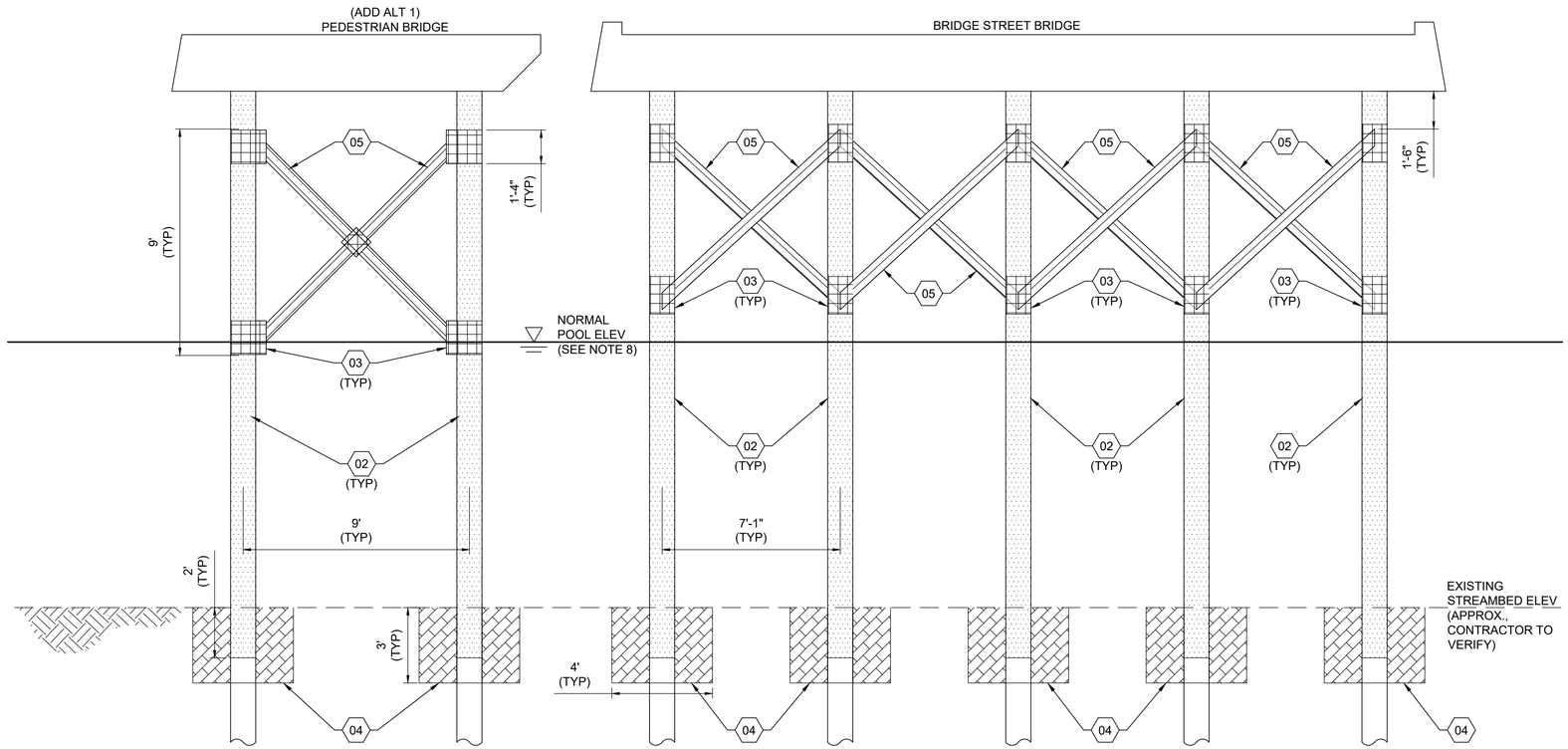
VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

PROJECT NO. 223167 | PAGE 6

SHEET NO. C-101

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SHELL PILE, CROSS-BRACING, AND CONNECTION DETAIL (FRONT VIEW)

(NOT TO SCALE)

SHEET NOTES

1. PROJECT TO BE COMPLETED IN ACCORDANCE WITH SP-100, SP-200, AND SP-300.
2. PREPARE SURFACE OF PILES AND CROSS-BRACING IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS TO ENSURE PROPER ADHESION.
3. INSTALL SHELL PILE PROTECTION SYSTEM OVER ENTIRETY OF SHELL PILE SURFACE AND EXTEND 2' INTO CHANNEL BOTTOM.
4. PRODUCE PLAN AND SHOP DRAWINGS DETAILING INSTALLATION STEPS TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK ACCORDING TO SP-100, SP-200, AND SP-300.
5. MEMBER SIZES AND DIMENSIONS FROM AS-BUILT PLANS. VERIFY MEMBER SIZING AS NEEDED PRIOR TO ORDERING MATERIALS.
6. CONTRACTOR TO VERIFY STREAMBED ELEVATIONS.
7. BRIDGE SUPERSTRUCTURE NOT SHOWN FOR CLARITY.
8. PER ORIGINAL PLANS, NORMAL POOL ELEVATION IS CONSIDERED TO BE 2062.50 FEET. IT IS INTENDED FOR THE PROJECT TO BE COMPLETED WHEN SAND CREEK IS DRY SO EXISTING POOL ELEVATION MAY BE DIFFERENT.

SHEET KEYNOTES

02 SHELL PILE PROTECTION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT; RE: SP-100

03 CROSS BRACING CONNECTION PROTECTION SYSTEM- DENSO SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT; RE: SP-300

04 STREAMED EXCAVATION LIMITS - 4.0' WIDE x 4.0' LONG x 3.0' DEEP

05 CROSS-BRACING PROTECTION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT: RE: SP-200

LEGEND

- SHELL PILE PROTECTION SYSTEM -DENSO SEASHIELD 2000HD OR EQUIVALENT; RE: SP-100
- CROSS-BRACING CONNECTION PROTECTION SYSTEM- DENSO SEASHIELD 525 UNDERWATER EPOXY OR EQUIVALENT; RE: SP-300
- 4.0' WIDE x 4.0' LONG x 3.0' DEEP
- CROSS-BRACING PROTECTION SYSTEM - DENSO SEASHIELD SERIES 70 OR EQUIVALENT; RE: SP-200

KELLER ASSOCIATES
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Meridian, Idaho 83642
(208) 288-1992

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PE/EIT/NAMED
17638
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BEN DAVIS

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SANDPOINT

SANDPOINT BRIDGE STREET REHABILITATION

BRIDGE DETAIL SHEET 2

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VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

PROJECT NO. 223167 | PAGE 7

SHEET NO. C-102

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

Stewart Contracting, Inc.

PO Box 1275, Pinehurst Idaho 83850

PART 3

BID PACKAGE

Docusign Envelope ID: B9E963F3-5F6C-4CA2-AD4C-5745714F3EB4

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.: 025627-UNLIMITED-1 ;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

BID SCHEDULE A – BASE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
2010.4.1.A.1	MOBILIZATION Per Lump Sum	LS	1	$ 40,000.00	$ 40,000.00
1001.4.1.A.1	EROSION & SEDIMENT CONTROL Per Lump Sum	LS	1	$ 5,000.00	$ 5,000.00
202.4.1.D.1	EXPOSE STEEL SHELLS (EXCAVATION & BACKFILL) Per Lump Sum	LS	1	$ 16,000.00	$ 16,000.00

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205.4.1.E.1	DEWATERING PER CONTINGENCY ALLOWANCE	CA	1	$20,000.00	$20,000.00
SP-100	SHELL PILE PROTECTION Per Each	EA	40	$ 3,300.00	$ 132,000.00
SP-200	CROSS-BRACING PROTECTION Per Each	EA	64	$ 1,100.00	$ 70,400.00
SP-300	CROSS-BRACING CONNECTION PROTECTION Per Each	EA	80	$ 700.00	$ 56,000.00
			TOTAL OF BID SCHEDULE A	$	339,400.00

BID SCHEDULE B – ADDITIVE ALTERNATIVE NO. 1

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1001.4.1.A.1	EROSION & SEDIMENT CONTROL Per Lump Sum	LS	1	$ 1,000.00	$ 1,000.00
202.4.1.D.1	EXPOSE STEEL SHELLS (EXCAVATION & BACKFILL) Per Lump Sum	LS	1	$ 6,400.00	$ 6,400.00
SP-100	SHELL PILE PROTECTION Per Each	EA	16	$ 3,300.00	$ 52,800.00
SP-200	CROSS-BRACING PROTECTION Per Each	EA	16	$ 1,100.00	$ 17,600.00
SP-300	CROSS-BRACING CONNECTION PROTECTION Per Each	EA	40	$ 700.00	$ 28,000.00
			TOTAL OF BID SCHEDULE B	$	105,800.00

This Additive Alternate No. 1, if awarded, consists of modifying the Contract to include protection applications on the shell piles, cross bracing, and cross bracing connections on the pedestrian bridge, as provided in the Base Bid. Acceptance of this Additive Alternate does not modify any other Bid items or Bid prices.

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item,
2. each Bid Unit Price includes all applicable taxes and fees, and

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3. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that all items included in Base Bid and Additive Alternative No. 1, will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
NONE	

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.

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5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

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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.

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BIDDER hereby submits this Bid as set forth above:

Bidder: Stewart Contracting, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Greg Stewart
(typed or printed)

Title: President
(typed or printed)

Date: 10/03/24
(typed or printed)

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

Attest: _____
(individual's signature)

Name: Jenny Stewart
(typed or printed)

Title: Secretary
(typed or printed)

Date: 10/03/24
(typed or printed)

Address for giving notices:
Stewart Contracting, Inc. PO Box 1275, Pinehurst Idaho 83850

Bidder's Contact:

Name: Greg Stewart
(typed or printed)

Title: President
(typed or printed)

Phone: 208-661-2757

Email: greg@stewartcontracting.com

Address:
PO Box 1275
Pinehurst Idaho 83850

Bidder's Contractor License No.: (if applicable) 025627-UNLIMITED-1

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BID BOND (PENAL SUM FORM)

Bidder Name: Stewart Contracting, Inc. Address *(principal place of business)*: 202 S. Division PO Box 1275 Pinehurst, ID 83850	**Surety** Name: Frankenmuth Insurance Company Address *(principal place of business)*: 1 Mutual Ave Frankenmuth, MI 48787
Owner Name: City of Sandpoint Address *(principal place of business)*: 1123 Lake Street Sandpoint, ID 83864	**Bid** Project *(name and location)*: 24-3170-4 Bridge Street Bridge Rehabilitation Project Bid Due Date: **October 3, 2024**

Bond

Penal Sum: Five Percent of Total Bid (5% of total bid)

Date of Bond: September 27, 2024

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Stewart Contracting, Inc. *(Full formal name of Bidder)*	Frankenmuth Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: Jacob Motto *(Signature) (Attach Power of Attorney)*
Name: Greg Stewart *(Printed or typed)*	Name: Jacob Motto *(Printed or typed)*
Title: President	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: Leigh McCarthy *(Signature)*
Name: Jenny Stewart *(Printed or typed)*	Name: Leigh McCarthy *(Printed or typed)*
Title: Secretary	Title: Attorney-in-Fact

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.

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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.

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FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Brook T. Smith, James T. Smith, Michael W. Dix, Jason D. Cromwell, Raymond M. Hundley, Deborah S. Neichter, William Precious, Ryan Britt, Mark Guidry, Theresa Hintzman, Jennifer Edwards, Susan Ritter, Lynnette Long, Leigh Mccarthy, Amy Smith, Barbara Duncan, Beth Frymire, Jill Kemp, Jacob Motto

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

Seal

Frankenmuth Insurance Company

By _____

Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

_____ (Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 27th day of September, 2024.

_____

Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

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Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address	Classification	License Number
Plumbing N/A	N/A	N/A
HVAC N/A	N/A	N/A
Electrical N/A	N/A	N/A
N/A	N/A	N/A

NOTES TO USER

1. This form must be included for all bids.

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200

ARTICLES OF INCORPORATION

(General Business)

Title 30, Chapters 21 and 29, Idaho Code

Filing fee: $100 typed, $120 not typed

Complete and submit the form in duplicate.

FILED EFFECTIVE

2015 OCT 28 AM 8:33

SECRETARY OF STATE
STATE OF IDAHO

☒ This general business corporation is a benefit corporation.
(Check if applicable pursuant to Title 30, Chapter 20, Idaho Code)

Article 1: The name of the corporation shall be:

Stewart Contracting, Inc.

Article 2: The number of shares the corporation is authorized to issue: 1,000

Article 3: Registered agent name and address:

Gregory S. Stewart (Name) 461 Paradise Lane, Pinehurst, Idaho 83850 (Address)

Article 4: Incorporator name and address:

Gregory S. Stewart (Name) PO BOX 1275, Pinehurst, Idaho 83850 (Address)

Article 5: The mailing address of the corporation shall be:

PO Box 1275, Pinehurst, Idaho 83850 (Address)

Optional Articles (director names and addresses, for example):

Signature of at least one incorporator:

Printed Name: Gregory S. Stewart

Signature: [signature]

Printed Name:

Signature:

Revised 06/2015

Secretary of State use only

IDAHO SECRETARY OF STATE
10/28/2015 05:00
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AGENDA REPORT

City Council Meeting

TODAY'S DATE: 09/24/2024

MEETING DATE: 10/16/2024

TO: MAYOR AND CITY COUNCIL

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

SUBJECT: Request to adopt the proposed City of Sandpoint Sponsorship and Advertising Policy (ACTION ITEM)

DESCRIPTION/BACKGROUND:

The City of Sandpoint's Sponsorship and Advertising Policy presents a strategic opportunity to generate additional revenue that directly supports the City's facilities, programs, and services without placing a further tax burden on residents. By establishing clear guidelines for entering into sponsorship and advertising agreements, this policy ensures that all partnerships align with the City's mission, values, and public image, maintaining transparency, consistency, and public trust.

With administrative oversight from the Community Planning and Development Department and an Advertising Standards Committee, this policy provides a structured framework to avoid controversial or inappropriate content, ensuring the City's reputation remains intact. Additionally, it outlines the legal and procedural steps necessary for securing sponsorships and advertising revenue while offering suitable recognition and benefits to sponsors in a way that enhances the community experience without commercializing public spaces.

Adopting this policy allows the City to access valuable resources from commercial partners, businesses, and organizations that are eager to invest in Sandpoint's growth and development. This policy ensures that sponsorships and advertisements contribute meaningfully to the City's goals while adhering to strict limitations to protect public interest. By approving this policy, the City Council can unlock new funding streams to enhance public services, maintain the City's character, and provide long-term benefits to the community.

SUPPORTING MASTER PLANS:

The following adopted Sandpoint Master Plans identify opportunities for new funding mechanisms, including establishing partnerships, sponsorships and supporting promotional advertising opportunities.

1. Parks and Recreation Master Plan (Adopted 2020): The following items goals were identified as short-term action items and are supportive of the proposed policy.

- **Goal 4: Increase Financial Opportunities**
  - **Objective 4.1** "The Division should continue to explore additional funding sources and develop strategies to seek alternative funding sources that include *donations, grants, and sponsorships.* Communication with current sponsors and donors should be conducted on a regular basis to ensure their continued positive relationships with the Division."
  - **Objective 4.2:** Explore opportunities to increase sponsorships
    - Actions:

    - **4.2.a.:** Explore additional sponsorship opportunities and build on existing *sponsorships*.
    - **4.2.b:** Ensure all existing and future *sponsorships* are accurately portrayed in a signed sponsorship agreement.
- **Objective 4.6:** Explore Capital Funding Opportunities,
    - **Action 4.6.c**: "Consider public-private partnerships as a funding source." Pg 124 in the 2020 Parks and Recreation Master Plan
- **Objective 4.7:** Explore dedicated funding sources for parks maintenance
    - Actions:
    - **4.7.a**: The Division should explore the possibility of partnering with local businesses to sponsor the park maintenance for specific parks in exchange for specific event *advertising* opportunities.

2. Sandpoint Arts & Preservation Plan (Adopted 2021): The following items goals were identified as short term action items and are supportive of the proposed policy.

- **Implementation Actions:** Prepare a fundraising and *sponsorship* plan for underwriting new events.
- **Commission Duties:** Seek and encourage financial support, including grants, loans and guarantees to Sandpoint artists, arts institutions, historians and heritage organizations *sponsoring* arts, historic preservation, and history activities, subject to City Council approval.
- **Case Studies** and funding of projects identified with in the plan identified several projects that were sponsored by various organizations and public-private partners
- **Partnerships:** Sandpoint has a strong culture of collaboration and volunteerism. Plan stakeholders desire public-*private partnerships* and to work together to plan and *raise funding for the arts, marketing and promotions of the creative sector,* and creation of impactful arts and cultural growth. Local private fundraising is highly competitive.
- **Theme #5: Building Local Capacity**
    - **GOAL #9: Enhance arts leadership and organizational capacity.**
    - The City of Sandpoint will take the lead on cultural development working closely with and providing support to its non-governmental partners. When it comes to cultural development, the City will strive for a culture of "yes" to encourage more civic participation in the arts and *more investment in public-private partnerships that support arts, culture and historic preservation*, helping to strengthen the capacity of cultural and heritage non-profits. The City will also endeavor to involve more local youth in arts development activities.

3. Comprehensive Plan (July 2024)

- **Context** (Page 26): Sandpoint's recent popularity, reflected in its population growth, demand for seasonal, short-term, and long-term housing, and other development pressures, may challenge the existing character of the city. As a result, additional measures may become important to proactively preserve and enhance the vibrant character of Sandpoint through intentional design choices, programs, and tools, even as the city continues to grow and change. Such efforts may include historic preservation, art districts, design guidelines, *community partnerships, and new funding mechanisms.*
- **Goal 1: Parks & Open Space**
    - **E.:** Cultivate *partnerships* to support additional recreational facilities and amenities that are equitably distributed across Sandpoint to benefit all residents.
- **Goal 2: Recreation**
    - **E.:** Continue to explore *partnerships* to enhance programming opportunities.
- **Goal 1: Utilities and Infrastructure**
    - **C.**: Collaborate and consider partnership opportunities with other governmental agencies and service providers to provide the most cost effective, reliable, and efficient utilities and infrastructure to all residents and businesses.
- **Goal 2: Educational Partners in Planning**

    - **B:** Develop partnerships with the educational community to share resources and facilities, where practical.
- **Goal 5: Public Safety**
    - **E.** Use regional *partnerships*, emergency planning and *shared resources* to reduce loss of life and property from hazards (climate-related hazards such as fire and flooding, train derailment, etc.).
- **Goal 6: Safety by Design**
    - **B:** Foster *partnerships* between crime prevention practitioners, community planners, architects, and public safety/health agencies.
- **Goal 7: Public Health and Welfare**
    - **B:** Develop partnerships with the health care community to collaborate and share resources, where practical.
- **Economic Tools and Partnerships**
    - "…However, for Sandpoint to remain regionally competitive, it will be important to leverage available tools and *partnerships*, as well as anticipate changes in national and regional trends." (pg 104)
    - "…The re-use of brownfields has been done successfully, but requires coordination between state agencies and local government, and often includes public-private partnerships (PPP).
- **Goal 3: Regional Economy**
    - **F.**: Strengthen *partnerships* and coordination with Schweitzer and other regional destinations and events to capitalize on the seasonal tourism industry.
- **Goal 5: Downtown Vitality**
    - **E:** Encourage *partnerships* with local organizations and businesses to host events in public spaces.
- **Partnerships & Agreements (pg 134)**
    - Implementation of this Comprehensive Plan depends on building *partnerships*. Many objectives will be implemented through collaborative *partnerships* with business, community and non-profit groups, as well as regional agencies.

STAFF RECOMMENDATION:

Staff recommends that City Council approves the proposed City of Sandpoint Sponsorship and Advertising Policy.

ACTION: Approve the resolution to accept the proposed City of Sandpoint Sponsorship and Advertising Policy.

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

ATTACHMENTS:

Proposed Resolution

Proposed City of Sandpoint Sponsorship and Advertising Policy

No: 24-
Date: October 16, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: ADOPTING CITY OF SANDPOINT SPONSORSHIP AND ADVERTISING POLICY

WHEREAS: A number of the City's master plans, such as the 2024 Comprehensive Plan, the Arts and Historic Preservation Plan, adopted in 2021, and the Parks & Recreation Master Plan, adopted in 2020, identify opportunities for new funding mechanisms, including establishing partnerships and sponsorships and supporting promotional advertising opportunities;

WHEREAS: By establishing clear guidelines for the City to enter into sponsorship and advertising agreements, a sponsorship and advertising policy presents a strategic opportunity to generate additional revenue that directly supports the City's facilities, programs, and services without placing a further tax burden on residents, while seeking to ensure that all partnerships align with the City's mission, values, and public image, maintaining transparency, consistency, and public trust;

WHEREAS: With administrative oversight by City staff and an Advertising Standards Committee, the proposed City of Sandpoint Sponsorship and Advertising Policy provides a structured framework to avoid controversial or inappropriate content and outlines the legal and procedural steps necessary for securing sponsorships and advertising revenue while offering suitable recognition and benefits to sponsors in a way that enhances the community experience without commercializing public spaces; and

WHEREAS: Adopting this policy would allow the City to access valuable resources from commercial partners, businesses, and organizations eager to invest in Sandpoint's growth and development, with the policy seeking to ensure that sponsorships and advertisements contribute meaningfully to the City's goals while adhering to strict limitations to protect public interest, potentially unlocking new funding streams to enhance public services, maintain the City's character, and provide long-term benefits to the community.

NOW THEREFORE BE IT RESOLVED THAT: The City of Sandpoint Sponsorship and Advertising Policy, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved and adopted.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

City of Sandpoint Sponsorship and Advertising Policy

Purpose

The City of Sandpoint acting in its proprietary capacity and not as a regulator recognizes the opportunity to raise revenues to support public benefits through commercial advertising and sponsorships on city property or right of way. This policy establishes guidelines and procedures for entering into sponsorship and advertising agreements to ensure consistency, transparency, and alignment with the City's mission, values, and public image.

Governing Authority

The Community Planning and Development Department is responsible for implementing and administering this policy. The Parks Planning & Development Manager acts as the principal office for sponsorships, while an Advertising Standards Committee, appointed by the Mayor, oversees advertising sales. All changes to this policy must be approved by the City Council.

Objectives

1. Generate additional revenue to support City facilities, programs, and services.
2. Define the types of commercial advertising and sponsorships acceptable in City publications, events, and facilities.
3. Ensure clear and objective standards for accepting or rejecting advertising and sponsorship requests.
4. Maintain the City's reputation and public image by avoiding controversial or offensive content.
5. Provide suitable acknowledgment and recognition for sponsors.

Scope

This policy applies to commercial advertising and sponsorships from individuals, foundations, corporations, nonprofit organizations, and other entities in designated spaces specifically made available for advertising by the City. It excludes gifts, grants, and unsolicited donations without business relationships or benefits to the donor, and events authorized by a Special Event Permit.

Procedures

1. **Advertising Sales**:
    - Advertising space may be sold in City publications, events, city property, and team uniforms.
    - Advertising rates will be established by the City Council, guided by market rates.
    - An Advertising Standards Committee will review all advertisements to ensure compliance with limitations.
    - Advertisers must enter into legal contracts with the City and adhere to visual identity guidelines and print schedules.

2. **Sponsorship Agreements**:
    - Sponsorships can include cash, real or personal property, or in-kind contributions.
    - Staff will consult with the Procurement Officer and Central Services Director to execute sponsorship agreements.
    - Agreements will consider the sponsor's timing expectations, associated costs, scope of sponsorship, and past involvement in City projects.
3. **Advertising/Sponsorship Applications:**
    - Application for advertising sales or sponsorship agreement opportunities can be submitted through individuals or entities responding to such opportunities posted on the City's website, sponsorship or advertising catalog, or other selected methods deemed appropriate by the City. The City may also consider sponsorship proposals initiated and submitted by individuals or entities although it is not obligated to do so.

Limitations and Restrictions

Advertising and sponsorship content must not:

1. Be false, misleading, or deceptive.
2. Be libelous or promote illegal activities.
3. Imply or declare City endorsement of any products or services.
4. Contain obscenity, profane or sexual content.
5. Promote alcohol or tobacco-related products.
6. Support or oppose political candidates, issues, or causes.
7. Support or oppose any religion or religious beliefs.
8. Contain non-commercial speech.
9. Conflict with City goals, policies, or procedures.

Right to Deny and Terminate

The City reserves the right to deny any sponsorship or advertising request that contains prohibited content reflected above, conflicts with the City's mission, values, policies, or best interests. The City may terminate agreements if conditions arise that conflict with this policy in the City's sole discretion.

Appeal Process

Potential advertisers whose submission are rejected or terminated by City Staff will first appeal the decision to the Mayor. Should the Mayor affirm the denial, the potential advertiser may then

appeal the denial to the City Council. The appeal process will be conducted in a timely manner and will provide the potential advertiser with the opportunity to present their case.

Recognition and Benefits

Sponsor recognition will be designed to minimize visual impacts on visitor experience and site aesthetics. Forms of recognition include:

- Temporary signs during construction or events.
- Interpretive signs with logos.
- Permanent plaques or signs (limited to the life of the asset).
- Naming rights for facilities where the sponsorship covers 100% of costs.
- Publicity through City and sponsor channels.
- Events like press conferences and ribbon-cutting ceremonies.
- Commemorative items and acknowledgments in printed materials.

Exclusions

- Program delivery support and community sports team sponsorships are excluded from this policy and may follow separate guidelines.

Reporting

The City staff will report annually to the Mayor and City Council on the number of active sponsorships, their dollar value, types, and impacts on public use of City properties and programs.

Controlling Law

All sponsorships and advertisements must comply with applicable City policies, codes, and state and federal laws.

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 09, 2024

MEETING DATE: October 16, 2024

TO: City Council

FROM: Cheryl Hughes, Central Services Director

SUBJECT: Approve 2025 Employee Benefits Contracts and Insurance Policies and Authorize Release of Medical Premium Stabilization Reserve Funds

DESCRIPTION/BACKGROUND:

The upcoming January 01, 2025 annual benefit renewals for Regence Blue Shield (Regence) and Delta Dental have been received. The City had entered into multi-year agreements with locked in rates for VSP for vision and USAble for life insurance in 2024, therefore there are no renewal agreements necessary for those benefits for 2025. Renewals for Regence and Delta Dental are necessary for 2025. Delta Dental premiums for the City and employee are remaining unchanged in 2025. Regence premiums are being increased for both the City and employee. Based on utilization for the rating period of July 01, 2023 – June 30, 2024, the premium rate adjustment (increase) needed was 41.79%. Regence submitted a renewal offer of a premium rate adjustment of 32.5%. After further negotiating with Regence in partnership with Taylor Insurance, Regence agreed to a renewal premium rate adjustment of 24.81%, based on the years of experience with the City. As part of planning for future annual renewal premium increases such as this, the City Council approved the establishment of a Medical Premium Stabilization Reserve fund. The Medical Premium Stabilization Reserve funds currently have $74,861, of which, the City is asking City Council to release these reserves to help offset the premium rate increase of 24.81%. With utilizing these reserves, the net premium increase is 18.125%. Additionally, the City has removed the Employee Assistance Program (EAP) from Regence and will be entering into an agreement with BPA Health to provide the EAP services. The cost is the same as it would have been with Regence and BPA Health will provide an expanded network for employees to choose from. This will be an enhanced benefit to the City's EAP at no cost to the employee.

STAFF RECOMMENDATION:

1. Staff recommends a Motion to approve 2025 employee benefits contracts and insurance policies; and
2. A Motion to approve the Resolution Utilizing the Medical Premium Stabilization Reserve fund.

ACTION:

1. Motion to approve 2025 employee benefits contracts and insurance policies; and
2. Motion to approve the Resolution Utilizing the Medical Premium Stabilization Reserve funds.

WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? No. The City budgeted 10%, of which this increase exceeds.

ATTACHMENTS:

Proposed Resolution

2025 Regence Blue Shield Employee Benefit Booklet

2025 Regence Blue Shield Agreement

2025 Delta Dental Renewal Letter

2025 Employee Benefits Summary (Draft)

2025 City of Sandpoint Employee Benefit Renewal

Taylor Insurance Inc.

On behalf of everyone at Taylor Insurance, we thank you for allowing us to administer your health plan benefits this year. Being an advocate – for you, your employees and your families – is a responsibility that we take very seriously.

Your renewal date is approaching and this packet includes your 2025 renewal calculations, information about your renewal and possible benefit changes.

Again, we thank you for your partnership and look forward to continuing to work with your organization to provide a qualify, cost effective healthcare plan.

Regence Financial Facts 2022

Regence

Regence BlueShield of Idaho is an Independent Licensee of the Blue Cross and Blue Shield Association

Group Utilization Overview

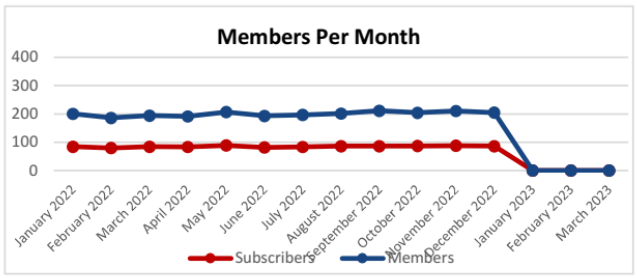
10003131 - City Of Sandpoint

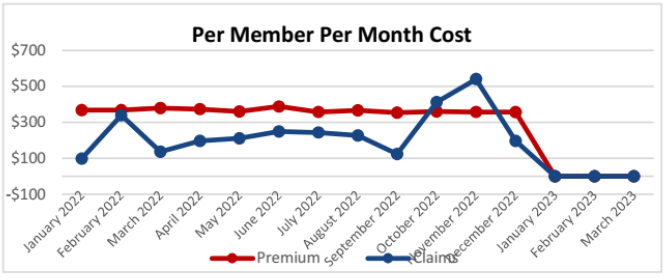
Paid Date: January 2022 - March 2023

Incurred Date: January 2022 - December 2022

Pooling Level $75,000

Month	Subscribers	Members	Premium	Total Paid	Total Paid PMPM	Premium PMPM	Loss Ratio
January 2022	85	201	73,854	19,650	$97.76	$367.43	26.6%
February 2022	80	186	68,480	63,219	$339.89	$368.17	92.3%
March 2022	85	194	73,470	26,483	$136.51	$378.71	36.0%
April 2022	84	192	71,614	37,749	$196.61	$372.99	52.7%
May 2022	89	207	74,547	43,762	$211.41	$360.13	58.7%
June 2022	82	193	74,926	48,054	$248.98	$388.22	64.1%
July 2022	84	197	70,546	48,094	$244.13	$358.10	68.2%
August 2022	86	202	74,046	45,733	$226.40	$366.56	61.8%
September 2022	86	212	75,116	26,243	$123.79	$354.32	34.9%
October 2022	87	204	73,538	84,131	$412.40	$360.48	114.4%
November 2022	88	211	75,572	113,917	$539.89	$358.16	150.7%
December 2022	86	205	73,216	40,426	$197.20	$357.15	55.2%
January 2023	0	0	0	27,104			
February 2023	0	0	0	2,069			
March 2023	0	0	0	711			
April 2023	0	0	0	0			
May 2023	0	0	0	0			
June 2023	0	0	0	0			
Total	**1,022**	**2,404**	**$878,925**	**$627,345**	**$260.96**	**$365.61**	**71.4%**





There is 1 high claimant for this reporting period.

Regence Financial Facts 2023

Regence

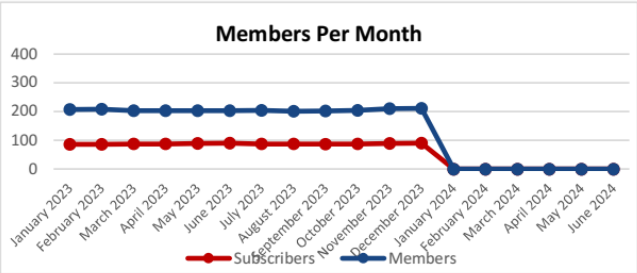
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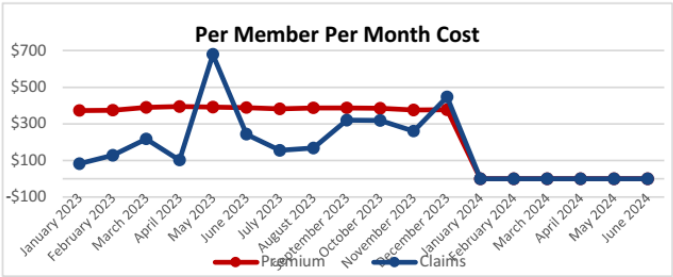
Group Utilization Overview

City Of Sandpoint

Paid Date: January 2023 - June 2024
Incurred Date: January 2023 - December 2023
Pooling Level $75,000

Month	Subscribers	Members	Premium	Total Paid	Total Paid PMPM	Premium PMPM	Loss Ratio
January 2023	86	207	$77,079	$16,994	$82.10	$372.36	22.0%
February 2023	86	208	$77,732	$26,570	$127.74	$373.71	34.2%
March 2023	88	203	$79,090	$44,263	$218.05	$389.61	56.0%
April 2023	88	203	$80,067	$20,790	$102.41	$394.42	26.0%
May 2023	89	203	$79,400	$137,791	$678.77	$391.13	173.5%
June 2023	90	203	$78,911	$49,380	$243.25	$388.72	62.6%
July 2023	88	204	$77,902	$31,580	$154.80	$381.87	40.5%
August 2023	88	201	$77,933	$33,717	$167.74	$387.73	43.3%
September 2023	87	202	$78,340	$64,692	$320.26	$387.82	82.6%
October 2023	88	204	$78,466	$65,125	$319.24	$384.64	83.0%
November 2023	89	210	$78,992	$54,613	$260.06	$376.15	69.1%
December 2023	90	211	$79,480	$94,236	$446.62	$376.68	118.6%
January 2024	0	0	$0	$42,532			
February 2024	0	0	$0	$4,236			
March 2024	0	0	$0	$771			
April 2024	0	0	$0	$6,403			
May 2024	0	0	$0	$87,515			
June 2024	0	0	$0	$373			
Total	**1,057**	**2,459**	**$943,393**	**$781,578**	**$317.84**	**$383.65**	**82.8%**





There is 1 high claimant for this reporting period.

This report does not include all costs for a settlement such as plan administration, pooling and other fees nor does it include claims runout.

Regence Financial Facts through June 2024

Regence

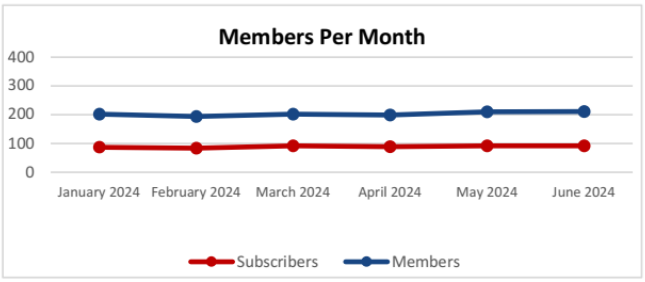
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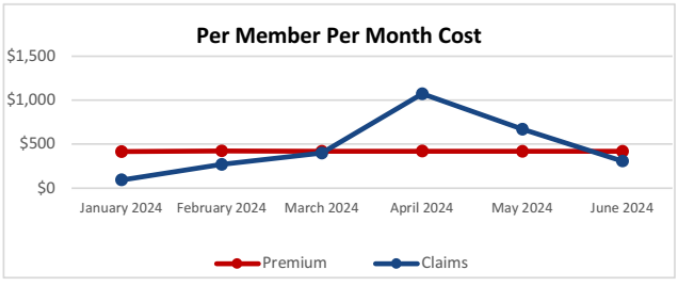
Group Utilization Overview

City Of Sandpoint

Paid Date: January 2024 - June 2024
Incurred Date: January 2024 - June 2024
Pooling Level $125,000

Month	Subscribers	Members	Premium	Total Paid	Total Paid PMPM	Premium PMPM	Loss Ratio
January 2024	88	202	83,711	18,479	$91.48	$414.41	22.1%
February 2024	84	194	81,811	51,929	$267.67	$421.71	63.5%
March 2024	92	202	83,912	80,781	$399.90	$415.41	96.3%
April 2024	89	199	83,444	213,387	$1,072.30	$419.32	255.7%
May 2024	92	210	87,268	140,406	$668.60	$415.56	160.9%
June 2024	92	211	87,714	64,980	$307.96	$415.71	74.1%
July 2024	0	0	0	0			
August 2024	0	0	0	0			
September 2024	0	0	0	0			
October 2024	0	0	0	0			
November 2024	0	0	0	0			
December 2024	0	0	0	0			
January 2025	0	0	0	0			
February 2025	0	0	0	0			
March 2025	0	0	0	0			
April 2025	0	0	0	0			
May 2025	0	0	0	0			
June 2025	0	0	0	0			
Total	**537**	**1,218**	**$507,860**	**$569,962**	**$467.95**	**$416.96**	**112.2%**





Recent History with Regence

June 2019 – Entered a 19-month contract with an increase of 6%

January 2021 – 10% Reduction in Rates

January 2022 – 2% Reduction in Rates

Received a premium refund via the 50/50 SharePlan in the amount of $74,861 based on performance of 2021 plan year.

January 2023 – 4% Increase in Rates

January 2024 – 8.5% Increase in Rates

Recent Usage (deductible and OOP)

2023: 30 members met their deductible and 11 met their out-of-pocket maximum.

YTD 2024: 31 members have met their deductible and 9 have met their out-of-pocket maximum.

2025 Regence Renewal

- Original Regence Renewal offer – 32.5% after negotiations the renewal offer is 24.81%
- Pooling Point with Regence will remain constant at $125,000 this year. It had been increased in our 2024 contract year. No claims are being pooled at this point in time.
- Retain the 50/50 Share Plan (Draft contract for 2025 will not be available till Mid to Late-October for review)
    - The 50/50 Share Plan did not result in a refund for the 2023 contract year due to higher utilization.
- HSA Plan must increase deductible from $3,200 to $3,300 due to IRS guidelines.

Regence Renewal without Employee Assistance Program

Fully Insured Retrospective Renewal

Group Name: City of Sandpoint
Group ID: 10003131
Sales Representative: Sheryl Orton
Producer/Agency: Daniel Taylor / Taylor Insurance

Effective January 1, 2025

Medical

	Plan 1 Current	Plan 2 Current	Plan 3 Current
Plan Type	Classic	HSA 3.0	Classic
Network	Preferred	Preferred	Preferred
Deductible	$1,500	$3,300	$500
Max OOP	$7,150	$5,000	$5,000
Coinsurance	70%	80%	70%
Primary Copay	$30	N/A	$30
Specialist Copay	$0	N/A	$0

Pharmacy

Deductible	$0	Shared w/ Medical	$0
Tier 1	$10	20%	$5
Tier 2	$40	20%	$35
Tier 3	$75	20%	$60
Tier 4	$100	N/A	N/A
Tier 5	N/A	N/A	N/A
Tier 6	N/A	N/A	N/A

Programs

Program(s) Included: None

Enrollment

Employee	39	22	28
Spouse	22	7	14
One Child	6	3	5
Multiple Children	13	5	4
	0	0	0

Renewal Rates

Employee	$659.40	$582.10	$722.90
Spouse	$750.10	$662.60	$822.10
One Child	$314.60	$278.00	$344.90
Multiple Children	$499.00	$440.80	$546.90

Selected Plans

☐ ☐ ☐

Renewal Increase: 24.81% Estimated Retention: $171.35 PEPM

- Group will receive 50% of eligible gains.
- Eligible gains are defined as Premium, less Completed Claims (Incurred Claims plus IBNR) less Retention.
- Retention is defined as Administration Fees, Commission, Taxes and Mandated Fees, and any Ancillary Service Fees as selected.
- Settlement shall occur in the seventh (7th) month after the final date of the contract to allow for six (6) months of runout. IBNR will be included in the settlement calculation.
- Groups that do not renew, or terminate mid-contract, will forfeit any gains.
- Groups that renew, but opt out of this arrangement cannot choose this funding option for three (3) years.

HealthEquity

- HealthEquity continues to be our HSA banking partner.
  - No Change in Administration Charges
  - $2.70 PEPM

HSA Contribution Limits

The following chart shows the health savings account (HSA) limits that will apply for 2025, along with the 2024 limits for comparison purposes.

Type of Limit		2024	2025	Change
HSA Contribution Limit	***Self-only***	$4,150	$4,300	**Up $150**
	Family	$8,300	$8,550	**Up $250**
HSA Catch-up Contributions *(not subject to adjustment for inflation)*	***Age 55 or older***	$1,000	$1,000	No change

Delta Dental of Idaho
Financials - 12 Month Comparison Summary

Delta Dental is pleased to offer no renewal increase for a one-year contract.

A 34.6% savings of total claims submitted is realized as a result of Delta Dental's unique contracts with providers. These procedures are non-billable to your account.

There were 4.5% more employees covered under the dental plan.

There were 6.1% fewer claims and 10.1% fewer dollars paid in claims.

The cost-per-subscriber decreased 13.9% to $63.57.

Oral surgery and periodontia have the highest increase in utilization.

City of Sandpoint
Delta Dental Group No. 0764
For Period: 07-2022 to 06-2023
07-2023 to 06-2024

Month	Subscribers			Administrative Income			NO. Claims			Paid Claims			Cost/Claim			Cost/Subscriber		
	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.
Jul	81	86	6.2%	$721.71	$781.74	8.3%	23	48	108.7%	$5,472.00	$6,684.30	22.2%	$237.91	$139.26	-41.5%	$67.56	$77.72	15.1%
Aug	82	86	4.9%	$730.62	$781.74	7.0%	49	38	-22.4%	$7,973.20	$6,782.90	-14.9%	$162.72	$178.50	9.7%	$97.23	$78.87	-18.9%
Sep	84	86	2.4%	$748.44	$781.74	4.4%	31	32	3.2%	$5,394.30	$9,374.30	73.8%	$174.01	$292.95	68.4%	$64.22	$109.00	69.7%
Oct	84	87	3.6%	$748.44	$790.83	5.7%	36	23	-36.1%	$5,382.40	$3,142.90	-41.6%	$149.51	$136.65	-8.6%	$64.08	$36.13	-43.6%
Nov	85	88	3.5%	$757.35	$799.92	5.6%	38	26	-31.6%	$8,207.70	$3,961.20	-51.7%	$215.99	$152.35	-29.5%	$96.56	$45.01	-53.4%
Dec	83	89	7.2%	$739.53	$809.01	9.4%	38	31	-18.4%	$7,773.80	$4,593.70	-40.9%	$204.57	$148.18	-27.6%	$93.66	$51.61	-44.9%
Jan	83	87	4.8%	$754.47	$814.32	7.9%	37	37	0.0%	$8,591.90	$4,427.60	-48.5%	$232.21	$119.66	-48.5%	$103.52	$50.89	-50.8%
Feb	83	85	2.4%	$754.47	$795.60	5.5%	20	28	40.0%	$2,374.30	$4,747.60	100.0%	$118.72	$169.56	42.8%	$28.61	$55.85	95.3%
Mar	85	90	5.9%	$772.65	$842.40	9.0%	43	20	-53.5%	$8,321.00	$3,964.80	-52.4%	$193.51	$198.24	2.4%	$97.89	$44.05	-55.0%
Apr	86	88	2.3%	$781.74	$814.32	4.2%	31	44	41.9%	$4,573.60	$7,703.20	68.4%	$147.54	$175.07	18.7%	$53.18	$87.54	64.6%
May	86	91	5.8%	$772.65	$851.76	10.2%	52	35	-32.7%	$7,614.00	$4,567.81	-40.0%	$146.42	$130.51	-10.9%	$88.53	$50.20	-43.3%
Jun	87	91	4.6%	$790.83	$851.76	7.7%	25	35	40.0%	$2,826.50	$7,057.40	149.7%	$113.06	$201.64	78.3%	$32.49	$77.55	138.7%
Total:	1,009	1,054	4.5%	$9,072.90	$9,715.14	7.1%	423	397	-6.1%	$74,504.70	$67,007.71	-10.1%	$176.13	$168.79	-4.2%	$73.84	$63.57	-13.9%

Proposed Renewal

Plans & Rates

	Current	
	PPO	Premier
Preventive & Diagnostic Services	100%	100%
Basic Services	80%	80%
Major Services	50%	50%
Deductible	$25	$25
Family Maximum Deductible	$75	$75
Annual Maximum Benefit	$1,250	$1,250
Maximum Rollover Benefit	$3,050	$3,050
Annual Threshold Amount	$600	$600
Annual Rollover Amount	$300	$300
Child Orthodontia	50%	50%
Orthodontia Lifetime Maximum	$1,500	$1,500

	Current Rates	Renewal Rates
Administrative Rate *(Per Employee Per Month)*	$9.36	$9.36

Rate Classification	2025 Suggested Premiums for Funding
Employee	**$40.58**
Employee & Spouse	**$81.16**
Employee & One Child	**$64.52**
Employee & Two or More Children	**$89.27**
Family	**$121.74**

USAble Life – Life, AD&D and Voluntary Life

Current Life Benefits

- Class 1 - Elected Official: $12,000 and Dependents: $1,000
- Class 2: 1X annual salary rounded to next $1,000, plus $2,000 to a max of $100,000. Dependents: $1,000

Current Life Premiums

- No increase – Currently in a Rate Guarantee till 01/2026
- Basic Life per $1,000: $.228
- Basic AD&D per $1,000: $.030
- Basic Dependent Life: $.220 PEPM

Current Voluntary Life: No change in premium – age rated

USAble Life – Long Term Disability

NO CHANGES

- No increase – Currently in a Rate Guarantee until 01/2026
- Per $100 of covered payroll: $.420
- Elimination Period: 90 days
- Benefit: 60% of monthly pre-disability earnings to a maximum of $5,000 per month. Minimum benefit is the greater of $100 of 10% of the gross monthly benefit.

VSP – Vision

- Voluntary vision product
- No increase – Currently in a Rate Guarantee until 01/2026
    - Employee: $8.20
    - Employee & Spouse: $16.40
    - Employee & Children: $17.56
    - Employee & Family: $28.05
- Members can join or cancel at renewal

Employee Assistance Program

- Regence BlueShield of Idaho continues to partner with ComPsych for EAP–Premiums are included in the medical rate (approx. $2.50 PEPM) – provides a 6 session model.
    - It is recommened to carve the EAP out of the Regence contract and partner with BPA. A direct contract with BPA will allow for wider network and easier access for care. Premium for a 6 session model is $2.43 PEPM. Additional details included in the appendix.
- USAble will be providing EAP as well, with a 4-session model with vendor New Directions.
    - Value added benefits with USAble include the following:
        - Travel Assistance
        - Dignity Planner
        - Beneficiary Assistance Program
        - Identity Theft Protection

Regence Renewal



City of Sandpoint

Renewal Effective Date: January 1, 2025

Daniel Taylor / Taylor Insurance

Fully Insured Retrospective Renewal

Group Name: City of Sandpoint
Group ID: 10003131
Sales Representative: Sheryl Orton
Producer/Agency: Daniel Taylor / Taylor Insurance

Effective January 1, 2025

Medical

	Plan 1 Current	Plan 2 Current	Plan 3 Current
Plan Type	Classic	HSA 3.0	Classic
Network	Preferred	Preferred	Preferred
Deductible	$1,500	$3,300	$500
Max OOP	$7,150	$5,000	$5,000
Coinsurance	70%	80%	70%
Primary Copay	$30	N/A	$30
Specialist Copay	$0	N/A	$0

Pharmacy

Deductible	$0	Shared w/ Medical	$0
Tier 1	$10	20%	$5
Tier 2	$40	20%	$35
Tier 3	$75	20%	$60
Tier 4	$100	N/A	N/A
Tier 5	N/A	N/A	N/A
Tier 6	N/A	N/A	N/A

Programs

Program(s) Included: None

Enrollment

Employee	39	22	28
Spouse	22	7	14
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Multiple Children	13	5	4
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Selected Plans

☐ ☐ ☐

Renewal Increase: 24.81% Estimated Retention: $171.35 PEPM

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- Settlement shall occur in the seventh (7th) month after the final date of the contract to allow for six (6) months of runout. IBNR will be included in the settlement calculation.
- Groups that do not renew, or terminate mid-contract, will forfeit any gains.
- Groups that renew, but opt out of this arrangement cannot choose this funding option for three (3) years.

Employer Acceptance

I agree to the rates listed above, along with all rating assumptions and corresponding benefit designs listed on the Blueprint.

Signature: _____ Date: _____

Rate Renewal Calculation for CITY OF SANDPOINT

Plan: Regence BlueShield of Idaho Inc.
Group Id: 10003131
Renewal Period: January 1, 2025 to December 31, 2025
Experience Period: July 1, 2023 to June 30, 2024 , claims paid through August 31, 2024
Funding Arrangement: Retro 50/50

				Med/Vis/Rx	Prior Year Medical Total
Enrollment					
1. Current Subscribers				86	#NUM!
2. Current Members				200	#NUM!
3. Experience Period Employee Months				1,067	1,044
4. Experience Period Member Months				2,450	2,458
5. Experience Period Average Members per Employee				2.33	2.35
Claims					
6. Incurred Claims				$1,084,100	$662,568
7. Claim $ Exceeding Pooling Point of $125,000				($729)	($30,411)
8. Incurred but not Paid				$39,527	$0
9. Total Incurred Claims				$1,122,898	$632,157
10. Total Incurred Claims PMPM				**$458.33**	**$257.18**
Adjusted Incurred Claims					
11. Benefit Adjustment				($0.34)	($0.30)
12. Product Mix Adjustment				$1.59	$0.00
13. Age/Gender Adjustment				$4.50	$0.00
14. Adjusted Incurred Claims PMPM				$464.08	$256.88
Projected Claim Costs (PMPM)					
15. Months of Trend				18.0	30.0
16. Annual Trend				10.24%	9.73%
17. Applied Trend Factor				1.1574	1.2613
18. Trended Incurred Claims PMPM				$537.12	$324.00
19. Health Care Reform Mandate				$2.63	
20. Pool Charge @ $125,000				$68.46	
21. Total Adjusted Incurred Claims				$608.21	
22. Prior Year Claims Projection	Weighting	40%		$392.46	
23. Adjustment for Prior Year Blend				($86.30)	
24. Total Projected Credible Incurred Claims				$521.91	
25. Manual Claims	Weighting	30%		$532.85	
26. Adjustment for Credibility Blend				$3.28	
27. Total Projected Credible Claims				$525.19	
Projected Retention Costs (PMPM)					
28. Administration				$49.98	
29. Producer Commission	Percent	2.00%		$11.95	
30. Total Retention Cost				$61.93	
31. Projected Cost PMPM				$587.12	
32. **Increase Before Taxes/Fees**				**41.66%**	
State and Federal Taxes/Fees (PMPM)					
33. Immunization Assessment				$1.31	
34. Premium Tax	Percent/PEPM	1.50%		$8.97	
35. Patient Centered Outcome Tax				$0.27	
36. Total Government Taxes/Fees				$10.55	
37. Projected Cost with Taxes/Fees PMPM				$597.67	
38. Current Premium PMPM				$421.52	
39. **Rate Adjustment Needed with Taxes/Fees**				**41.79%**	
40. **Rate Adjustment Recommended**				**25.00%**	

Fully Insured - Retro 50/50

Effective January 1, 2025 to December 31, 2025

Group Name: CITY OF SANDPOINT
Group Number: 10003131
Account Executive: Sheryl Orton
Producer/Brokerage: TAYLOR, DANIEL W, TAYLOR INSURANCE INC

Renewal Assumptions and Conditions

1. All rates are guaranteed for the twelve month period beginning January 1, 2025 through December 31, 2025, except in the case of:
   * Government mandated benefit change;
   * New or revised government taxes;
   * An amendment of the benefit plan or contract;
   * A business reorganization (e.g., acquiring, merging or selling a portion of the business operation) resulting in a +/- 10% enrollment change; or
   * Any change in employer contribution, employee eligibility, or probationary period.
2. The census used in the rate calculation follows:
   Medical 86 Subscribers, 200 Members
3. Dependent eligibility must flow through the enrolled subscriber.
4. Effective January 1, 2014, Affordable Care Act (ACA) requires that probationary period does not exceed 90 days.
5. The Group maintains the current contribution schedule. Regence has the right to non-renew any group that does not meet the standard minimum employer contribution at time of renewal: 50% of the employee rate.
6. Regence has the right to non-renew any group that does not meet the standard minimum participation at the time of renewal: 75% of eligible employees or 50% of all employees, whichever is greater.
7. All rates released in this renewal assume Regence is the sole carrier for the Group's healthcare coverage.
8. Rates within this offer are based on at least 50% of the enrolled employees residing in the Regence and its affiliated service areas. "Affiliates service areas" refers to geographic areas served by Asuris Northwest Health, Regence BlueCross BlueShield of Oregon, Regence BlueShield of Idaho, Inc., Regence BlueCross BlueShield of Utah, and /or Regence BlueShield.
9. Rates include a flat 2.00% medical producer commission.
10. No member is allowed to opt off coverage in lieu of compensation.
11. The quoted rates assume that Regence will not be subject to the benefit or administrative mandates of any other state. In the event that a benefit or administrative mandate is applicable or imposed upon us, we reserve the right to immediately re-evaluate our underwriting position.
12. The rates assume a true employee/employer relationship and that Regence would be contracting with one legal entity. Prior to enrollment, proof may be required documenting that this group is one legal contracting entity.
13. Rates assume standard reporting. Any customized reporting required by the Producer/Group may result in additional fees.
14. Employer must disclose to Regence any policies that would offset the member's deductible and/or coinsurance. Regence reserves the right to adjust rates accordingly.
15. Minimum enrollment on any one option for dual option benefits is 15% of total enrollment.
16. If multiple options are implemented without a qualified HDHP, the high option rate can be no more than 15% higher than the low option rate.

Fully Insured - Retro 50/50

Effective January 1, 2025 to December 31, 2025

Group Name: CITY OF SANDPOINT
Group Number: 10003131
Account Executive: Sheryl Orton
Producer/Brokerage: TAYLOR, DANIEL W, TAYLOR INSURANCE INC

Renewal Assumptions and Conditions

17. If multiple options are implemented with a qualified HDHP, the high option rate can be no more than 30% higher than the HDHP rate.
18. Regence Underwriting guidelines apply.
19. Acceptance of this offer (with or without changes) is required no later than 15 days prior to the effective date. No retroactive changes are allowed. Our offer expires 30 days from the release date. The Group's master application must be completed, signed by the Group or group representative, and submitted to Underwriting for review no later than 15 days prior to the effective date of the contract. Failure to provide complete, signed paperwork in a timely manner will result in non-issuance of the contract.
20. Regence reserves the right to rerate if any of these assumptions are changed.
21. Effective September 23, 2010, the Patient Protection and Affordable Care Act prohibits employers from discriminating in favor of highly compensated individuals as set forth in Internal Revenue Code section 105(h) and implementing regulations. Regence is unable to determine whether a plan discriminates in a way that violates the new law because it does not have access to information such as corporate structure, employee salaries, stock ownership, length of service, percentage of premiums paid by the employer, etc. Because the new law imposes fines on employers with discriminatory plans, Regence recommends that employers obtain tax and/or legal advice to ensure they comply with nondiscrimination requirements.
22. SharePlan contract shall be from January 1, 2025 Through December 31, 2025
23. Group may receive up to 50% of eligible gains. Eligible gains are defined as Premium, less Completed Claims (Incurred Claims plus IBNR), less Retention.
24. Claims plus IBNR), less Retention.
25. Settlement shall occur in July, 2026 to allow for 6 months of claims run-out. IBNR will be included in the settlement calculation.
26. Groups that do not renew with Regence, or terminate mid-contract, will forfeit any gains.
27. Group must be over 65 enrolled employees to be eligible for this product.

EMPLOYER ACCEPTANCE

I acknowledge that this document includes all selected benefit options and rates associated with these benefits. Furthermore, I agree to the effective date of coverage, contingencies and assumptions listed in this document.

Authorized Signature: _____

Date: _____

Regence

Regence BlueShield of Idaho is an Independent Licensee of the Blue Cross and Blue Shield Association

SUMMARY OF CHANGES: Idaho Group 101+ Fully-Insured

This comparison summarizes the substantive revisions that will be made to products effective with the first renewal on or after January 1, 2025 (unless specifically noted otherwise). If there is any inconsistency between this Summary of Changes and the Booklet, Policy, Plan or Endorsement the terms of the Booklet, Policy, Plan or Endorsement will prevail.

- **Changes below are subject to change pending applicable regulatory rulemaking.**

FEDERAL MANDATED CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025	Mandate
2025 Federal Benefit and Payment Parameters - Non-HSA Out-of-Pocket Maximum (OOPM) Only applies to CareVia	**2024 Non-HSA maximum OOPM amount as mandated by the U.S Department of Health and Human Services (HHS)**: $9,450 Individual / $18,900 Family	**2025 Non-HSA maximum OOPM amount as mandated by the HHS**: $9,200 Individual / $18,400 Family	ACA regulations through the final NBPP federal rules (section 1302 (c)(4) of ACA).
2025 Internal Revenue Service (IRS) High Deductible Health Plan (HDHP) Deductible and Out-of-Pocket Maximum (OOPM) *Only Applies to HSA 2.0, HSA 3.0*	**2024 HSA Deductible and OOPM as mandated by the IRS**: Minimum Deductible: $1,600 Individual / $3,200 Family Maximum Out-of-Pocket Maximum: $8,050 Individual / $16,100 Family	**2025 HSA Deductible and OOPM as mandated by the IRS**: The IRS released the final guidance on updated Deductible and OOPM amounts on HSA plans. Cost share amounts updated to the following: Minimum Deductible: $1,650 Individual / $3,300 Family Maximum Out-of-Pocket Maximum: $8,300 Individual / $16,600 Family	Section 223 of the Internal Revenue Code
Dental Option General Anesthesia or IV Sedation	Covered services for General Anesthesia or IV Sedation were covered for members up to age seven.	Due to the final mandate rules, removed age limit for General Anesthesia or IV Sedation services. Services covered regardless of age.	Affordable Care Act's Section 1557 Nondiscrimination in Health Programs and Activities
Hearing Aids and Evaluations	For Classic, HSA 3.0, Preferred and Virtual Value products: One hearing device per ear, every calendar year, covered up to age 26. For Innova, Engage and HSA2.0 products: $4,000 limit for all covered services, every three calendar years, covered up to age 26.	Due to the final mandate rules, removed age limit for covered services.	Affordable Care Act's Section 1557 Nondiscrimination in Health Programs and Activities

SUMMARY OF CHANGES: Idaho Group 101+ Fully-Insured

FEDERAL MANDATED CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025	Mandate
Neurodevelopmental Therapy *Only applies to Classic, HSA 2.0, HSA 3.0, Innova, Preferred, Virtual Value*	Covered services for Neurodevelopmental Therapy were provided up to age 6, when the services restored or improved function for these members with a neurodevelopmental delay. For the purpose of this benefit, "neurodevelopmental delay" means a delay in normal development that is not related to any documented illness or injury. Covered services include only physical therapy, occupational therapy and speech therapy and maintenance services, if significant deterioration of the member's condition would result without the service. Members are not eligible for both the Rehabilitation Services benefit and this benefit for the same services for the same condition.	Due to the final mandate rules, removed age limit for Neurodevelopmental Therapy services. Services covered regardless of age.	Affordable Care Act's Section 1557 Nondiscrimination in Health Programs and Activities
Orthodontia Option	If the age limit option was elected, covered services provided for members up to age 26.	Due to the final mandate rules, removed age limit for Orthodontia services on optional benefit. Services covered regardless of age.	Affordable Care Act's Section 1557 Nondiscrimination in Health Programs and Activities

Regence

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SUMMARY OF CHANGES: Idaho Group 101+ Fully-Insured

STATE MANDATED CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025	Mandate
Forced Organ Harvesting Transplants	Benefit booklet language was silent.	Benefit booklet language updated to reflect this mandate that was effective July 1, 2024: Any organ or tissue which is procured outside the United States and any transplant procedure performed outside the United States are not covered. This reflects no change to our administration.	IDAHO HB670
Pharmacy: Contraceptives Six-month Dispensing	Six-month coverage of contraceptives was not mandated.	As mandated, the member may receive up to a six-month supply of prescription contraceptives at one dispensing from a Pharmacy, Home Delivery Supplier or Provider's office.	IDAHO SB 1234

BENEFIT, LANGUAGE AND ADMINISTRATIVE CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025
Balance Billing for Services Outside of the United States *Language Change only*	Balance billing from providers outside of the United States was not specifically addressed in the benefit booklet.	Benefit booklet updated to the following: Covered services received from providers outside the United States may not be subject to state or federal protections from surprise or balance billing, and therefore the member may be billed for balances beyond any Deductible, Copayment and/or Coinsurance. No benefit changes have been made.
BlueCard Language *Language Change only*	Healthcare services received outside of the geographic area are paid when seen by a Host Blue provider.	BlueCard language has been simplified and made clearer. No benefit changes have been made.
Complex Outpatient Imaging Only applies to CareVia	When Complex Outpatient Imaging services are received in an Ambulatory Surgical Center (ASC) setting, benefit booklet language was silent if coverage was under the ASC benefit or the Complex Outpatient Imaging benefit.	Benefit booklet language updated to indicate when Outpatient Complex Imaging services are received in an ASC setting, coverage is under the Outpatient Complex Imaging benefit, which includes an additional copay. Booklet language updated to: Radiology services may otherwise be covered in the Radiology and Laboratory Services benefit. No change to administration.

SUMMARY OF CHANGES: Idaho Group 101+ Fully-Insured

BENEFIT, LANGUAGE AND ADMINISTRATIVE CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025
Dental: Bridges, Crowns, Dentures, Inlays and Onlays	Frequency for services was every seven-years.	Frequency for services revised to every five-years.
Dental: Dental4Health (D4H)	Coverage for enhanced dental benefits if member has these certain medical diagnoses shown to affect oral health: Coronary Atherosclerosis / Coronary Artery Disease (CAD), Hypertensive Heart Disease, Diabetes, Pregnancy, Stroke, Head & Neck Cancers (including Oral Cancers), Sjogren's Syndrome, Chronic Obstructive Pulmonary Disease (COPD), End-Stage Renal Disease (ESRD), and Metabolic Syndrome (MetS).	Removed Coronary Atherosclerosis and Hypertensive Heart Disease conditions. Regardless of network, a combined total of up to four (4) cleanings / periodontal maintenance will be covered with the following cost shares applying for visits 1-4: **In-Network**: Covered at 0% member cost share but all cleanings / periodontal maintenance would not apply to annual maximum. **Out-of-Network**: Covered at the regular dental plan Coinsurance amount but all cleanings / periodontal maintenance would not apply to the annual maximum
Dental: Silver Diamine Fluoride (SDF)	Benefit was not available.	Covered at two services per tooth per calendar year. No age limitation. Silver Diamine Fluoride is a chemical used to arrest caries. By arresting them, dental providers may prevent complex treatments in children, people with intellectual/developmental disabilities and older adults.
Detoxification *Language Change only* *Only applies to Classic, HSA 2.0, HSA 3.0, Innova, Preferred, Virtual Value*	This separate benefit category was stated in the member benefit booklet, but administration was applied under the Mental Health and Substance Use Disorder (MHSUD) or Emergency Room benefit categories.	Removed this separate benefit category as benefits continue to be covered under the MHSUD or Emergency Room benefit categories. No benefit changes have been made.
Dialysis *Language Change only*	Dialysis services stated as covered in both inpatient and outpatient settings.	Removed specific reference to inpatient setting, as a member is not admitted for a Dialysis service alone. Services are covered while inpatient when admitted for another condition. No benefit changes have been made.

Regence

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SUMMARY OF CHANGES: Idaho Group 101+ Fully-Insured

BENEFIT, LANGUAGE AND ADMINISTRATIVE CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025
Durable Medical Equipment (DME) / Preventive Care for Chronic Conditions: Continuous Glucose Monitors (CGM)	Non-Therapeutic CGMs and supplies were not covered.	Non-Therapeutic CGMs and supplies are covered. **Non-HSA Eligible plans:** CGMs covered under DME. Regular plan cost shares apply. Also covered under Pharmacy benefits at the applicable tier level, if on the Drug List. **HSA Eligible plans**: CGMs covered under Preventive Care for Chronic Conditions. Deductible waived, Coinsurance applies. Also covered under Pharmacy benefits at the applicable tier level, if on the Drug List. Both plans: CGM supplies to be covered under DME and Pharmacy benefits at the applicable cost shares listed above.
Exclusions: Liposuction for the Treatment of Lipedema	Liposuction for the Treatment of Lipedema was not covered.	Treatment is now covered when medical policy criteria is met.
Exclusions: Subscription, Membership and Access-Related Fees *Language Change only*	Exclusion was not specifically stated.	Fees for accessing care, treatment, or advice are not covered, whether the access is for virtual or in-person care. Excluded fees include, but are not limited to: • concierge fees; • subscription fees; • membership fees; • retainer fees; • VIP or priority access fees; and • any other access-related fees. No benefit changes have been made.
Hinge Health - Joint, Spine and Muscle Program *Only applies to Classic, HSA 3.0, Preferred, Virtual Value*	Program was not available.	Added program. Hinge Health is a joint, spine and muscle Value-Added Services program designed to coach and educate members on their health conditions to improve lifestyles and reduce costs.
Internal Appeal Language	Response timing for Post-Service appeal was 30-days and for Pre-Service appeal for preauthorization the response timing was 15-days.	Response timing for Post-Service appeal has been changed from 30 to 35-days and for Pre-Service appeal for preauthorization the response timing changed from 15 to 35-days. Removed the following language, “When we receive an appeal request, we will send you a written acknowledgement.”

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SUMMARY OF CHANGES: Idaho Group 101+ Fully-Insured

BENEFIT, LANGUAGE AND ADMINISTRATIVE CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025
myStrength *Only applies to Classic, HSA 2.0, HSA 3.0, Innova, Preferred, Virtual Value*	myStrength is an interactive, digital health tool that delivers evidence-based, self-care behavioral health resources that offer health plan members self-management tools to improve mental health outcomes. This solution complements and enhances traditional behavioral health care.	Program name changed to Mental Health (Digital).
Pharmacy: Opioid Rescue Medication Value List	List was referred to as Naloxone Value List.	The reference to Naloxone Value List changed to Opioid Rescue Medication Value List as new opioid antagonists are coming into the market where naloxone is not the primary ingredient.
Pharmacy: Prescription Refill Synchronization	Language in benefit booklet was silent on prescription refill synchronization.	Booklet language updated to match our administration: Members receiving maintenance medications for chronic conditions may qualify for “refill synchronization” which allows refilling Prescription medications on the same day of the month.
VSP Vision: VSP LightCare *Only applies to Regence Choice*	Benefit was not available.	Encourages members without a prescription to visit their VSP doctor to receive an eye exam and use their vision benefit to receive a pair of non-prescription ready-made sunglasses or blue light filter glasses.

NONDISCRIMINATION NOTICE

Regence complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Regence does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Regence:
Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, and accessible electronic formats, other formats)

Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services listed above, please contact:

Medicare Customer Service
1-800-541-8981 (TTY: 711)

Customer Service for all other plans
1-888-344-6347 (TTY: 711)

If you believe that Regence has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our civil rights coordinator below:

Medicare Customer Service
Civil Rights Coordinator
MS: B32AG, PO Box 1827
Medford, OR 97501
1-866-749-0355, (TTY: 711)
Fax: 1-888-309-8784
medicareappeals@regence.com

Customer Service for all other plans
Civil Rights Coordinator
MS CS B32B, P.O. Box 1271
Portland, OR 97207-1271
1-888-344-6347, (TTY: 711)
CS@regence.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue SW,
Room 509F HHH Building
Washington, DC 20201

1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

Language assistance

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-344-6347 (TTY: 711).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-888-344-6347 (TTY: 711)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-888-344-6347 (TTY: 711).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-344-6347 (TTY: 711) 번으로 전화해 주십시오.

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-888-344-6347 (TTY: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-344-6347 (телетайп: 711).

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-888-344-6347 (ATS : 711)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-888-344-6347（TTY:711）まで、お電話にてご連絡ください。

Díí baa akó nínízin: Díí saad bee yáníłti'go **Diné Bizaad**, saad bee áká'ánída'áwo'dęę', t'áá jiik'eh, éí ná hóló, kojį' hódíílnih 1-888-344-6347 (TTY: 711.)

FAKATOKANGA'I: Kapau 'oku ke Lea-Fakatonga, ko e kau tokoni fakatonu lea 'oku nau fai atu ha tokoni ta'etotongi, pea te ke lava 'o ma'u ia. ha'o telefonimai mai ki he fika 1-888-344-6347 (TTY: 711)

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-888-344-6347 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 711)

ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតឈ្នួល គឺអាចមានសំរាប់បំរើអ្នក។ ចូរ ទូរស័ព្ទ 1-888-344-6347 (TTY: 711)។

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-888-344-6347 (TTY: 711) 'ਤੇ ਕਾਲ ਕਰੋ।

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Sprachdienstleistungen zur Verfügung. Rufnummer: 1-888-344-6347 (TTY: 711)

ማስታወሻ:- የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጀተዋል፤ በሚከተለው ቁጥር ይደውሉ 1-888-344-6347 (መስማት ለተሳናቸው:- 711)።

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-888-344-6347 (телетайп: 711)

ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस् 1-888-344-6347 (टिटिवाइ: 711

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-888-344-6347 (TTY: 711)

MAANDO: To a waawi [Adamawa], e woodi ballooji-ma to ekkitaaki wolde caahu. Noddu 1-888-344-6347 (TTY: 711)

โปรดทราบ: ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-888-344-6347 (TTY: 711)

ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັງຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທຣ 1-888-344-6347 (TTY: 711)

Afaan dubbattan Oroomiffaa tiif, tajaajila gargaarsa afaanii tola ni jira. 1-888-344-6347 (TTY: 711) tiin bilbilaa.

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-888-344-6347 (TTY: 711) تماس بگیرید.

ملحوظة: إذا كنت تتحدث فاذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-888-344-6347 (رقم هاتف الصم والبكم TTY: 711)

Delta Dental of Idaho Renewal

DELTA DENTAL

deltadentalid.com

August 2, 2024

Elsis Ellison
City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

Dear Elsis,

Thank you for your continued trust. The partnership between Delta Dental of Idaho and City of Sandpoint is a valuable tool in the improvement of the oral health—and therefore the overall health—of your employees.

We've completed our renewal analysis and have determined that the City of Sandpoint warrants no increase to the current $9.36 per employee per month Administration Rate for a one-year contract. Assuming no change in plan design, the rate for the contract period January 1, 2025, through December 31, 2025, will remain:

Administrative Rate: $9.36 per employee per month

Over the past 12 months, City of Sandpoint has enjoyed a savings of 34.6%, or $57,301, of the total amount of claims submitted, as a result of working with Delta Dental of Idaho. To learn about your contractual savings with Delta Dental of Idaho, please review the enclosed Cost Management Savings Report.

Besides great savings, Delta Dental of Idaho members also enjoy value-added programs such as:

- HOW®

  A healthy mouth is a vital part of your overall health, and Delta Dental of Idaho cares about yours. That's why we created Health *through* Oral Wellness® (HOW®). HOW is a unique, patient-centered program that adds additional preventive benefits to your dental plan based on the individual oral health needs of your members.

- Amplifon Hearing Health Care

  All Delta Dental of Idaho members have access to a high-quality affordable hearing program offered through Amplifon Hearing Health Care. The program includes discounts on hearing aids and services, including testing, virtual screenings, top brands, a nationwide provider network, and more.

DELTA DENTAL OF IDAHO
555 E. Parkcenter Boulevard
Boise, Idaho 83706

Telephone: (208) 489-3580
Fax: (208) 344-4649

- Jet Dental

  Delta Dental of Idaho has partnered with Jet Dental, a mobile, on-site dental service. Jet Dental brings the dentist to your workplace, so your employees don't have to take time off for an appointment – the appointment comes to them! We're not replacing dentists; we're providing better access to preventive services for our members!

As a reminder, per Section 11 of your contract, the renewal is automatic unless you notify Delta Dental of Idaho no less than 60 days prior to your renewal date, that you do not wish to renew your contract. If we have not received notification of termination by November 1, 2024, your contract will be renewed. Please note the renewal is for a 12-month contract. A month-to-month contract is not available.

Elsis, Delta Dental of Idaho values the relationship we have with City of Sandpoint, and we look forward to another great year of championing oral health. Your benefits consultant, Dan Taylor, and I are always available to answer your questions, or provide you with additional information.

Thank you again for your continued trust in Delta Dental of Idaho!

Sincerely,

Pete Schureman
Senior Account Manager

Enclosures:
Daniel Taylor – Taylor Insurance Inc.

DELTA DENTAL OF IDAHO
555 E. Parkcenter Boulevard
Boise, Idaho 83706

Telephone: (208) 489-3580
Fax: (208) 344-4649



City of Sandpoint

Renewal Presentation

August 2, 2024

We value the opportunity to be your dental carrier and look forward to providing your dental coverage for years to come. Please let us know how we may assist you with the renewal process.

Executive Summary *using a 12-month comparison*

Delta Dental is pleased to offer no renewal increase for a one-year contract.

A 34.6% savings of total claims submitted is realized as a result of Delta Dental's unique contracts with providers. These procedures are non-billable to your account.

There were 4.5% more employees covered under the dental plan.

There were 6.1% fewer claims and 10.1% fewer dollars paid in claims.

The cost-per-subscriber decreased 13.9% to $63.57.

Oral surgery and periodontia have the highest increase in utilization.

Account Summary

Benefit Differences from Standard Plan

- None

Eligibility Differences from Standard Plan

- None

Administration Rate

The Administration Rate includes:

- Claims Processing
- Coordination of Benefits Processing
- Explanation of Benefits (EOB) Statements to Subscribers
- Benefit Booklets
- ID Cards
- On-site technical assistance for online billing and eligibility reports
- 3% Commission

Reports

- Distribution of Fee Paid Report
- Experience Comparison Summary
- Cost Management Savings Report

Reports are available at deltadentalid.com

HEALTH *through* ORAL WELLNESS® (HOW®)

Our Health *through* Oral Wellness program (HOW) is a patient-centered program that adds additional benefits to a member's dental plan based on their individual oral health needs. By having a network dentist perform a simple risk assessment, high-risk patients may have access to additional benefits.

Some of the benefits that may be added for patients based on their risk score include:

- Additional cleanings
- Additional sealants
- Fluoride
- Periodontal maintenance
- Oral hygiene instruction, nutritional counseling, and tobacco cessation counseling

Learn more at https://www.deltadentalid.com/how/

MOBILE, ON-SITE DENTAL SERVICES

Delta Dental of Idaho has partnered with Jet Dental, a mobile, on-site dental service. Jet Dental brings the dentist to you, so your employees don't have to take time off for an appointment—the appointment comes to them! We're not replacing dentists, we're providing better access to preventive services for our members!

Learn more at https://www.jetdental.com/how-it-works

DELTA DENTAL VIRTUAL VISITS - TELEDENTISTRY

Dental emergencies happen, and not always during office hours. We've partnered with Teledentistry.com to ensure members are covered when needed. Instead of waiting for hours and spending hundreds of dollars at an ER, Teledentistry.com provides members with an immediate virtual consultation.

Learn more at https://teledentistry.com/delta-dental-idaho/

amplifon Hearing Health Care

AMPLIFON DISCOUNT HEARING PROGRAM

Delta Dental of Idaho has partnered with Amplifon Hearing Health Care to provide our members with discounts on hearing services. The program includes discounts on hearing aids and related services, hearing tests, virtual screenings, personalized coaching, a 60-day trial period, access to the industry's top brands, a nationwide provider network, and more. Call 888-601-8593 and an Amplifon patient care advocate will assist you in finding a hearing healthcare provider near you.

Learn more at https://www.deltadentalid.com/amplifon-hearing-discount
This is a value-added service and is not insurance.



KEEP YOUR GRIN UP

The Delta Dental of Idaho blog covers the importance of a healthy smile. Topics include preventive care, the latest oral health research, guidance on understanding your dental benefits, and more.

Learn more at https://blog.deltadentalid.com/



THE DELTA DENTAL MOBILE APP

Members can search for dentists, look up their benefits, estimate costs, and access their virtual ID card on our free mobile app. It even has a handy toothbrush timer to help maintain a healthy brushing routine.

Delta Dental of Idaho

Experience Comparison Summary

By Subscriber

All Providers

For Sub-groups: ALL

City of Sandpoint

Delta Dental Group No. 0764

For Period: 07-2022 to 06-2023

07-2023 to 06-2024

Month	Subscribers			Administrative Income			NO. Claims			Paid Claims			Cost/Claim			Cost/Subscriber		
	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.
Jul	81	86	6.2%	$721.71	$781.74	8.3%	23	48	108.7%	$5,472.00	$6,684.30	22.2%	$237.91	$139.26	-41.5%	$67.56	$77.72	15.1%
Aug	82	86	4.9%	$730.62	$781.74	7.0%	49	38	-22.4%	$7,973.20	$6,782.90	-14.9%	$162.72	$178.50	9.7%	$97.23	$78.87	-18.9%
Sep	84	86	2.4%	$748.44	$781.74	4.4%	31	32	3.2%	$5,394.30	$9,374.30	73.8%	$174.01	$292.95	68.4%	$64.22	$109.00	69.7%
Oct	84	87	3.6%	$748.44	$790.83	5.7%	36	23	-36.1%	$5,382.40	$3,142.90	-41.6%	$149.51	$136.65	-8.6%	$64.08	$36.13	-43.6%
Nov	85	88	3.5%	$757.35	$799.92	5.6%	38	26	-31.6%	$8,207.70	$3,961.20	-51.7%	$215.99	$152.35	-29.5%	$96.56	$45.01	-53.4%
Dec	83	89	7.2%	$739.53	$809.01	9.4%	38	31	-18.4%	$7,773.80	$4,593.70	-40.9%	$204.57	$148.18	-27.6%	$93.66	$51.61	-44.9%
Jan	83	87	4.8%	$754.47	$814.32	7.9%	37	37	0.0%	$8,591.90	$4,427.60	-48.5%	$232.21	$119.66	-48.5%	$103.52	$50.89	-50.8%
Feb	83	85	2.4%	$754.47	$795.60	5.5%	20	28	40.0%	$2,374.30	$4,747.60	100.0%	$118.72	$169.56	42.8%	$28.61	$55.85	95.3%
Mar	85	90	5.9%	$772.65	$842.40	9.0%	43	20	-53.5%	$8,321.00	$3,964.80	-52.4%	$193.51	$198.24	2.4%	$97.89	$44.05	-55.0%
Apr	86	88	2.3%	$781.74	$814.32	4.2%	31	44	41.9%	$4,573.60	$7,703.20	68.4%	$147.54	$175.07	18.7%	$53.18	$87.54	64.6%
May	86	91	5.8%	$772.65	$851.76	10.2%	52	35	-32.7%	$7,614.00	$4,567.81	-40.0%	$146.42	$130.51	-10.9%	$88.53	$50.20	-43.3%
Jun	87	91	4.6%	$790.83	$851.76	7.7%	25	35	40.0%	$2,826.50	$7,057.40	149.7%	$113.06	$201.64	78.3%	$32.49	$77.55	138.7%
Total:	1,009	1,054	4.5%	$9,072.90	$9,715.14	7.1%	423	397	-6.1%	$74,504.70	$67,007.71	-10.1%	$176.13	$168.79	-4.2%	$73.84	$63.57	-13.9%

DELTA DENTAL®

deltadentalid.com

Delta Dental of Idaho

Distribution of Fee Paid Report

Group Contract Comparison

All Providers

Group Name : City of Sandpoint

Group Number: 0764

For the period: JULY 2022 to JUNE 2023

Against the period: JULY 2023 to JUNE 2024

Class	Service Types	Plan %	Times Done	JUL 2022 - JUN 2023 Paid	% of Total	Times Done	JUL 2023 - JUN 2024 Paid	% of Total	Difference JUL 2022 - JUN 2024 Paid	% Difference JUL 2022 - JUN 2024
I	DIAGNOSTIC SERVICES		501	$19,926.00	25.2%	532	$20,262.31	28.5%	$336.31	1.7%
I	PREVENTIVE SERVICES		327	$19,129.00	24.2%	319	$17,070.00	24.0%	-$2,059.00	-10.8%
II	ANESTHESIA		17	$1,396.40	1.8%	26	$1,318.40	1.9%	-$78.00	-5.6%
II	ENDODONTIC SERVICES		11	$2,075.40	2.6%	19	$2,993.20	4.2%	$917.80	44.2%
II	GENERAL ADJUNCTIVE SERVICES		10	$106.80	0.1%	7	$0.00	0.0%	-$106.80	-100.0%
II	IMPACTED THIRD MOLARS		24	$5,929.60	7.5%	6	$1,411.20	2.0%	-$4,518.40	-76.2%
II	INLAYS		0	$0.00	0.0%	0	$0.00	0.0%	$0.00	-
II	ORAL SURGERY		6	$579.90	0.7%	20	$2,345.20	3.3%	$1,765.30	304.4%
II	PERIODONTIA SERVICES		63	$4,232.20	5.4%	59	$5,432.70	7.6%	$1,200.50	28.4%
II	RESTORATIVE SERVICES		117	$11,668.40	14.8%	79	$9,183.60	12.9%	-$2,484.80	-21.3%
III	BRIDGES		6	$2,132.70	2.7%	0	$0.00	0.0%	-$2,132.70	-100.0%
III	CROWN		34	$8,964.90	11.3%	31	$7,888.50	11.1%	-$1,076.40	-12.0%
III	DENTURES & PARTIALS		0	$0.00	0.0%	1	$0.00	0.0%	$0.00	-
III	IMPLANTS		2	$312.50	0.4%	0	$0.00	0.0%	-$312.50	-100.0%
III	MISC PROSTHESIS		2	$294.00	0.4%	1	$0.00	0.0%	-$294.00	-100.0%
III	ONLAYS		0	$0.00	0.0%	0	$0.00	0.0%	$0.00	-
IV	ORTHODONTIA SERVICES		25	$2,270.00	2.9%	20	$3,115.00	4.4%	$845.00	37.2%
Total Paid Claims:				$79,017.80			$71,020.11		-$7,997.69	-10.1%
Total COB Payments:				$4,513.10			$4,012.40		-$500.70	-11.1%
Total Delta Paid Amounts:				$74,504.70			$67,007.71		-$7,496.99	-10.1%

Delta Dental of Idaho

Cost Management Savings Report

Your savings from the Delta Dental Difference and additional cost containment efforts

July 01, 2023 - June 30, 2024

City of Sandpoint - 0764

	Total Claims Submitted		PPO Claims Submitted		Premier Claims Submitted		Out of Network Claims	
	Dollar Amount	Percentage	Dollar Amount	Percentage	Dollar Amount	Percentage	Dollar Amount	Percentage
Billed Charges	$ 165,819		$ 135,901		$ 16,831		$ 13,087	
Paid Claims	$ 67,008	40.4%	$ 54,545	40.1%	$ 7,918	47.0%	$ 4,545	34.7%
Cost Management Savings (See detail below)	$ 57,301	34.6%	$ 47,964	35.3%	$ 4,815	28.6%	$ 4,522	34.6%
Plan Design Savings (See detail below)	41,510	25.0%	33,393	24.6%	4,098	24.3%	4,020	30.7%
Total Savings	**$ 98,811**	**59.6%**	**$ 81,356**	**59.9%**	**$ 8,913**	**53.0%**	**$ 8,542**	**65.3%**
Total Subscriber Count	91							
Average Savings per Subscriber	$ 1,086		$		$		$	
Claim Usage by Network	403	100.0%	321	79.7%	40	9.9%	42	10.4%
Member usage by network	168	100.0%	137	81.5%	17	10.1%	14	8.3%
Cost Management Savings								
Fee Savings	$ 42,331	25.5%	$ 35,689	26.3%	$ 3,719	22.1%	$ 2,923	22.3%
Eligibility Verification	2,131	1.3%	2,131	1.6%	0		0	
Coordination of Benefits	4,012	2.4%	3,374	2.5%	350	2.1%	288	2.2%
Non-Billable Procedures	8,827	5.3%	6,770	5.0%	746	4.4%	1,311	10.0%
Total Cost Management Savings	$ 57,301	34.6%	$ 47,964	35.3%	$ 4,815	28.6%	$ 4,522	34.6%
Plan Design Savings								
Non-Covered Procedures	$ 22,421	13.5%	$ 19,408	14.3%	$ 2,233	13.3%	$ 780	6.0%
Not Fully Covered Procedures	0		0		0		0	
Deductible Savings	1,450	0.9%	1,200	0.9%	200	1.2%	50	0.4%
Coinsurance Savings	15,312	9.2%	10,457	7.7%	1,665	9.9%	3,190	24.4%
Plan Maximum Savings	2,328	1.4%	2,328	1.7%	0		0	
Total Plan Design Savings	$ 41,510	25.0%	$ 33,393	24.6%	$ 4,098	24.3%	$ 4,020	30.7%
Total Savings	**$ 98,811**	**59.6%**	**$ 81,356**	**59.9%**	**$ 8,913**	**53.0%**	**$ 8,542**	**65.3%**

Plans & Rates

	Current	
	PPO	Premier
Preventive & Diagnostic Services	100%	100%
Basic Services	80%	80%
Major Services	50%	50%
Deductible	$25	$25
Family Maximum Deductible	$75	$75
Annual Maximum Benefit	$1,250	$1,250
Maximum Rollover Benefit	$3,050	$3,050
Annual Threshold Amount	$600	$600
Annual Rollover Amount	$300	$300
Child Orthodontia	50%	50%
Orthodontia Lifetime Maximum	$1,500	$1,500

	Current Rates	Renewal Rates
Administrative Rate *(Per Employee Per Month)*	$9.36	$9.36

Renewal: Assumes no plan design changes with no renewal increase to the current $9.36 PEPM Administration Rate for a one-year contract.

BPA for EAP Option

Plan Guide & Proposal

Employee Assistance Program



BPA HEALTH

Prepared For:

City of Sandpoint
Taylor Insurance
Autumn Porter
autumn@taylorinsurancesandpoint.com

Prepared By:

Annie Reeder
(208) 991-7934
annie.reeder@bpahealth.com



Why an Employee Assistance Program?

An Employee Assistance Program (EAP) is an investment in your team's well-being beyond physical health. It offers easy access to essential support in navigating individual and family mental health and total well-being. An EAP fosters a positive workplace environment, builds a stronger and more engaged workforce, and ultimately boosts overall business performance.

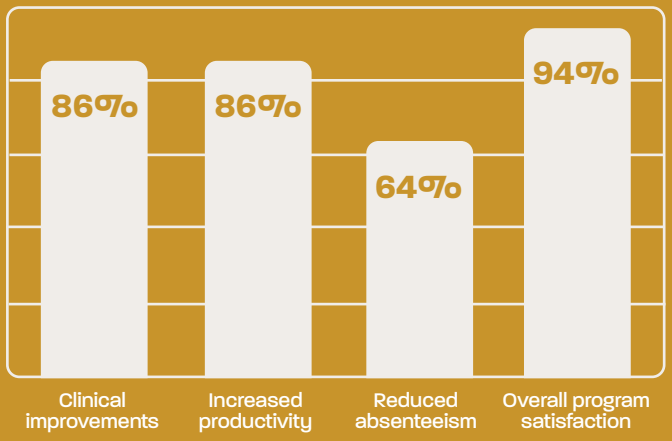
Enhance employee well-being

Improve employee productivity

Build positive workplace culture

Employee Assistance Programs continuously prove their effectiveness, from average cost savings to reduced absenteeism.

Source: EAPA Employee Benefit News (2/2021)



BPA HEALTH

The BPA Health Difference

Founded on the principles of compassion, trust, and stewardship, BPA Health has pioneered the mental and behavioral health space in Idaho and the Northwest for over 40 years. What first began as a single program to help local families get accessible care is now a leading behavioral health organization. We are dedicated to partnering with you to provide solution-focused support, helping employees get the resources they need to live happier, healthier lives.



BPA HEALTH

Superior Network

Our superior network of more than 36,000 high-quality in-person and virtual therapists with verified availability offer a range of specialties, broad cultural backgrounds, diversity and language capabilities. Whether face-to-face or over video, text, or chat, your employees get ease of access to confidential mental and behavioral health support.

Exceptional Service

It's plain and simple: we are real people who give real help in real-time. We know that people want access in various ways, so we provide live answer and tech-enabled services to make it easy. We're here to elevate your employees' well-being and in turn, support your organizational success. Our expert and caring Service Navigators help your employees get matched and connected with the support they need when and where they need it – including follow-up check-ins and access to a crisis counselor 24/7.

Proven Partner

We believe collaborative partnership is how great things happen. As your trusted partner, we're big enough to deliver a superior program and small enough to be agile and highly responsive to your requests. With us you get a best-in-class account team including access to tools and organizational trainings that boost engagement and ultimately feed your success.

What our customers are saying...

"My experience with BPA Health has been wonderful. The staff who I called to start my counseling services were amazing. I was in a sensitive state, and their kindness and compassion were just what I needed!"

"I appreciated talking to a person and not having to go through a series of automated prompts. Genius on your part, real human connection. I also loved the calm, personable, and professional voice on the other end, gently guiding me through this process."

"Quick and informative. It was a good experience to speak to another human."

BPA HEALTH

Program Benefits

Employer

DEDICATED ACCOUNT TEAM

You will have a responsive and collaborative account team to help you promote the program and troubleshoot issues, should they arise. Your team works with you to increase employee engagement, improve employee well-being, and support your management. You have a solid partner you can rely on to make your program a success.

MONTHLY ORGANIZATIONAL TRAININGS

From Specialized trainings for managers to monthly *Understanding Your EAP Benefit* trainings and life skill webinars such as parenting and stress management for employees, BPA Health offers up to three free online training classes each month.

CRITICAL INCIDENT RESPONSE (CIR)

From a catastrophic event such as a fire or flood to on-site accidents or the death of an employee, our CIR service provides an on-site counselor within 72 hours of the event to provide transition and coping skills to your team.

MANDATORY MANAGEMENT REFERRALS

Employees sometimes need intervention to maintain their employment. BPA Health offers Mandatory Management Referrals for counseling and will walk that employee through the process, providing progress reports throughout.

ENGAGEMENT AND UTILIZATION REPORTING

We want your employees to engage in the program. While maintaining employee anonymity we track their activity to help you understand how they're engaging. Utilization reports detail everything from inbound calls, counseling requests, sessions started, presenting issues, modalities engaged, to training attended and more.

PROMOTIONAL MATERIALS AND MONTHLY COMMUNICATION

It takes good communication to achieve success. We offer a wide range of materials to assist you in promoting your EAP, including posters, wallet cards, flyers, a customized website log-in page, monthly tips, and training.

Employee

CONFIDENTIAL COUNSELING SESSIONS WITH HIGH-QUALITY LICENSED THERAPISTS

We offer a variety of plans ranging from 3 to 10 sessions per incident per year. Our therapists provide confidential support to individuals and their immediate families. Through our partnership with BetterHelp, sessions are available across various modalities, including in-person, phone, video, text, and chat. Employees have access to a network of over 36,000 providers who have diverse specialties, cultural backgrounds, and language proficiencies. Our provider credentialing adheres to strict NCQA guidelines, and we monitor national databases to ensure providers are actively licensed, certified, and in good standing. Our superior network ensures accessible and diverse mental health care options for those seeking professional assistance.

PROFESSIONAL SERVICE NAVIGATION ASSISTANCE AND 24/7 CRISIS HOTLINE

Our Service Navigators are committed to serving as a dedicated guide and single point of contact for employees in times of need. From locating an available provider to accessing the right resources or follow-up outreach, our caring staff answers calls, texts, or chats live Monday through Friday, with a 24/7 crisis hotline available for immediate support.

LEGAL ASSISTANCE

Life events such as auto accidents, medical issues, divorce, or child custody matters may require legal advice, and our service ensures employees can consult an attorney. They have access to a free 30-minute legal consultation per incident per year that does not count towards EAP counseling sessions. Should there be a need to retain an attorney, legal fee discounts are available. We also offer a large selection of free digital forms available for download, including Quicken Will Maker.

FINANCIAL CONSULTATIONS

Employees can access on-demand financial consultations Monday through Friday during regular business hours for inquiries about debt reduction, 401K options, W-2 withholdings, mortgage refinancing, and more. Free financial calculators for how to estimate home or car affordability to helping to reduce debt accumulation are also included.

SAVINGS CENTER

Perks at Work, a nationwide savings network, is offered at no cost to your employees. A simple registration gives them access to significant discounts on a wide range of items, including local movie tickets, events, travel, electronics, household items, food services and more.

RESOURCE LOCATOR

The resource locator assists employees in finding agencies and information to support various needs, including eldercare, pet sitting, childcare, education, fertility, and more in their local area.

MONTHLY NEWSLETTER AND TRAININGS

Employees can opt-in to receive a monthly e-newsletter or webinar featuring available benefit services and other valuable life tips and resources.



Summary of Benefits

Employer

- Peace of mind knowing your team is receiving professional & caring support
- Dedicated account team
- Unlimited Critical Incident Response (CIR) services
- Unlimited Mandatory Management Referral services
- Engagement and utilization reports and consults
- Monthly organizational trainings
- Promotional materials & monthly e-tips

Employee

- Confidential counseling sessions and referrals
- Easy access to 36,000+ licensed therapists
- In-person, virtual, night, and weekend availability
- Live answer Service Navigators and crisis clinicians
- Coverage for immediate family members
- Health & well-being educational resources
- Resource locator assistance
- Legal assistance
- Unlimited financial consultations
- Savings center
- Monthly live training sessions and tips
- 24/7 Crisis Hotline

Employee Assistance Program
Preferred Partner Proposal

City of Sandpoint

PROPOSAL DATE	EFFECTIVE DATE	CONTRACT LENGTH
September 26, 2024	January 1, 2025	12 months

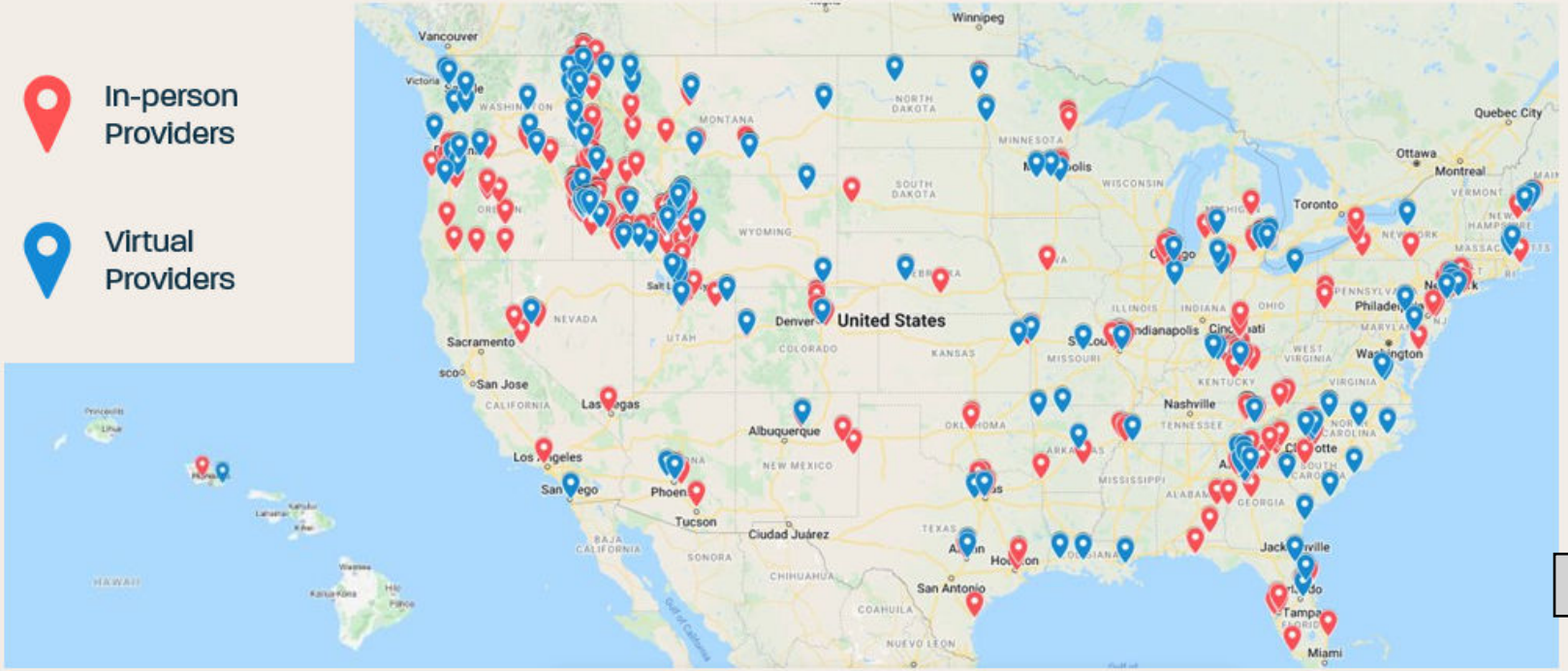
PRICING	
Four (4) sessions per incident per benefit year	**$2.05 PEPM**
Five (5) sessions per incident per benefit year	**$2.20 PEPM**
Six (6) sessions per incident per benefit year	**$2.43 PEPM**

Thank you for the opportunity to share the BPA Health difference with you.

Our Coverage

In-person Providers

Virtual Providers



BPA HEALTH

bpahealth.com

Questions / Action Items





City of Sandpoint

Renewal Effective Date: January 1, 2025

Daniel Taylor / Taylor Insurance

Fully Insured Retrospective Renewal

Group Name: City of Sandpoint
Group ID: 10003131
Sales Representative: Sheryl Orton
Producer/Agency: Daniel Taylor / Taylor Insurance

Effective January 1, 2025

Medical

	Plan 1 Current	Plan 2 Current	Plan 3 Current
Plan Type	Classic	HSA 3.0	Classic
Network	Preferred	Preferred	Preferred
Deductible	$1,500	$3,300	$500
Max OOP	$7,150	$5,000	$5,000
Coinsurance	70%	80%	70%
Primary Copay	$30	N/A	$30
Specialist Copay	$0	N/A	$0

Pharmacy

Deductible	$0	Shared w/ Medical	$0
Tier 1	$10	20%	$5
Tier 2	$40	20%	$35
Tier 3	$75	20%	$60
Tier 4	$100	N/A	N/A
Tier 5	N/A	N/A	N/A
Tier 6	N/A	N/A	N/A

Programs

Program(s) Included: None

Enrollment

Employee	39	22	28
Spouse	22	7	14
One Child	6	3	5
Multiple Children	13	5	4
	0	0	0

Renewal Rates

Employee	$659.40	$582.10	$722.90
Spouse	$750.10	$662.60	$822.10
One Child	$314.60	$278.00	$344.90
Multiple Children	$499.00	$440.80	$546.90

Selected Plans

☐ ☐ ☐

Renewal Increase: 24.81% Estimated Retention: $171.35 PEPM

- Group will receive 50% of eligible gains.
- Eligible gains are defined as Premium, less Completed Claims (Incurred Claims plus IBNR) less Retention.
- Retention is defined as Administration Fees, Commission, Taxes and Mandated Fees, and any Ancillary Service Fees as selected.
- Settlement shall occur in the seventh (7th) month after the final date of the contract to allow for six (6) months of runout. IBNR will be included in the settlement calculation.
- Groups that do not renew, or terminate mid-contract, will forfeit any gains.
- Groups that renew, but opt out of this arrangement cannot choose this funding option for three (3) years.

Employer Acceptance

I agree to the rates listed above, along with all rating assumptions and corresponding benefit designs listed on the Blueprint.

Signature: _____ Date: _____

Rate Renewal Calculation for CITY OF SANDPOINT

Plan: Regence BlueShield of Idaho Inc.
Group Id: 10003131
Renewal Period: January 1, 2025 to December 31, 2025
Experience Period: July 1, 2023 to June 30, 2024 , claims paid through August 31, 2024
Funding Arrangement: Retro 50/50

				Med/Vis/Rx	Prior Year Medical Total
Enrollment					
1. Current Subscribers				86	#NUM!
2. Current Members				200	#NUM!
3. Experience Period Employee Months				1,067	1,044
4. Experience Period Member Months				2,450	2,458
5. Experience Period Average Members per Employee				2.33	2.35
Claims					
6. Incurred Claims				$1,084,100	$662,568
7. Claim $ Exceeding Pooling Point of $125,000				($729)	($30,411)
8. Incurred but not Paid				$39,527	$0
9. Total Incurred Claims				$1,122,898	$632,157
10. Total Incurred Claims PMPM				**$458.33**	**$257.18**
Adjusted Incurred Claims					
11. Benefit Adjustment				($0.34)	($0.30)
12. Product Mix Adjustment				$1.59	$0.00
13. Age/Gender Adjustment				$4.50	$0.00
14. Adjusted Incurred Claims PMPM				$464.08	$256.88
Projected Claim Costs (PMPM)					
15. Months of Trend				18.0	30.0
16. Annual Trend				10.24%	9.73%
17. Applied Trend Factor				1.1574	1.2613
18. Trended Incurred Claims PMPM				$537.12	$324.00
19. Health Care Reform Mandate				$2.63	
20. Pool Charge @ $125,000				$68.46	
21. Total Adjusted Incurred Claims				$608.21	
22. Prior Year Claims Projection	Weighting	40%		$392.46	
23. Adjustment for Prior Year Blend				($86.30)	
24. Total Projected Credible Incurred Claims				$521.91	
25. Manual Claims	Weighting	30%		$532.85	
26. Adjustment for Credibility Blend				$3.28	
27. Total Projected Credible Claims				$525.19	
Projected Retention Costs (PMPM)					
28. Administration				$49.98	
29. Producer Commission	Percent	2.00%		$11.95	
30. Total Retention Cost				$61.93	
31. Projected Cost PMPM				$587.12	
32. **Increase Before Taxes/Fees**				**41.66%**	
State and Federal Taxes/Fees (PMPM)					
33. Immunization Assessment				$1.31	
34. Premium Tax	Percent/PEPM	1.50%		$8.97	
35. Patient Centered Outcome Tax				$0.27	
36. Total Government Taxes/Fees				$10.55	
37. Projected Cost with Taxes/Fees PMPM				$597.67	
38. Current Premium PMPM				$421.52	
39. **Rate Adjustment Needed with Taxes/Fees**				**41.79%**	
40. **Rate Adjustment Recommended**				**25.00%**	

Fully Insured - Retro 50/50

Effective January 1, 2025 to December 31, 2025

Group Name: CITY OF SANDPOINT
Group Number: 10003131
Account Executive: Sheryl Orton
Producer/Brokerage: TAYLOR, DANIEL W, TAYLOR INSURANCE INC

Renewal Assumptions and Conditions

1. All rates are guaranteed for the twelve month period beginning January 1, 2025 through December 31, 2025, except in the case of:
   * Government mandated benefit change;
   * New or revised government taxes;
   * An amendment of the benefit plan or contract;
   * A business reorganization (e.g., acquiring, merging or selling a portion of the business operation) resulting in a +/- 10% enrollment change; or
   * Any change in employer contribution, employee eligibility, or probationary period.
2. The census used in the rate calculation follows:
   Medical 86 Subscribers, 200 Members
3. Dependent eligibility must flow through the enrolled subscriber.
4. Effective January 1, 2014, Affordable Care Act (ACA) requires that probationary period does not exceed 90 days.
5. The Group maintains the current contribution schedule. Regence has the right to non-renew any group that does not meet the standard minimum employer contribution at time of renewal: 50% of the employee rate.
6. Regence has the right to non-renew any group that does not meet the standard minimum participation at the time of renewal: 75% of eligible employees or 50% of all employees, whichever is greater.
7. All rates released in this renewal assume Regence is the sole carrier for the Group's healthcare coverage.
8. Rates within this offer are based on at least 50% of the enrolled employees residing in the Regence and its affiliated service areas. "Affiliates service areas" refers to geographic areas served by Asuris Northwest Health, Regence BlueCross BlueShield of Oregon, Regence BlueShield of Idaho, Inc., Regence BlueCross BlueShield of Utah, and /or Regence BlueShield.
9. Rates include a flat 2.00% medical producer commission.
10. No member is allowed to opt off coverage in lieu of compensation.
11. The quoted rates assume that Regence will not be subject to the benefit or administrative mandates of any other state. In the event that a benefit or administrative mandate is applicable or imposed upon us, we reserve the right to immediately re-evaluate our underwriting position.
12. The rates assume a true employee/employer relationship and that Regence would be contracting with one legal entity. Prior to enrollment, proof may be required documenting that this group is one legal contracting entity.
13. Rates assume standard reporting. Any customized reporting required by the Producer/Group may result in additional fees.
14. Employer must disclose to Regence any policies that would offset the member's deductible and/or coinsurance. Regence reserves the right to adjust rates accordingly.
15. Minimum enrollment on any one option for dual option benefits is 15% of total enrollment.
16. If multiple options are implemented without a qualified HDHP, the high option rate can be no more than 15% higher than the low option rate.

Fully Insured - Retro 50/50

Effective January 1, 2025 to December 31, 2025

Group Name: CITY OF SANDPOINT
Group Number: 10003131
Account Executive: Sheryl Orton
Producer/Brokerage: TAYLOR, DANIEL W, TAYLOR INSURANCE INC

Renewal Assumptions and Conditions

17. If multiple options are implemented with a qualified HDHP, the high option rate can be no more than 30% higher than the HDHP rate.
18. Regence Underwriting guidelines apply.
19. Acceptance of this offer (with or without changes) is required no later than 15 days prior to the effective date. No retroactive changes are allowed. Our offer expires 30 days from the release date. The Group's master application must be completed, signed by the Group or group representative, and submitted to Underwriting for review no later than 15 days prior to the effective date of the contract. Failure to provide complete, signed paperwork in a timely manner will result in non-issuance of the contract.
20. Regence reserves the right to rerate if any of these assumptions are changed.
21. Effective September 23, 2010, the Patient Protection and Affordable Care Act prohibits employers from discriminating in favor of highly compensated individuals as set forth in Internal Revenue Code section 105(h) and implementing regulations. Regence is unable to determine whether a plan discriminates in a way that violates the new law because it does not have access to information such as corporate structure, employee salaries, stock ownership, length of service, percentage of premiums paid by the employer, etc. Because the new law imposes fines on employers with discriminatory plans, Regence recommends that employers obtain tax and/or legal advice to ensure they comply with nondiscrimination requirements.
22. SharePlan contract shall be from January 1, 2025 Through December 31, 2025
23. Group may receive up to 50% of eligible gains. Eligible gains are defined as Premium, less Completed Claims (Incurred Claims plus IBNR), less Retention.
24. Claims plus IBNR), less Retention.
25. Settlement shall occur in July, 2026 to allow for 6 months of claims run-out. IBNR will be included in the settlement calculation.
26. Groups that do not renew with Regence, or terminate mid-contract, will forfeit any gains.
27. Group must be over 65 enrolled employees to be eligible for this product.

EMPLOYER ACCEPTANCE

I acknowledge that this document includes all selected benefit options and rates associated with these benefits. Furthermore, I agree to the effective date of coverage, contingencies and assumptions listed in this document.

Authorized Signature: _____

Date: _____

DELTA DENTAL

deltadentalid.com

August 2, 2024

Elsis Ellison
City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

Dear Elsis,

Thank you for your continued trust. The partnership between Delta Dental of Idaho and City of Sandpoint is a valuable tool in the improvement of the oral health—and therefore the overall health—of your employees.

We've completed our renewal analysis and have determined that the City of Sandpoint warrants no increase to the current $9.36 per employee per month Administration Rate for a one-year contract. Assuming no change in plan design, the rate for the contract period January 1, 2025, through December 31, 2025, will remain:

Administrative Rate: $9.36 per employee per month

Over the past 12 months, City of Sandpoint has enjoyed a savings of 34.6%, or $57,301, of the total amount of claims submitted, as a result of working with Delta Dental of Idaho. To learn about your contractual savings with Delta Dental of Idaho, please review the enclosed Cost Management Savings Report.

Besides great savings, Delta Dental of Idaho members also enjoy value-added programs such as:

- HOW®

  A healthy mouth is a vital part of your overall health, and Delta Dental of Idaho cares about yours. That's why we created Health *through* Oral Wellness® (HOW®). HOW is a unique, patient-centered program that adds additional preventive benefits to your dental plan based on the individual oral health needs of your members.

- Amplifon Hearing Health Care

  All Delta Dental of Idaho members have access to a high-quality affordable hearing program offered through Amplifon Hearing Health Care. The program includes discounts on hearing aids and services, including testing, virtual screenings, top brands, a nationwide provider network, and more.

DELTA DENTAL OF IDAHO
555 E. Parkcenter Boulevard
Boise, Idaho 83706

Telephone: (208) 489-3580
Fax: (208) 344-4649

- Jet Dental

  Delta Dental of Idaho has partnered with Jet Dental, a mobile, on-site dental service. Jet Dental brings the dentist to your workplace, so your employees don't have to take time off for an appointment – the appointment comes to them! We're not replacing dentists; we're providing better access to preventive services for our members!

As a reminder, per Section 11 of your contract, the renewal is automatic unless you notify Delta Dental of Idaho no less than 60 days prior to your renewal date, that you do not wish to renew your contract. If we have not received notification of termination by November 1, 2024, your contract will be renewed. Please note the renewal is for a 12-month contract. A month-to-month contract is not available.

Elsis, Delta Dental of Idaho values the relationship we have with City of Sandpoint, and we look forward to another great year of championing oral health. Your benefits consultant, Dan Taylor, and I are always available to answer your questions, or provide you with additional information.

Thank you again for your continued trust in Delta Dental of Idaho!

Sincerely,

Pete Schureman
Senior Account Manager

Enclosures:
Daniel Taylor – Taylor Insurance Inc.

DELTA DENTAL OF IDAHO
555 E. Parkcenter Boulevard
Boise, Idaho 83706

Telephone: (208) 489-3580
Fax: (208) 344-4649



City of Sandpoint

Renewal Presentation

August 2, 2024

We value the opportunity to be your dental carrier and look forward to providing your dental coverage for years to come. Please let us know how we may assist you with the renewal process.

Executive Summary *using a 12-month comparison*

Delta Dental is pleased to offer no renewal increase for a one-year contract.

A 34.6% savings of total claims submitted is realized as a result of Delta Dental's unique contracts with providers. These procedures are non-billable to your account.

There were 4.5% more employees covered under the dental plan.

There were 6.1% fewer claims and 10.1% fewer dollars paid in claims.

The cost-per-subscriber decreased 13.9% to $63.57.

Oral surgery and periodontia have the highest increase in utilization.

Account Summary

Benefit Differences from Standard Plan

- None

Eligibility Differences from Standard Plan

- None

Administration Rate

The Administration Rate includes:

- Claims Processing
- Coordination of Benefits Processing
- Explanation of Benefits (EOB) Statements to Subscribers
- Benefit Booklets
- ID Cards
- On-site technical assistance for online billing and eligibility reports
- 3% Commission

Reports

- Distribution of Fee Paid Report
- Experience Comparison Summary
- Cost Management Savings Report

Reports are available at deltadentalid.com

HEALTH *through* ORAL WELLNESS® (HOW®)

Our Health *through* Oral Wellness program (HOW) is a patient-centered program that adds additional benefits to a member's dental plan based on their individual oral health needs. By having a network dentist perform a simple risk assessment, high-risk patients may have access to additional benefits.

Some of the benefits that may be added for patients based on their risk score include:

- Additional cleanings
- Additional sealants
- Fluoride
- Periodontal maintenance
- Oral hygiene instruction, nutritional counseling, and tobacco cessation counseling

Learn more at https://www.deltadentalid.com/how/

MOBILE, ON-SITE DENTAL SERVICES

Delta Dental of Idaho has partnered with Jet Dental, a mobile, on-site dental service. Jet Dental brings the dentist to you, so your employees don't have to take time off for an appointment—the appointment comes to them! We're not replacing dentists, we're providing better access to preventive services for our members!

Learn more at https://www.jetdental.com/how-it-works

DELTA DENTAL VIRTUAL VISITS - TELEDENTISTRY

Dental emergencies happen, and not always during office hours. We've partnered with Teledentistry.com to ensure members are covered when needed. Instead of waiting for hours and spending hundreds of dollars at an ER, Teledentistry.com provides members with an immediate virtual consultation.

Learn more at https://teledentistry.com/delta-dental-idaho/

amplifon Hearing Health Care

AMPLIFON DISCOUNT HEARING PROGRAM

Delta Dental of Idaho has partnered with Amplifon Hearing Health Care to provide our members with discounts on hearing services. The program includes discounts on hearing aids and related services, hearing tests, virtual screenings, personalized coaching, a 60-day trial period, access to the industry's top brands, a nationwide provider network, and more. Call 888-601-8593 and an Amplifon patient care advocate will assist you in finding a hearing healthcare provider near you.

Learn more at https://www.deltadentalid.com/amplifon-hearing-discount
This is a value-added service and is not insurance.



KEEP YOUR GRIN UP

The Delta Dental of Idaho blog covers the importance of a healthy smile. Topics include preventive care, the latest oral health research, guidance on understanding your dental benefits, and more.

Learn more at https://blog.deltadentalid.com/



THE DELTA DENTAL MOBILE APP

Members can search for dentists, look up their benefits, estimate costs, and access their virtual ID card on our free mobile app. It even has a handy toothbrush timer to help maintain a healthy brushing routine.

Delta Dental of Idaho

Experience Comparison Summary

By Subscriber

All Providers

For Sub-groups: ALL

City of Sandpoint

Delta Dental Group No. 0764

For Period: 07-2022 to 06-2023

07-2023 to 06-2024

Month	Subscribers			Administrative Income			NO. Claims			Paid Claims			Cost/Claim			Cost/Subscriber		
	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.	22/23	23/24	% Diff.
Jul	81	86	6.2%	$721.71	$781.74	8.3%	23	48	108.7%	$5,472.00	$6,684.30	22.2%	$237.91	$139.26	-41.5%	$67.56	$77.72	15.1%
Aug	82	86	4.9%	$730.62	$781.74	7.0%	49	38	-22.4%	$7,973.20	$6,782.90	-14.9%	$162.72	$178.50	9.7%	$97.23	$78.87	-18.9%
Sep	84	86	2.4%	$748.44	$781.74	4.4%	31	32	3.2%	$5,394.30	$9,374.30	73.8%	$174.01	$292.95	68.4%	$64.22	$109.00	69.7%
Oct	84	87	3.6%	$748.44	$790.83	5.7%	36	23	-36.1%	$5,382.40	$3,142.90	-41.6%	$149.51	$136.65	-8.6%	$64.08	$36.13	-43.6%
Nov	85	88	3.5%	$757.35	$799.92	5.6%	38	26	-31.6%	$8,207.70	$3,961.20	-51.7%	$215.99	$152.35	-29.5%	$96.56	$45.01	-53.4%
Dec	83	89	7.2%	$739.53	$809.01	9.4%	38	31	-18.4%	$7,773.80	$4,593.70	-40.9%	$204.57	$148.18	-27.6%	$93.66	$51.61	-44.9%
Jan	83	87	4.8%	$754.47	$814.32	7.9%	37	37	0.0%	$8,591.90	$4,427.60	-48.5%	$232.21	$119.66	-48.5%	$103.52	$50.89	-50.8%
Feb	83	85	2.4%	$754.47	$795.60	5.5%	20	28	40.0%	$2,374.30	$4,747.60	100.0%	$118.72	$169.56	42.8%	$28.61	$55.85	95.3%
Mar	85	90	5.9%	$772.65	$842.40	9.0%	43	20	-53.5%	$8,321.00	$3,964.80	-52.4%	$193.51	$198.24	2.4%	$97.89	$44.05	-55.0%
Apr	86	88	2.3%	$781.74	$814.32	4.2%	31	44	41.9%	$4,573.60	$7,703.20	68.4%	$147.54	$175.07	18.7%	$53.18	$87.54	64.6%
May	86	91	5.8%	$772.65	$851.76	10.2%	52	35	-32.7%	$7,614.00	$4,567.81	-40.0%	$146.42	$130.51	-10.9%	$88.53	$50.20	-43.3%
Jun	87	91	4.6%	$790.83	$851.76	7.7%	25	35	40.0%	$2,826.50	$7,057.40	149.7%	$113.06	$201.64	78.3%	$32.49	$77.55	138.7%
Total:	1,009	1,054	4.5%	$9,072.90	$9,715.14	7.1%	423	397	-6.1%	$74,504.70	$67,007.71	-10.1%	$176.13	$168.79	-4.2%	$73.84	$63.57	-13.9%

DELTA DENTAL®

deltadentalid.com

Delta Dental of Idaho

Distribution of Fee Paid Report

Group Contract Comparison

All Providers

Group Name : City of Sandpoint

Group Number: 0764

For the period: JULY 2022 to JUNE 2023

Against the period: JULY 2023 to JUNE 2024

Class	Service Types	Plan %	Times Done	JUL 2022 - JUN 2023 Paid	% of Total	Times Done	JUL 2023 - JUN 2024 Paid	% of Total	Difference JUL 2022 - JUN 2024 Paid	% Difference JUL 2022 - JUN 2024
I	DIAGNOSTIC SERVICES		501	$19,926.00	25.2%	532	$20,262.31	28.5%	$336.31	1.7%
I	PREVENTIVE SERVICES		327	$19,129.00	24.2%	319	$17,070.00	24.0%	-$2,059.00	-10.8%
II	ANESTHESIA		17	$1,396.40	1.8%	26	$1,318.40	1.9%	-$78.00	-5.6%
II	ENDODONTIC SERVICES		11	$2,075.40	2.6%	19	$2,993.20	4.2%	$917.80	44.2%
II	GENERAL ADJUNCTIVE SERVICES		10	$106.80	0.1%	7	$0.00	0.0%	-$106.80	-100.0%
II	IMPACTED THIRD MOLARS		24	$5,929.60	7.5%	6	$1,411.20	2.0%	-$4,518.40	-76.2%
II	INLAYS		0	$0.00	0.0%	0	$0.00	0.0%	$0.00	-
II	ORAL SURGERY		6	$579.90	0.7%	20	$2,345.20	3.3%	$1,765.30	304.4%
II	PERIODONTIA SERVICES		63	$4,232.20	5.4%	59	$5,432.70	7.6%	$1,200.50	28.4%
II	RESTORATIVE SERVICES		117	$11,668.40	14.8%	79	$9,183.60	12.9%	-$2,484.80	-21.3%
III	BRIDGES		6	$2,132.70	2.7%	0	$0.00	0.0%	-$2,132.70	-100.0%
III	CROWN		34	$8,964.90	11.3%	31	$7,888.50	11.1%	-$1,076.40	-12.0%
III	DENTURES & PARTIALS		0	$0.00	0.0%	1	$0.00	0.0%	$0.00	-
III	IMPLANTS		2	$312.50	0.4%	0	$0.00	0.0%	-$312.50	-100.0%
III	MISC PROSTHESIS		2	$294.00	0.4%	1	$0.00	0.0%	-$294.00	-100.0%
III	ONLAYS		0	$0.00	0.0%	0	$0.00	0.0%	$0.00	-
IV	ORTHODONTIA SERVICES		25	$2,270.00	2.9%	20	$3,115.00	4.4%	$845.00	37.2%
Total Paid Claims:				$79,017.80			$71,020.11		-$7,997.69	-10.1%
Total COB Payments:				$4,513.10			$4,012.40		-$500.70	-11.1%
Total Delta Paid Amounts:				$74,504.70			$67,007.71		-$7,496.99	-10.1%

Delta Dental of Idaho

Cost Management Savings Report

Your savings from the Delta Dental Difference and additional cost containment efforts

July 01, 2023 - June 30, 2024

City of Sandpoint - 0764

	Total Claims Submitted		PPO Claims Submitted		Premier Claims Submitted		Out of Network Claims	
	Dollar Amount	Percentage	Dollar Amount	Percentage	Dollar Amount	Percentage	Dollar Amount	Percentage
Billed Charges	$ 165,819		$ 135,901		$ 16,831		$ 13,087	
Paid Claims	$ 67,008	40.4%	$ 54,545	40.1%	$ 7,918	47.0%	$ 4,545	34.7%
Cost Management Savings (See detail below)	$ 57,301	34.6%	$ 47,964	35.3%	$ 4,815	28.6%	$ 4,522	34.6%
Plan Design Savings (See detail below)	41,510	25.0%	33,393	24.6%	4,098	24.3%	4,020	30.7%
Total Savings	**$ 98,811**	**59.6%**	**$ 81,356**	**59.9%**	**$ 8,913**	**53.0%**	**$ 8,542**	**65.3%**
Total Subscriber Count	91							
Average Savings per Subscriber	$ 1,086		$		$		$	
Claim Usage by Network	403	100.0%	321	79.7%	40	9.9%	42	10.4%
Member usage by network	168	100.0%	137	81.5%	17	10.1%	14	8.3%
Cost Management Savings								
Fee Savings	$ 42,331	25.5%	$ 35,689	26.3%	$ 3,719	22.1%	$ 2,923	22.3%
Eligibility Verification	2,131	1.3%	2,131	1.6%	0		0	
Coordination of Benefits	4,012	2.4%	3,374	2.5%	350	2.1%	288	2.2%
Non-Billable Procedures	8,827	5.3%	6,770	5.0%	746	4.4%	1,311	10.0%
Total Cost Management Savings	$ 57,301	34.6%	$ 47,964	35.3%	$ 4,815	28.6%	$ 4,522	34.6%
Plan Design Savings								
Non-Covered Procedures	$ 22,421	13.5%	$ 19,408	14.3%	$ 2,233	13.3%	$ 780	6.0%
Not Fully Covered Procedures	0		0		0		0	
Deductible Savings	1,450	0.9%	1,200	0.9%	200	1.2%	50	0.4%
Coinsurance Savings	15,312	9.2%	10,457	7.7%	1,665	9.9%	3,190	24.4%
Plan Maximum Savings	2,328	1.4%	2,328	1.7%	0		0	
Total Plan Design Savings	$ 41,510	25.0%	$ 33,393	24.6%	$ 4,098	24.3%	$ 4,020	30.7%
Total Savings	**$ 98,811**	**59.6%**	**$ 81,356**	**59.9%**	**$ 8,913**	**53.0%**	**$ 8,542**	**65.3%**

Plans & Rates

	Current	
	PPO	Premier
Preventive & Diagnostic Services	100%	100%
Basic Services	80%	80%
Major Services	50%	50%
Deductible	$25	$25
Family Maximum Deductible	$75	$75
Annual Maximum Benefit	$1,250	$1,250
Maximum Rollover Benefit	$3,050	$3,050
Annual Threshold Amount	$600	$600
Annual Rollover Amount	$300	$300
Child Orthodontia	50%	50%
Orthodontia Lifetime Maximum	$1,500	$1,500

	Current Rates	Renewal Rates
Administrative Rate *(Per Employee Per Month)*	$9.36	$9.36

Renewal: Assumes no plan design changes with no renewal increase to the current $9.36 PEPM Administration Rate for a one-year contract.

(DRAFT)

EMPLOYEE BENEFITS SUMMARY

Effective 01/01/2025 – 12/31/2025

MEDICAL INSURANCE: The City offers eligible employees the option of three medical insurance plans summarized below.

PLAN 1 - CLASSIC	PLAN 2 – HSA*	PLAN 3 – BUY UP
Deductible $1,500 Individual / $3,000 Family	**Deductible** $3,300 Individual / $6,600 Family	**Deductible** $500 Individual / $1,000 Family
Out-of-Pocket Maximum $7,150 Individual / $14,300 Family	**Out-of-Pocket Maximum** $5,000 Individual / $10,000 Family	**Out-of-Pocket Maximum** $5,000 Individual / $10,000 Family
Coinsurance 70/50	**Coinsurance** 80/60	**Coinsurance** 70/50
Pharmacy $10 Generic $40 Preferred / $75 Non-Preferred $100 Specialty	**Pharmacy** 20% Generic 20% Preferred Brand 20% Non-Preferred Brand	**Pharmacy** $5 Generic $35 Preferred Brand $60 Non-Preferred Brand
Copay $10 Virtual Care Telehealth $30 Office Visit $100 ER then 70% coinsurance	**No Copay** Deductible and Coinsurance Applies	**Copay** $10 Virtual Care Telehealth $30 Office Visit $100 ER then 70% coinsurance

*NOTE–HSA ONLY: The City of Sandpoint contributes $1,800 annually to the employee's Health Equity account on a prorated, semimonthly basis in the amount of $71.00 per payday. Enrollees cannot be covered by other health coverage that is not an HDHP (with certain exceptions).

MEDICAL INSURANCE COVERAGE LEVEL: The City contributes to all or a portion thereof for medical insurance premium costs for eligible employees, depending on the level of coverage chosen. Employee costs are summarized below.

	PLAN 1 - CLASSIC		PLAN 2 – HSA		PLAN 3 – BUY UP	
COVERAGE LEVEL	**Monthly**	**Per Pay Period***	**Monthly**	**Per Pay Period***	**Monthly**	**Per Pay Period***
Employee Only	$0.00	$0.00	$0.00	$0.00	$60.02	$30.01
Employee & Spouse	$233.92	$116.96	$206.64	$103.32	$362.98	$181.49
Employee & 1 Child	$98.12	$49.06	$86.70	$43.35	$186.72	$93.36
Employee & 2+ Children	$155.60	$77.80	$137.46	$68.73	$260.86	$130.43
Employee, Spouse & 1 Child	$332.04	$166.02	$293.34	$146.67	$489.68	$244.84
Employee, Spouse & 2+ Children	$389.54	$194.77	$344.08	$172.04	$563.84	$281.92

*NOTE – In months where 3 paychecks occur, premiums and employee HSA contributions will be deducted on the first and second paychecks of that month.

LIFE INSURANCE: The City contributes to 100% of life insurance premium costs for eligible employees. The policy benefit is equal to the employee's annual salary plus $2,000 up to a maximum of $100,000. The policy also includes $1,000 coverage for spouse and $1,000 coverage for dependent children up to age 26.

LONG TERM DISABILITY: The City contributes to 100% of long-term disability insurance premium costs for eligible employees. In general, the benefits for a payable claim are 60% of the employee's monthly earnings, not to exceed $5,0

(DRAFT)

DENTAL INSURANCE: The City contributes to 100% of dental insurance premium costs for eligible employees. Employees are responsible for full premium costs to insure dependents depending on the level of coverage chosen as summarized below.

COVERAGE LEVEL	MONTHLY	PER PAY PERIOD*
Employee Only	$0.00	$0.00
Employee & Spouse	$41.00	$20.50
Employee & 1 Child	$19.00	$9.50
Employee & 2+ Children	$52.00	$26.00
Employee, Spouse & Child(ren)	$93.00	$46.50

*NOTE – In months where 3 paychecks occur, premiums will be deducted on the first and second paychecks of that month.

VISION INSURANCE: The City offers an optional vision insurance plan to eligible employees. Employees are responsible for premium costs to insure themselves and dependents as summarized below.

COVERAGE LEVEL	MONTHLY	PER PAY PERIOD*
Employee Only	$8.20	$4.10
Employee & Spouse	$16.40	$8.20
Employee & Child(ren)	$17.56	$8.78
Employee, Spouse & Child(ren)	$28.06	$14.03

*NOTE – In months where 3 paychecks occur, premiums will be deducted on the first and second paychecks of that month.

PAID HOLIDAYS: The City observes the following holidays:

New Year's Day
Human Rights Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

PAID TIME OFF: Eligible employees accrue paid time off as follows:

Years of Service	Per Pay Period*	Per Month	Per Year	Maximum (2x Annual)
Less than 1 year	7.00	14.00	168.00	336.00
1 year but less than 2 years	7.20	14.40	172.80	345.60
2 years but less than 3 years	7.40	14.80	177.60	355.20
3 years but less than 4 years	7.60	15.20	182.40	364.80
4 years but less than 5 years	7.80	15.60	187.20	374.40
5 years but less than 10 years	8.00	16.00	192.00	384.00
10 years but less than 15 years	9.00	18.00	216.00	432.00
15 years but less than 20 years	10.00	20.00	240.00	480.00
20 years or more	11.00	22.00	264.00	528.00

*NOTE – In months where 3 paychecks occur, PTO accruals will be credited on the first and second paychecks of that month.

LIFE FLIGHT NETWORK: Annual membership fee of $XX for medical transport service. (To be Determined)

NOTE: Insurance coverage shall commence on the first day of the month following 30 days of employment, not to exceed 60 days

No: 24-
Date: October 16, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: UTILIZING MEDICAL PREMIUM STABILIZATION RESERVE FUNDS

WHEREAS: On September 20, 2022, under Resolution 22-057, in order to establish a medical reserve and guide the budgetary use of these resources allowing the use of set-aside funds to offset medical premium increases for Sandpoint tax and rate payers and employees paying a share of the premium cost in accordance with City policy, City Council adopted the Medical Premium Stabilization Reserve Policy, which is reflected as Section D under Reserve and Fund Balance Policies in the City of Sandpoint Financial Policies and Guidelines;

WHEREAS: Under the Medical Premium Stabilization Reserve Policy, the City sets aside and reserves medical premium rebates for use in offsetting future annual medical premium increases exceeding 10% over the prior year for both the City and plan participants;

WHEREAS: In some years, the City is eligible for an annual medical premium rebate, with eligibility and amounts calculated yearly, based on the difference between medical premiums paid by the City and employees and expenses paid by the insurance carrier, and when premiums paid exceed expenses incurred by the plan, the difference is shared between the insurance carrier and the City, with the City receiving a rebate;

WHEREAS: In other years, usage of insurance benefits is higher, which can result in a premium increase at the time of contract negotiation for the ensuing benefit year, as is the case for 2024 usage and the upcoming 2025 contract renewal for medical insurance benefits, where the medical insurance carrier with which the City has historically contracted, Regence Blue Shield, has raised the City's premium costs by 24.81% for 2025; and

WHEREAS: With a current balance of $74,861 in the Medical Premium Stabilization Reserve, the Mayor and City staff recommend utilizing funds from the Reserve to lower the 2025 rate increase to 18.125% and reduce the financial impact to employees.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves the use of funds from the Medical Premium Stabilization Reserve in order to offset the 2025 medical insurance premium rate increase as outlined above.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk