CITY COUNCIL MEETING AGENDA

July 17, 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

1. Presentation: Pend Oreille Economic Partnership

Public Forum

Consent Calendar - action item

2. Approval of Minutes from Council's July 3, 2024, Meeting - ***action item***
3. Payables Report / Bills for Payment Approval - ***action item***
4. Review and Accept Monthly Financial Report on Cash and Investment Transactions, May 2024 - ***action item***
5. Proposed Resolution: Agreement with Interstate Concrete and Asphalt Co. for 2024 Fir Street Paving Maintenance Project (City Agreement No. A24-3170-3) - ***action item***
6. Proposed Resolution: Agreement with Stewart Contracting, Inc., for Chestnut Street / N. Boyer Avenue Water Main Project (City Agreement No. A24-3170-3) - ***action item***
7. Proposed Resolution: Purchase of Badger Water Meters, Registers, and Endpoints from Consolidated Supply Co. (City Purchase Order No. 24-1273) - ***action item***
8. Proposed Resolution: Memorandum of Understanding for Amendment to Article 27 of the 2021-2024 Collective Bargaining Agreement with the International Association of Firefighters Local 2319 - ***action item***

Public Hearing

9. Public Hearing and Proposed Resolution: Adoption of the Sandpoint Comprehensive Plan - ***action item***

Old/Unfinished Business - none

New Business

10. Proposed Ordinance and Summary: Amendments to Sandpoint City Code Title 1, Chapter 6, Municipal Officers and Employees - ***action item***
11. Confirmation of Mayor's Appointment of Jason Welker as Community Planning and Development Director - ***action item***
12. Confirmation of Mayor's Appointment of Cheryl Hughes as Central Services Director - ***action item***
13. FY2025 Budget: Approve Preliminary Budget and Schedule Public Hearing - ***action item***
14. City Fees: Review Changes and Schedule Public Hearing - ***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.
Watch/listen live online: Register at https://www.sandpointidaho.gov/your-government/meetings.
After the meeting, view the recording on YouTube: https://www.youtube.com/c/CityofSandpoint.
PLEASE NOTE: Comments are allowed remotely by prior special accommodation request only.
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.
Assisted listening devices available in chambers for use during public meetings.

CITY COUNCIL MEETING MINUTES

July 03, 2024 at 5:30 PM

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

Call to Order

The Sandpoint City Council regular meeting was called to order by Mayor Jeremy Grimm in Council chambers at Sandpoint City Hall, 1123 W. Lake St., Sandpoint, Idaho, on July 3, 2024, at 5:30 p.m.

Roll Call

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

ABSENT
Councilor Joel Aispuro

Pledge of Allegiance

Mayor Grimm led all present in the Pledge of Allegiance.

Announcements and Reports

Mayor Grimm reported that he had sent the letter previously discussed to the Army Corps of Engineers, copying Bonneville Power Administration, to make the Corps and BPA aware of the impacts of the Albeni Falls Dam operations on the Sandpoint community. The Mayor noted that it had been six months since he and Councilors Schreiber and Duquette had been sworn into office. He remarked on the updated organizational structure and also reported on wastewater treatment plant rehabilitation progress. The new asphalt patching and sealing equipment has arrived and will be employed immediately. The public hearing on adoption of the updated Comprehensive Plan has been scheduled for Council's next regular meeting on July 17, 2024, at 5:30 p.m. Thanks and appreciation to the Sandpoint Lions Club for hosting the annual 4th of July downtown parade, along with celebration and fireworks at City Beach.

1. Presentation: Better Together Animal Alliance

   Mandy Evans, Executive Director of the Better Together Animal Alliance (BTAA), provided a presentation on their operations and costs and relayed their request for an increase in the contract amount with the City. Information only; no Council action. The City's available funds for the services provided by the BTAA will be discussed over the course of Council's upcoming meetings, at which time the FY2025 budget will be on the agenda.

Following the BTAA presentation, at the Mayor's invitation and request, department directors provided reports and updates on department activities and projects and responded to questions from Council members.

Public Forum

Mayor Grimm announced that the next item on the agenda would be Public Forum, which allows the public to address the Mayor and Council on items that are listed on the Consent Calendar or on any City of Sandpoint related topic not included on the agenda. The Mayor then recited the procedure and rules for speaking during Public Forum, as well as other opportunities for public comment during the meeting. Following this information, the Public Forum was held. Information only; no Council action.

Consent Calendar

Following Councilor Howarth's removal of Item 5, Proposed Resolution for a Professional Services Agreement with TischlerBise, Inc., for an updated Development Impact Fee Study, which was moved to New Business, Council members present unanimously approved the Consent Calendar, as amended (items 2, 3, and 4).

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

2. Minutes from Council's June 20, 2024, Special Meeting were approved as presented.
3. Minutes from Council's June 20, 2024, Regular Meeting were approved as presented.
4. The bills presented were approved for payment: $1,133,481.97 ($258,248.04 for regular payables and $875,233.93 for payroll).
5. *Proposed Resolution: Professional Services Agreement with TischlerBise, Inc., for Development Impact Fee Study (City Agreement No. A24-1910-4)*

   ITEM 5 REMOVED FROM CONSENT CALENDAR AND TAKEN UP UNDER NEW BUSINESS

Old/Unfinished Business - none

New Business

6. **Resolution 24-047** Change Order No. 1 to Agreement with Ginno Construction of Idaho, Inc., for Construction of Inclusive Playground and Splash Pad at Travers Park (City Agreement No. A24-5300-6)

   Following a presentation by Community Planning and Development Director Jason Welker, Council questions and discussion, and public comment, this resolution was approved by majority vote of Council members present, with Councilor Schreiber dissenting.

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

5. **Resolution 24-046** Professional Services Agreement with TischlerBise, Inc., for Development Impact Fee Study (City Agreement No. A24-1910-4)

   Following questions from Councilor Howarth, who had removed this item from the Consent Calendar, fielded by Central Services Director Cheryl Hughes and Mayor Grimm, this resolution was unanimously approved by Council members present.

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

7. Discussion: Policy on Remote Public Comment

The Mayor and Council members discussed the policy on taking comments from members of the public attending meetings on the City's remote/online platforms. With direction and general consensus from a majority of Council members present to allow remote public comment during meetings, the Mayor will direct staff to reopen that option, with the exception of public testimony on quasi-judicial matters, unless prior approval is obtained; the Mayor will work with legal counsel to craft language for a policy addressing this issue.

Adjourn

With no further business on the agenda, the meeting was adjourned at 8:16 p.m.

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

_____ Attest: _____

Jeremy Grimm, Mayor Melissa Ward, City Clerk

CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 07/04/2024 THROUGH 07/17/2024

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: ACCURATE TESTING LABS LLC					
	139131	WWTP: 2 MERCURY TRACE TESTS			$260.00
		WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	$260.00	
			Total For: ACCURATE TESTING LABS LLC		**$260.00**
Vendor: AGE HEATING AND COOLING					
	8471306	REPAIR DUCTLESS SYSTEM & LEAKY CONNECTIONS @ PD			$930.00
		GOVERNMENT BUILDING & GROUNDS DI	SERVICES - BUILDING - R&M	$930.00	
	8237449	WWTP: HVAC DIAGNOSTICS & FILTER			$240.00
		WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	$240.00	
			Total For: AGE HEATING AND COOLING		**$1,170.00**
Vendor: ALLWEST TESTING & ENGINEERING					
	236558	TRAVERS PARK TEST & SPECIAL INSP SRVCS - PH 1			$3,719.50
		JAMES E. RUSSELL SPORTS CENTER FA	CAPITAL CONSTRUCTION SERVICES - BUIL	$3,719.50	
			Total For: ALLWEST TESTING & ENGINEERING		**$3,719.50**
Vendor: ALPINE MOTORS COMPANY INC					
	158752	RPLC ABS MOTOR 2001 CHEVROLET S10 - ALL PARKS			$593.22
		PARK MAINTENANCE & CAPITAL	SERVICES - AUTOMOTIVE - R&M	$593.22	
			Total For: ALPINE MOTORS COMPANY INC		**$593.22**
Vendor: Amazon Mktpl					
	111-0740175-8990642	2) T35 TRIMMER HEADS - ROW TRIMMERS			$59.00
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$59.00	
	114-5733762-1352231	1-DRY ERASE BOARD, 1-12 LEGAL PADS, 1 BOX (10) REAMS PAPER			$118.76
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$53.26	
	114-2551580-6202607	1X THERM LAMINATING POUCH, 1 BOX (10 REAMS) COPY PAPER			$58.58
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$58.58	
			Total For: Amazon Mktpl		**$236.34**
Vendor: Amzn Mktp Us					
	111-5763573-5369024	2) AIR FILTER MERV 8 DUST DEFENSE - CITY HALL HVAC			$282.04
		GOVERNMENT BUILDING & GROUNDS DI	OPERATIONAL SUPPLIES/EQUIPMENT	$282.04	
	111-0051483-6389055	PLEATED HVAC AC FURNACE AIR FILTERS - CITY HALL HVAC			$71.58
		GOVERNMENT BUILDING & GROUNDS DI	OPERATIONAL SUPPLIES/EQUIPMENT	$71.58	
			Total For: Amzn Mktp Us		**$35**
Vendor: ARROW CONSTRUCTION HOLDINGS, LLC					

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	404303	ST: ROADSAVER CRACK SEALANT			$2,070.00
		STREET MAINTENANCE	ROADWAY/PATH SUPPLIES/EQUIPMENT	$2,070.00	
	403970	ST: CRACK SQUEEGEE/ SQUEEGEE REPLCMNTS			$223.10
		STREET MAINTENANCE	ROADWAY/PATH SUPPLIES/EQUIPMENT	$223.10	
	403828	ST: (4) SQUEEGY CRACK PUSHER -CRACK SEAL			$215.96
		STREET MAINTENANCE	ROADWAY/PATH SUPPLIES/EQUIPMENT	$215.96	
	37250-C	ST: CREDIT FOR SQUEEGES - INV 403828			$(107.98)
		STREET MAINTENANCE	ROADWAY/PATH SUPPLIES/EQUIPMENT	$(107.98)	
			Total For: ARROW CONSTRUCTION HOLDINGS, LLC		**$2,401.08**
Vendor: ASSOCIATION OF IDAHO CITIES					
	12682	ICCTFOA MEMBERSHIP DUES-WARD			$45.00
		CITY CLERK'S OFFICE	LICENSES/DUES & SUBSCR (JOB RELATED)	$45.00	
	12530	FY 2025 AIC MEMBERSHIP DUES			$4,328.00
		CENTRAL SERVICES DEPARTMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	$4,328.00	
			Total For: ASSOCIATION OF IDAHO CITIES		**$4,373.00**
Vendor: AT&T MOBILITY II, LLC					
	287336485071X070124	WIRELESS PHONE/DATA CHGS- JUNE '24			$1,708.00
		POLICE DEPARTMENT	TELEPHONE - WIRELESS	$1,146.19	
	287339152904X7124	WIRELESS PHONE/DATA CHGS- JUNE'24			$178.54
		MAYOR'S OFFICE	TELEPHONE - WIRELESS	$48.81	
	287339151180X7124	WIRELESS PHONE/DATA CHGS- JUNE'24			$793.89
		WATER TREATMENT	TELEPHONE - WIRELESS	$130.38	
	287339154011X070124	WIRELESS PHONE/DATA CHGS- JUNE '24			$90.29
		FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	$40.09	
	387339153398X070124	WIRELESS PHONE/DATA CHGS- JUNE'24			$230.78
		PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	$150.60	
			Total For: AT&T MOBILITY II, LLC		**$3,001.50**
Vendor: AUVIK NETWORKS INC					
	INV00169939	ESSENTIALS & PERFORM ADD-ON SOFTWARE 05/01/24 THRU 04/30/25			$4,140.00
		INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SASS - RMM/REMOTE SOFTWA	$5,520.00	
			Total For: AUVIK NETWORKS INC		**$4,140.00**
Vendor: AVISTA UTILITIES					
	4707730000-062124	MONTHLY UTILITIES-JUNE'24			$34,811.23
		GOVERNMENT BUILDING & GROUNDS DI	ELECTRICITY	$1,827.56	
			Total For: AVISTA UTILITIES		**$34,811.23**
Vendor: BADGER METER INC					
	80163970	WD: METER READING SVCS JUN'24			$517.90
		WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READIN	$517.90	
			Total For: BADGER METER INC		**$51**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: Big 5 Sporting Goods 183					
	097546	YOUTH TENNIS BALLS, SLOW PITCH SOFTBALLS			$143.91
		RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	$109.95	
			Total For: Big 5 Sporting Goods 183		**$143.91**
Vendor: BIG BELLY SOLAR LLC					
	52145	BUYOUT OF CONTRACT (7/29/24-7/29/27)			$74,985.05
		SANITATION/GARBAGE COLLECTION	MULTI-PURPOSE WASTE DISPOSAL/PORTA	$56,000.00	
			Total For: BIG BELLY SOLAR LLC		**$74,985.05**
Vendor: BILLING DOCUMENT SPECIALISTS					
	95528	UTILITY BILLING PAST DUE - JUN'24			$38.74
		UTILITY BILLING	POSTAGE	$10.28	
			Total For: BILLING DOCUMENT SPECIALISTS		**$38.74**
Vendor: BONNER COUNTY DAILY BEE					
	0000024017	BCB#6181 NOPH - PS23-0001 TURBINE SUBDIVISION			$62.36
		PLANNING DIVISION	ADVERTISING	$62.36	
	0000024006	BCB#1677 NOPH-PS24-0002 TURNSTONE SUBDIVISION			$60.82
		PLANNING DIVISION	ADVERTISING	$60.82	
	0000023979-06112024	BCB#6176 DEC OF SOLE SOURCE PRVDR -OXARC			$28.48
		WASTEWATER TREATMENT	ADVERTISING	$14.24	
	0000024010-06192024	BCB#6179 SUMM OF ORD# 1421-LEASH LAW			$56.20
		CITY CLERK'S OFFICE	ADVERTISING	$56.20	
	0000024008-06192024	BCB#6178 SUMM OF ORD# 1420-OFF LEASH DOGS AT CITY BEACH			$53.89
		CITY CLERK'S OFFICE	ADVERTISING	$53.89	
	0000024011-06192024	BCB#6180 SUMM OF ORD 1422-DOGS ALLOWED ON LEASH			$50.81
		CITY CLERK'S OFFICE	ADVERTISING	$50.81	
	0000023977	BCB#6175 WTR MAIN PROJ AD FOR BIDS- CHESTNUT/BOYER			$115.12
		WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BU	$115.12	
	0000023817	BCB#6161 BID AD FOR FIR ST PAVING			$109.36
		STREET CAPITAL & PROJECTS	ADVERTISING	$109.36	
	0000024142	BCB#6188 RFP - BADGER METER BID AD			$84.88
		WATER DISTRIBUTION	ADVERTISING	$84.88	
			Total For: BONNER COUNTY DAILY BEE		**$621.92**
Vendor: BROWN'S NORTHSIDE					
	S160514	SHOP: OIL FILLER CAP			$82.80
		STREET MAINTENANCE	TOOLS	$27.60	
	S160823	ST: 5" UBOLT FOR DURAPATCHER			$60.56
		STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	$60.56	
	S160833-CR	ST: CREDIT-RETURNED 5 " UBOLT FOR DURAPATCHER			$(60.56)
		STREET MAINTENANCE	ROADWAY/PATH SUPPLIES/EQUIPMENT	$(60.56)	
	S160815	5GAL AW46 MBL HYD OIL - ALL PARKS			$8
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$85.50	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
			Total For: BROWN'S NORTHSIDE		**$168.30**
Vendor: BS&A SOFTWARE					
	154602	SOFTWARE AND SERVICES FOR BS&A CLOUD UPGRADE			$35,528.00
		INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - ERP-ENTERPRISE RES	$35,528.00	
			Total For: BS&A SOFTWARE		**$35,528.00**
Vendor: Caribe Royale Resort Sut					
	T0029-303232480	T0029-HOTEL-ISAC ANNUAL MTG-06/23/24-06/26/24-ADAM SKOOG			$1,145.00
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$1,145.00	
	T0028-303231368	T0028-HOTEL-ISAC ANNUAL MTG-06/23/24-06/26/24-LANCE BRACE			$1,145.00
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$1,145.00	
			Total For: Caribe Royale Resort Sut		**$2,290.00**
Vendor: CED - SANDPOINT LIGHTING					
	5945-1071941	SC: VAC TRUCK CONDUIT/CONDUIT PLUG			$43.77
		WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	$43.77	
	5945-1066352	ST: (2) DECORATIVE STREETLIGHT REPLACEMENTS			$7,580.00
		STREET MAINTENANCE	SERVICES - STREET LIGHT - R&M	$7,580.00	
			Total For: CED - SANDPOINT LIGHTING		**$7,623.77**
Vendor: CENTURY WEST ENGINEERING CORP					
	248375	WATERMAIN BOYER AND CHESTNUT			$24,712.00
		WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BU	$24,712.00	
	248376	PAVEMENT REHAB - DESIGN A24-2410-4 2024			$23,033.00
		STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/AR	$16,123.10	
			Total For: CENTURY WEST ENGINEERING CORP		**$47,745.00**
Vendor: Checkr, Inc Checkr.Com					
	1262918	BACKGROUND SVCS - 4-REC, 1-PLANNER, 1-UTILITY LOCATOR- MAY'24			$289.69
		RECREATION PROGRAMS	BACKGROUND CHECK SERVICES	$119.96	
			Total For: Checkr, Inc Checkr.Com		**$289.69**
Vendor: CIMLINE, INC					
	34255	ST: DURA PATCH MACHINE FOR ST REPAIRS			$101,461.00
		STREET MAINTENANCE	CAPITAL EQUIPMENT & MACHINERY	$99,711.00	
			Total For: CIMLINE, INC		**$101,461.00**
Vendor: CITY OF KETCHUM					
	8095	7 MONTH LOBBYING SVCS MAY-NOV'24			$1,400.00
		CENTRAL SERVICES DEPARTMENT	TECH SERVICES - POLICY	$1,400.00	
			Total For: CITY OF KETCHUM		**$1,400.00**
Vendor: CLEARWATER SPRINGS					
	860564	WWTP: (4) GAL STEAMED DI WATER			$3
		WASTEWATER TREATMENT	LABORATORY SUPPLIES	$35.00	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
			Total For: CLEARWATER SPRINGS		**$35.00**
Vendor: CLIENTFIRST TECHNOLOGY CONSULTING					
	16844	GIS SUPPORT SERVICES-JUNE'24			$2,682.50
		WATER DISTRIBUTION	TECH SERVICES - GIS SERVICES	$2,682.50	
			Total For: CLIENTFIRST TECHNOLOGY CONSULTING		**$2,682.50**
Vendor: COLEMAN OIL					
	INV-205412	DYED DIESEL FUEL - 1141 & 1132			$270.37
		FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	$123.62	
	CP-0145449	MONTHLY FUEL CHGS - JUN'24			$5,229.90
		STREET MAINTENANCE	FUEL - GASOLINE/DIESEL	$1,593.52	
	CP-0145484	MTHLY FUEL CHGS - JUN'24			$723.62
		FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	$293.32	
			Total For: COLEMAN OIL		**$6,223.89**
Vendor: Comfort Suites Kennewick					
	T0031-UNK CHG	T0031-LODGING-TASER TRAINING 06/16/24 THRU 06/17/24			$133.63
		POLICE DEPARTMENT	TRAINING AND TRAVEL	$133.63	
			Total For: Comfort Suites Kennewick		**$133.63**
Vendor: CONSOLIDATED SUPPLY CO.					
	S011972922.001	WWTP: (2) GAS BALL VALVE			$196.66
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$196.66	
	S011987460.001	WD: BALL VALVE/BRASS COUPLING			$151.77
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$151.77	
			Total For: CONSOLIDATED SUPPLY CO.		**$348.43**
Vendor: CO-OP GAS & SUPPLY CO.					
	36612	ST: 2 CANS BLK SPRY PAINT/MOUNTING TAPE			$26.17
		STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	$26.17	
	36882	BARACADE TAPE - ARMY SURPLUS FIRE			$25.98
		FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	$25.98	
	89318	ST: PLUGS FOR SNOWBLOWER			$14.28
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$14.28	
	45952	ST: 3 T-BOLT HOSE CLAMPS			$35.97
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$35.97	
	36679	SHOP/ST: DRIVER BIT/WASHERS FOR SNWBLWR			$20.09
		STREET MAINTENANCE	SNOW SUPPLIES/EQUIPMENT	$18.32	
	36542	3.1) SCRWS, 2.5) SCRWS - MARINAS			$33.46
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$33.46	
	36410	CHEM R-11 GAL - WEED SURFACTANT - ALL PARKS			$51.99
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$51.99	
	46490	2) BNGE CRDS, 2) CRD STRTCH - TOOLS - BEACH SHOP			$
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$13.16	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
			Total For: CO-OP GAS & SUPPLY CO.		**$221.10**
Vendor: CULLIGAN LLC					
	202407695182	WWTP: MNTHLY H20 & COOLER RNTL-JUNE '24			$34.80
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$34.80	
			Total For: CULLIGAN LLC		**$34.80**
Vendor: CW WRAPS & MARKETING INC					
	17363	PATROL CAR DECALS			$25.00
		POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	$25.00	
			Total For: CW WRAPS & MARKETING INC		**$25.00**
Vendor: DREAMLAND SKATEPARKS LLC					
	8	GENERAL COND-CONSTRUCT PORTION OF DESIGN-BUILD CONTRACT-JUN'24			$130,435.00
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS - IMPACT PARKS	$88,192.93	
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BU	$18,492.07	
			Total For: DREAMLAND SKATEPARKS LLC		**$130,435.00**
Vendor: EDNETICS INC					
	130269	STD/ANALOG USERS VOIP CHARGES-JUNE'24			$2,942.06
		INFORMATION TECHNOLOGY DIVISION	TELEPHONE - VOIP	$2,942.06	
			Total For: EDNETICS INC		**$2,942.06**
Vendor: EMSCONNECT					
	11000	EMS/FIRE/CRITICAL CARE TRAINING-JUN'24			$187.50
		FIRE DEPARTMENT - SANDPOINT	EDUCATION/TRAINING SUPPLIES	$187.50	
	11172	EMS/FIRE/CRITICAL CARE TRAINING-JUL'24			$67.50
		FIRE DEPARTMENT - SANDPOINT	EDUCATION/TRAINING SUPPLIES	$67.50	
			Total For: EMSCONNECT		**$255.00**
Vendor: EPIC LAND SOLUTIONS INC					
	0624-1416	GN ROAD ACQ/NEG PROF SVCS THROUGH 6/30/24			$5,480.23
		STREET CAPITAL & PROJECTS	TECH SVS - SRVY/INSPCT/ASSESS/MONITO	$4,244.98	
		WATER CAPITAL PROJECTS	TECH SVS - SRVY/INSPCT/ASSESS/MONITO	$603.92	
		WASTEWATER CAPITAL PROJECTS	TECH SVS - SRVY/INSPCT/ASSESS/MONITO	$631.33	
			Total For: EPIC LAND SOLUTIONS INC		**$5,480.23**
Vendor: FASTENAL COMPANY					
	IDCOE203091	SHOP: RSTOCK WSHRS/BOLTS & STORAGE BINS			$404.01
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$134.67	
			Total For: FASTENAL COMPANY		**$404.01**
Vendor: FEHR & PEERS					
	176759	5TH & PINE-SGNL TMNG PLNS-SVCS 05/31/24-06/28/24			$3,600.00
		STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/AR	$3,600.00	
			Total For: FEHR & PEERS		**$3,6**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: GALLS LLC					
	028359722	MEN'S PATROL PANTS			$80.27
		POLICE DEPARTMENT	UNIFORM & CLOTHING	$80.27	
	028187910	2 SHORTS - CRO'S			$116.69
		POLICE DEPARTMENT	UNIFORM & CLOTHING	$116.69	
			Total For: GALLS LLC		**$196.96**
Vendor: Goldsteins Bagels					
	T0034-315118	T0034-SANDWICH & COFFEE-BLUECROSS COMM HEALTH GRANT ACAD-06/21/24-J			$9.75
		MAYOR'S OFFICE	TRAINING AND TRAVEL	$9.75	
			Total For: Goldsteins Bagels		**$9.75**
Vendor: GRIPTION TIRES INC					
	66468	2) ALL TRAIL - NHS - FLOWER BUGGY			$309.90
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$309.90	
	66465	4) MNT 2 NEW TIRES & RMNT REAR TIRES - FLOWER BUGGY			$100.00
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$100.00	
			Total For: GRIPTION TIRES INC		**$409.90**
Vendor: HACH COMPANY					
	14037051	WTP: MEMBERANE KIT RPLCMNT/STABLCAL STD 800 MNTU 1L			$397.00
		WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$397.00	
	14091640	WTP: CL17 CHEMICALS FOR TREATING WATER			$84.53
		WATER TREATMENT	LABORATORY SUPPLIES	$84.53	
			Total For: HACH COMPANY		**$481.53**
Vendor: Hampton Inn & Suites					
	T0033-52680711	T0033-LODGING-NARC INV TRAIN 06/24/24-06/25/24 - INMAN			$330.00
		POLICE DEPARTMENT	TRAINING AND TRAVEL	$330.00	
			Total For: Hampton Inn & Suites		**$330.00**
Vendor: HENRY SCHEIN INC					
	95354682	AIRWAY NASO; DEFIB PAD ADULT; STERILE WATER; GLOVES			$56.52
		FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPME	$56.52	
			Total For: HENRY SCHEIN INC		**$56.52**
Vendor: IDAHO RURAL WATER ASSOCIATION					
	E6238	WD: MATH REVIEW RNWL CERT -JESSE AKLIN			$120.00
		WATER DISTRIBUTION	TRAINING AND TRAVEL	$120.00	
			Total For: IDAHO RURAL WATER ASSOCIATION		**$120.00**
Vendor: Idaho.Gov					
	65690754	SC: WSTWTR COLLCTN OPRTR RENEWAL CLASS I-REX EDWARDS			$30.00
		WASTEWATER COLLECTIONS	LICENSES/DUES & SUBSCR (JOB RELATED)	$30.00	
			Total For: Idaho.Gov		**$**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: IDEXX DISTRIBUTION INC					
	3154427848	WWTP:(2) COLILERT/QTRAY/VESSELS + SHIPPING			$855.44
		WASTEWATER TREATMENT	LABORATORY SUPPLIES	$855.44	
			Total For: IDEXX DISTRIBUTION INC		**$855.44**
Vendor: INLAND FOREST MANAGEMENT INC					
	6721	TIMBER HARVEST 2/16/24-5/31/24			$6,442.66
		WATER CAPITAL PROJECTS	OTHER PROF SERVICE - ENGINEERING/AR	$6,442.66	
			Total For: INLAND FOREST MANAGEMENT INC		**$6,442.66**
Vendor: INSIGHT DISTRIBUTING INC					
	0504673-IN	CASE CANLNR, 10 BOX LG GLV, 10 BOX XL GLV, 6 CASE TWL RLL - ALL PARKS			$415.44
		GOVERNMENT BUILDING & GROUNDS DI	OPERATIONAL SUPPLIES/EQUIPMENT	$58.60	
			Total For: INSIGHT DISTRIBUTING INC		**$415.44**
Vendor: JACOBS ENGINEERING GROUP INC					
	W3Y13702-03	PLANNING SERVICES 05/25/24 THRU 06/28/24			$30,980.38
		PLANNING DIVISION	TECH SERVICES - PLANNING	$30,980.38	
			Total For: JACOBS ENGINEERING GROUP INC		**$30,980.38**
Vendor: JAN CLIZER					
	JULYCONTRA24	CONTRA DANCE BAND, JULY 12, 2024			$225.00
		RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	$225.00	
			Total For: JAN CLIZER		**$225.00**
Vendor: JASON CALDERONE					
	038059 REIMB	BOOT REIMB - JASON CALDERONE FY '24			$125.00
		STREET MAINTENANCE	UNIFORM & CLOTHING	$125.00	
			Total For: JASON CALDERONE		**$125.00**
Vendor: JENNIFER MACDONALD					
	73160919	REC REFUND FIONA MACDONALD FOR HIGH SCHOOL TENNIS CAMP LESS $10 FE			$130.00
		UNCLASSIFIED	RECREATION PROGRAMS - NON TAXABLE	$140.00	
			Total For: JENNIFER MACDONALD		**$130.00**
Vendor: J-U-B ENGINEERS INC					
	0173074	DSGN SVCS GRT NRTHRN RD 3/31/24 THRU 4/27/24			$85,484.40
		STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/AR	$32,429.16	
	0173947	DSGN SVCS GRT NRTHRN RD 4/28/24 THRU 6/1/24			$83,913.70
		STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/AR	$11,116.06	
	0174674	WWTP:FCLTY BNDSCRN SVCS 6/2/24 THRU 6/29/24			$1,434.00
		WASTEWATER CAPITAL PROJECTS	CAPITAL EQUIPMENT & MACHINERY	$1,434.00	
			Total For: J-U-B ENGINEERS INC		**$170,832.10**
Vendor: KELLEY CREATE					
	36898355	HP E77650ZS COPIER LEASE PMT - JULY'24			$250.01

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		POLICE DEPARTMENT	COPIER LEASE	$230.61	
			Total For: KELLEY CREATE		**$230.61**
Vendor: L.N. CURTIS & SONS					
	INV840336	CONNECT CUTTER, SPREADER, RAM, BATTERY & CHARGER			$38,485.80
		FIRE DEPARTMENT - SANDPOINT	CAPITAL EQUIPMENT - IMPACT FIRE	$12,860.10	
			Total For: L.N. CURTIS & SONS		**$38,485.80**
Vendor: LAKE CITY LAW GROUP PLLC					
	37714	SYRINGA LITIGATION-MAY '24			$120.00
		WATER DISTRIBUTION	OTHER PROF SERVICE - LEGAL - LITIGATIO	$120.00	
	37713	LEGAL SERVICES- JUNE'24			$9,082.50
		LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	$9,082.50	
			Total For: LAKE CITY LAW GROUP PLLC		**$9,202.50**
Vendor: LES SCHWAB TIRE CENTER					
	10800829745	NEW TIRES PATROL VEHICLE SPD 13			$564.00
		POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	$564.00	
	10800829020	TIRE BALANCE, MONITOR REPAIR, DISPOSAL - SPD 13			$115.88
		POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	$115.88	
			Total For: LES SCHWAB TIRE CENTER		**$679.88**
Vendor: LEXISNEXIS RISK SOLUTIONS					
	41840348	ID CODE 24 SUPP PKG-INDEX-3 VOLS			$570.24
		CITY CLERK'S OFFICE	BOOKS AND PERIODICALS	$570.24	
			Total For: LEXISNEXIS RISK SOLUTIONS		**$570.24**
Vendor: Lyft Ride Sat 5pm					
	T0028-19618921141398	T0028-TAXI SVCS-ISAC ANNUAL MTG-06/23/24-06/26/24-LANCE BRACE			$42.72
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$42.72	
			Total For: Lyft Ride Sat 5pm		**$42.72**
Vendor: Lyft Ride Sat 7pm					
	T0028-19619195521206	T0028-TAXI SVCS-ISAC ANNUAL MTG-06/23/24-06/26/24-LANCE BRACE			$9.00
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$9.00	
			Total For: Lyft Ride Sat 7pm		**$9.00**
Vendor: Lyft Ride Sat 8pm					
	T0028-19619325806813	T0028-TAXI SVCS-ISAC ANNUAL MTG-06/23/24-06/26/24-LANCE BRACE			$7.38
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$7.38	
			Total For: Lyft Ride Sat 8pm		**$7.38**
Vendor: Lyft Ride Sun 12pm					
	T0028-19621817993887	T0028-TAXISVCS-ISAC ANNUAL MTG-06/23/24-06/26/24-LANCE BRACE			$14.99
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$14.99	
			Total For: Lyft Ride Sun 12pm		**$**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: Lyft Ride Sun 9am					
	T0028-19621423177512	T0028-TAXT SVCS-ISAC ANNUAL MTG-06/23/24-06/26/24-LANCE BRACE			$13.99
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$13.99	
			Total For: Lyft Ride Sun 9am		**$13.99**
Vendor: Lyft Ride Thu 11am					
	T0028-19636444640847	T0028-TAXI SVCS-ISAC ANNUAL MTG-06/23/24-06/26/24-LANCE BRACE			$26.92
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$26.92	
			Total For: Lyft Ride Thu 11am		**$26.92**
Vendor: Lyft Ride Wed 2pm					
	T0028-19633236357905	T0028-TAXI SVCS-ISAC ANNUAL MTG-06/23/24-06/26/24-LANCE BRACE			$9.09
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$9.09	
			Total For: Lyft Ride Wed 2pm		**$9.09**
Vendor: Lyft Ride Wed 3pm					
	T0028-19633362287564	T0028-TAXI SVCS-ISAC ANNUAL MTG-06/23/24-06/26/24-LANCE BRACE			$28.87
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$28.87	
			Total For: Lyft Ride Wed 3pm		**$28.87**
Vendor: Lyft Ride Wed 4pm					
	T0028-19633558885331	T0028-TAXI SVCS-ISAC ANNUAL MTG-06/23/24-06/26/24-LANCE BRACE			$23.52
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$23.52	
			Total For: Lyft Ride Wed 4pm		**$23.52**
Vendor: MOUNTAIN VIEW FAMILY MEDICINE					
	9020RAZON	NEW HIRE PHYSICAL EXAM JEREMY RAZON			$240.00
		POLICE DEPARTMENT	OTHER PROF SERVICE - MEDICAL	$240.00	
			Total For: MOUNTAIN VIEW FAMILY MEDICINE		**$240.00**
Vendor: NEWCO INC					
	898469	WTP: ACH CHEMICAL - LAKE PLANT			$7,784.00
		WATER TREATMENT	CHEMICAL SUPPLIES	$6,549.00	
			Total For: NEWCO INC		**$7,784.00**
Vendor: NORTH 40 OUTFITTERS					
	045316/B	SHOP: BRASS DRAIN PLUG TWIST TOP			$8.98
		WATER DISTRIBUTION	TOOLS	$2.99	
	045367/B-C	ST: TAX CREDIT FOR BALL MOUNT REDUCER -045366/B			$(1.05)
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$(1.05)	
	045401/B	WWTP: 3 GAS CAN POUR SPOUTS			$38.97
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$38.97	
	045321/B	2) TRIMMER LINE - ROW TRIMMING			$89.98
		STREET MAINTENANCE	TURF/GROUND/TREE/PLANT SUPPLIES/EQ	$89.98	
			Total For: NORTH 40 OUTFITTERS		**$1**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: NORTH IDAHO LOCK & KEY					
	61390	4 KEYS FOR PATROL VEHICLES			$20.00
		POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	$20.00	
			Total For: NORTH IDAHO LOCK & KEY		**$20.00**
Vendor: NORTHERN LIGHTS					
	06272024	MONTHLY UTILITIES 5/24/24-6/25/24			$1,100.92
		WATER TREATMENT	ELECTRICITY	$396.70	
			Total For: NORTHERN LIGHTS		**$1,100.92**
Vendor: NSI SOLUTIONS INC					
	436595	WWTP: MINERAL & SEDIMENT TESTING			$844.00
		WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	$844.00	
			Total For: NSI SOLUTIONS INC		**$844.00**
Vendor: Nyrp					
	81551	2)METCRAFT FLOW THROUGH, 2)PUSH BTTN ASSMBLY - BEACH SHOWER TOWE			$419.78
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$419.78	
			Total For: Nyrp		**$419.78**
Vendor: OWEN EQUIPMENT COMPANY					
	00130367	SC: VACTOR TRAINING - JASON A/REX			$651.82
		WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	$651.82	
	00130367-C	SC: REFUND FOR UNATTENDED TRAINING -JASON ADAM & REX EDWARDS			$(651.82)
		WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	$(651.82)	
			Total For: OWEN EQUIPMENT COMPANY		**$0.00**
Vendor: OXARC INC					
	0061744089	WTP: CHLORINE			$15.61
		WATER TREATMENT	CHEMICAL SUPPLIES	$15.61	
	0061767468	WTP: CHLORINE CYL RENTAL			$15.30
		WATER TREATMENT	CHEMICAL SUPPLIES	$15.30	
	0061764766	WWTP: SPLTY GAS CYL RENTAL			$126.30
		WASTEWATER TREATMENT	CHEMICAL SUPPLIES	$126.30	
			Total For: OXARC INC		**$157.21**
Vendor: PASSWORD ANSWER SERVICE INC					
	10252882	AFTER HOURS ANSWR SVCS JUL'24			$205.51
		PUBLIC WORKS ADMINISTRATION	TELEPHONE - LANDLINE & OTHER	$205.51	
			Total For: PASSWORD ANSWER SERVICE INC		**$205.51**
Vendor: PELICANCORP ONE CALL INC					
	INV-0616	UTILITY LOCATOR SERVICE- JUNE 2024			$407.40
		WATER DISTRIBUTION	TELEPHONE - LANDLINE & OTHER	$203.70	
		WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	$203.70	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	INV-0581	UTILITY LOCATOR SERVICES - MAY '24			$499.80
		WATER DISTRIBUTION	TELEPHONE - LANDLINE & OTHER	$249.90	
		WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	$249.90	
			Total For: PELICANCORP ONE CALL INC		**$907.20**
Vendor: PEND OREILLE PEDALERS INC					
	2024-001	SEG 106-DSGN/CNSTRCT/EQUIP/MTRLS/DECOMISH OLD TRL/ROAD			$84,960.00
		WATER CAPITAL PROJECTS	TECH SERVICES - TIMBER SALES & LAND M	$84,960.00	
			Total For: PEND OREILLE PEDALERS INC		**$84,960.00**
Vendor: PUBLIC SAFETY TESTING INC					
	2024-688	RECRUIT, PROCESS, TEST FOR FIRE- APR'24-JUN'24			$133.00
		FIRE DEPARTMENT - SANDPOINT	EDUCATION/TRAINING SUPPLIES	$133.00	
			Total For: PUBLIC SAFETY TESTING INC		**$133.00**
Vendor: QUICK TURN DESIGNS LLC					
	2024-3	2 MOTOROLA RADIOS FOR DET VEHICLES			$1,425.00
		POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	$1,425.00	
			Total For: QUICK TURN DESIGNS LLC		**$1,425.00**
Vendor: SANDPOINT BUILDING SUPPLY					
	2471043	4) TREATED 2X6 10', 4) TREATED 2X6 12' - WINDBAG MARINA			$126.75
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$126.75	
			Total For: SANDPOINT BUILDING SUPPLY		**$126.75**
Vendor: SANDPOINT SUPER DRUG					
	24960/1	BAR & CHAIN OIL			$21.99
		FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	$21.99	
			Total For: SANDPOINT SUPER DRUG		**$21.99**
Vendor: SHAWN HENDERSON					
	000981 REIMB	BOOT REIMB - SHAWN HENDERSON FY '24			$125.00
		STREET MAINTENANCE	UNIFORM & CLOTHING	$125.00	
			Total For: SHAWN HENDERSON		**$125.00**
Vendor: SIMPLOT PARTNERS					
	216073365	FERTILIZER & GRASS SEED - PARKS & CITY ROW			$3,590.00
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$1,332.00	
			Total For: SIMPLOT PARTNERS		**$3,590.00**
Vendor: SMS AUTOMOTIVE & MARINE INC					
	2195	UPFITTING DETECTIVE VEHICLE- 2021 BRONCO			$1,639.25
		POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	$1,639.25	
			Total For: SMS AUTOMOTIVE & MARINE INC		**$1,639.25**
Vendor: SOUTH FORK HARDWARE (FIRE)					

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	380508	GROUND CONNECTOR & SILICONE SEALANT			$30.98
		FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	$30.98	
			Total For: SOUTH FORK HARDWARE (FIRE)		**$30.98**
Vendor: SOUTH FORK HARDWARE (PARKS)					
	379975	MRTC ACD REPL GAL, 2) 16PK BATTERY ALK - MEMORIAL			$59.97
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$59.97	
	379821	1/2 ARROW T-50 STAPLES - SPORTS COMP			$5.49
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$5.49	
	379912	TANK LVR, FLPPR, 2) 4" YEL CBL TI, BIT DRLL - LAKEVIEW			$56.45
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$56.45	
			Total For: SOUTH FORK HARDWARE (PARKS)		**$121.91**
Vendor: SOUTH FORK HARDWARE (PUB WKS)					
	377170	WWTP: 10" FENCE PLIERS			$19.99
		WASTEWATER TREATMENT	TOOLS	$19.99	
	378727	WTP: WINDOW WASH 1 GALLON/AIR FILTER			$16.48
		WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$16.48	
			Total For: SOUTH FORK HARDWARE (PUB WKS)		**$36.47**
Vendor: Spokane International Air					
	T0029-97234	T0029-PARKING-ISAC ANNUAL MTG-06/23/24-06/26/24-ADAM SKOOG			$54.00
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$54.00	
	T0028-97234	T0028-PARKING-ISAC ANNUAL MTG-06/23/24-06/26/24-LANCE BRACE			$54.00
		INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	$54.00	
	T0034-88861	T0034-PARKING-BLUECROSS COMM HEALTH GRANT ACAD 2024-JEREMY GRIMM			$9.00
		MAYOR'S OFFICE	TRAINING AND TRAVEL	$9.00	
			Total For: Spokane International Air		**$117.00**
Vendor: SPOKANE TESTING SOLUTIONS					
	16692	NON-DOT TEST-UTILITY LOCATOR			$60.00
		WATER DISTRIBUTION	OTHER PROF SERVICE - MEDICAL	$60.00	
			Total For: SPOKANE TESTING SOLUTIONS		**$60.00**
Vendor: STONEWAY ELECTRIC SUPPLY					
	S104397653.001	WWTP: CONDUIT/CONDUIT CONNECTOR			$16.03
		WASTEWATER TREATMENT	FACILITY SUPPLIES	$16.03	
			Total For: STONEWAY ELECTRIC SUPPLY		**$16.03**
Vendor: TORK ELECTRIC INC					
	7831-1	SWITCH & GFCI OUTLET-PLANNING OFFICE REMODEL			$428.60
		PARK MAINTENANCE & CAPITAL	TECH SERVICES - ELECTRICAL	$0.00	
	7834	BANDSCREEN INSTALLATION ELECTRICAL - WWTP			$11,460.00
		WASTEWATER CAPITAL PROJECTS	CAPITAL EQUIPMENT & MACHINERY	$11,460.00	
			Total For: TORK ELECTRIC INC		**$11,8**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: Uber Trip					
	T0034-062124	T0034-TAXI-COMM HEALTH GRANT ACAD 2024-JEREMY GRIMM			$12.84
		MAYOR'S OFFICE	TRAINING AND TRAVEL	$12.84	
			Total For: Uber Trip		**$12.84**
Vendor: USA BLUE BOOK					
	INV00410123	2" GASKET WITH PTFE RING			$169.42
		WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$169.42	
	INV00413292	WTP: 2 BOTTLES RUST REMOVER			$57.10
		WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$57.10	
			Total For: USA BLUE BOOK		**$226.52**
Vendor: WASTE MANAGEMENT OF IDAHO INC					
	0233744-1827-7	REFUSE/WASTE CHGS-JUNE '24			$4,536.00
		GOVERNMENT BUILDING & GROUNDS DI	DISPOSAL (GARBAGE) SERVICES	$576.00	
	070524	RESIDENTIAL REFUSE & WASTE - JULY '24			$47,998.01
		SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	$47,998.01	
			Total For: WASTE MANAGEMENT OF IDAHO INC		**$52,534.01**
Vendor: WATERFRONT PROPERTY MANAGEMENT					
	53813	FUEL FOR FIRE BOAT - 1191			$158.23
		FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	$158.23	
			Total For: WATERFRONT PROPERTY MANAGEMENT		**$158.23**
Vendor: WESTERN STATES EQUIPMENT CO					
	IN002830399	WTP: 175KW GENERATOR WITH ATS - LP			$66,172.00
		WATER TREATMENT	CAPITAL EQUIPMENT & MACHINERY	$66,172.00	
	IN002828280	ST: SNWBLWR GSKTS/CAMSHAFT/ARM ASSMBLY			$3,001.41
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$3,001.41	
			Total For: WESTERN STATES EQUIPMENT CO		**$69,173.41**
Vendor: Wm Supercenter #2485					
	054977	BALLOONS & HELIUM TANK			$27.98
		POLICE DEPARTMENT	MEETINGS (NOT RELATED TO TRAINING)	$27.98	
	093474	RETIREMENT CARD			$4.98
		POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$4.98	
			Total For: Wm Supercenter #2485		**$32.96**
Vendor: WORKPLACE LAW GROUP PC					
	WL100018	LABOR NEGOTIATION SERVICES-MAY'24			$11,135.80
		CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURC	$11,135.80	
			Total For: WORKPLACE LAW GROUP PC		**$11,135.80**
Vendor: ZIPLY FIBER					
	0989-062524	PHONE CHGS 06/25/24-07/24/24			$

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	$60.22	
	1464-062224	PHONE CHGS CITYHALL- 06/22/24-07/21/24			$640.50
		WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	$194.07	
	3469-062524	PHONE CHGS - TURTLE ROCK 06/25/24-07/24/24			$42.44
		WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	$42.44	
			Total For: ZIPLY FIBER		**$743.16**
063024-SURA		SANDPOINT URBAN RENEWAL AGENCY	MAY'24 TAX RECEIPTS COLLECTED	$35,789.34	**$35,789.34**

Council Payables Total: $ 1,027,593.36

Signature: _____ Date: _____

Printed Name: _____

City of Sandpoint

Financial Report on Cash and Investment Transactions

May 31, 2024

FUND	BALANCE 4/30/24	DEBIT	CREDIT	BALANCE 5/31/24
General Fund Undesignated	8,509,297	1,454,536	1,635,115	8,328,717
General Fund Designated - Reserves	7,359,806	-	-	7,359,806
General Fund Designated - Other	1,559,107	193,673	30,004	1,722,776
Special Revenue:				
Fiber	107,406	466	-	107,872
Impact Fees	2,624,750	22,861	15,299	2,632,311
Recreation	470,054	18,077	17,259	470,873
Park Capital Improvement	6,406,127	52,944	230,025	6,229,046
Enterprise:				
Sanitation	483,698	71,102	64,593	490,207
Water	6,121,497	312,598	272,347	6,161,748
Water - Reserve Capital	9,623,470	64,548	444,510	9,243,507
Water - Reserve Watershed Protection	562,171	13,365	-	575,537
Water - Restricted	133,617	413	-	134,030
Wastewater	5,263,417	488,324	431,611	5,320,129
Wastewater - Reserve I&I Collection	1,830,015	7,939	-	1,837,953
Wastewater - Reserve Capital	11,394,661	67,446	-	11,462,106
Water and Wastewater Debt Service	953,177	448,645	444,510	957,312
Fiduciary:				
LID Guarantee	37,104	161	-	37,265
LID Combined	207,440	900	-	208,340
Payroll Benefit Clearing	537,187	443,838	458,993	522,032
GRAND TOTAL	64,184,000	3,661,835	4,044,267	63,801,568

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

Sarah Lynds

Sarah Lynds, Finance Director
City of Sandpoint, Idaho

City of Sandpoint
Cash and Investments
May 31, 2024

Description	City's Balance
Wells Fargo Bank	
Checking Account	869,395
Idaho State Investment Pool	
State Investment Pool Account	62,931,673
Cash on Hand	
Petty Cash	500
Total	63,801,568

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

Sarah Lynds

Sarah Lynds, Finance Director
City of Sandpoint, Idaho

AGENDA REPORT

City Council Meeting

TODAY'S DATE: July 3, 2024

MEETING DATE: July 17, 2024

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Construction Manager

SUBJECT: Approve Construction Contract A24-3170-3 to Interstate Concrete and Asphalt Co for the 2024 Paving Maintenance Project – Fir Street

DESCRIPTION/BACKGROUND:

In 2020, the City engaged an independent specialist, Infrastructure Management Services (IMS) to produce a Pavement Condition Assessment of all streets in Sandpoint. This assessment utilized a van equipped with laser sensors to collect data every 100 feet, objectively measuring pavement cracking, texture, rutting, roughness, cross fall, crown, grade, and radius of curvature across all streets. The findings help inform the City where, when, and how to invest in pavement maintenance.

The 2024 Paving Maintenance Project is located on Fir Street, as recommended in the Pavement Condition Assessment. The project includes removal of existing deteriorated asphalt and repaving of approximately five blocks of Fir St, between Division Ave & Jefferson Ave and Ella Ave & Forest Ave. This project also includes replacement of aging utility infrastructure, upsizing the existing 6-inch cast iron watermain (located between Washington Ave and Division Ave) to an 8-inch C900 watermain, replacing sewer laterals/connections, and replacing stormwater catch basins.

On 2024, City Council approved the preliminary design for the project and authorized staff to finalize the construction documents and advertise the project for construction bids.

The project was bid in accordance with Idaho Code 67-2805(2), Category A and the City of Sandpoint procurement requirements. Bids were opened on July 2, 2024. A total of three bids were received. After evaluation of bids, Interstate Concrete and Asphalt Co. was determined to be the lowest responsive and responsible bidder. A summary of the bid results is attached.

The project will be completed by early fall of 2024. Adjacent property owners will be notified prior to start of construction. Local access to private properties will be maintained at all times. Funding for this project is by the Street General Fund, Resort City Tax, Water Fund and Sewer Fund.

STAFF RECOMMENDATION:

Staff recommends approval of contract A24-3170-3 - Interstate Concrete and Asphalt Co. in the total amount of $502,159.10 for the 2024 Paving Maintenance Project – Fir Street 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

ATTACHMENTS:

Proposed Resolution

2024 Paving Maintenance Project – Fir Street - Bid Summary

A24-3170-3 Interstate Concrete and Asphalt Co Contract

BID RESULTS OVERVIEW
BID NO. 24-3170-3 2024 PAVING MAINTENANCE - FIR ST PROJECT
Prepared By: City of Sandpoint
Date: July 2, 2024 2:00:00PM

Bidder	Total Bid
INTERSTATE CONCRETE AND ASPHALT	$502,159
WOODS CRUSHING AND HAULING	$542,770
BIG SKY ID	$560,370

Apparent Lowest Bidder: **INTERSTATE CONCRETE AND ASPHALT**

No: 24-
Date: July 17, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AGREEMENT WITH INTERSTATE CONCRETE AND ASPHALT CO. FOR 2024 FIR STREET PAVING MAINTENANCE PROJECT (CITY AGREEMENT NO. A24-3170-3)

WHEREAS: In 2020, the City engaged Infrastructure Management Services (IMS) to produce a Pavement Condition Assessment (PCA) of Sandpoint streets, which utilized a van equipped with laser sensors to collect data every 100 feet, objectively measuring pavement cracking, texture, rutting, roughness, cross fall, crown, grade, and radius of curvature across all streets, with the findings helping to inform the City where, when, and how to invest in pavement maintenance;

WHEREAS: The 2024 Paving Maintenance Project is planned for Fir Street, as recommended in the PCA, and includes removal of existing deteriorated asphalt and repaving of approximately five blocks of Fir between Division Avenue and Jefferson Avenue and Ella Avenue and Forest Avenue, along with replacement of aging utility infrastructure, upsizing the existing 6-inch cast iron watermain between Division and Washington Avenue to an 8-inch C900 watermain, replacing sewer laterals/connections, and replacing stormwater catch basins;

WHEREAS: On May 15, 2024, under Resolution No. 24-032, City Council approved the preliminary design for the 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 rules, with the three bids received by the City opened on July 2, 2024, following the submission deadline;

WHEREAS: Following evaluation of bids, it was determined that Interstate Concrete and Asphalt Co. was the lowest responsive and responsible bidder; and

WHEREAS: The project will be completed by early fall of 2024 with funding from the Streets General Fund, Resort City Tax, Water Fund and Sewer Fund.

NOW, THEREFORE, BE IT RESOLVED THAT: The Agreement with Interstate Concrete and Asphalt Co. for the 2024 Fir Street Paving Maintenance Project (City Agreement No. A24-3170-3), a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby awarded to Interstate Concrete and Asphalt Co. in the amount of $502,159.10.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee, as applicable, is authorized to execute this agreement.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

Docusign Envelope ID: D1388EFD-0A65-43F2-B3B2-4A1BFB5A524C

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

This Agreement is by and between City of Sandpoint, Idaho ("Owner") and Interstate Concrete and Asphalt Co ("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. Pavement rehabilitation to include asphalt removal and replacement and related items of work along a portion of Fir Street in Sandpoint, Idaho.

ARTICLE 2—THE PROJECT

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

City of Sandpoint – 2024 Paving Maintenance Project: Fir Street.

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 Century West Engineering ("CWE").

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 **September 13, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 27, 2024**.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by

Docusign Envelope ID: D1388EFD-0A65-43F2-B3B2-4A1BFB5A524C

Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $250.00 for each day that expires after such time until the Work is completed and ready for final payment.

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

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    a. 95 percent of the value of the Work completed (with the balance being retainage).
    b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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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 **10** sheets with each sheet bearing the following general title: **2024 Paving Maintenance Project: Fir Street.**
8. Addenda (number 1).
9. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

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

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

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

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

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

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

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

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

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

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

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

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

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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 July 18, 2024 (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Sandpoint *(typed or printed name of organization)*	Interstate Concrete and Asphalt Co. *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: Docusigned by: Jason Johnston 0A30B3C722544B4... *(individual's signature)*
Date: _____ *(date signed)*	Date: 7/10/2024 *(date signed)*
Name: _____ *(typed or printed)*	Name: Jason Johnston *(typed or printed)*
Title: _____ *(typed or printed)*	Title: Construction Manager *(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: City Clerk 1123 Lake Street Sandpoint, ID 83864	Address for giving notices: Interstate Concrete & Asphalt 1000 Baldy Mountain Road Sandpoint, ID 83864
Designated Representative: Name: Holly Ellis *(typed or printed)* Title: Construction Manager *(typed or printed)*	Designated Representative: Name: Samuel Williams *(typed or printed)* Title: Project Manager *(typed or printed)*
Address: 1123 Lake Street Sandpoint, ID 83864	Address: 1000 Baldy Mountain Road Sandpoint, ID 83864
Phone: _____ 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: 208-290-2670 Email: samuel.williams@interstate-ica.com License No.: N/A *(where applicable)* State: N/A

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SPECIAL PROVISIONS

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.

The terms used in these Special Provisions have the meanings stated in the General Conditions. Additional terms used in these Special Provisions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Special Provisions is the same as the address system used in the ISPWC.

SECTION 201 CLEARING AND GRUBBING AND REMOVAL OF OBSTRUCTIONS

PART 4 MEASUREMENT AND PAYMENT

Delete Paragraph 4.1.D in its entirety, and insert the following in its place:

4.1.D Removal of Existing Pavement: By the horizontal square yard. Includes full compensation for all materials, labor, and equipment necessary for completing the work including haul, disposal, and all appurtenances not itemized in the Bid Schedule. Saw cutting of existing pavement shall be incidental to this Bid Item.

1. Bid Schedule Payment References: 201.4.1.D.1
2. Bid Schedule Description: Removal of Existing Pavement … square yard (SY).

SECTION 202 EXCAVATION AND EMBANKMENT

PART 3 WORKMANSHIP

Delete paragraph 3.7 C. and replace with the following:

3.7 EXCAVATION OF UNSUITABLE MATERIAL

C. Repair material shall consist of placing geotextile fabric meeting the requirements of Section 2050 on the bottom and sides of the area excavated to be repaired and filling and compacting the repair area with Rock Cap meeting the requirements of ITD Open Graded Base, Class 1 (Rock Cap).

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PART 4 MEASUREMENT AND PAYMENT

Add the following at the end of the first paragraph:

4.5.B. Payment by the square yard includes the geotextile fabric, rock cap material, compaction and all incidentals to complete the repair.

Delete Paragraph 4.7.A in its entirety and replace with the following:

4.7.A Haul: All materials, labor and equipment necessary for completing the hauling and disposal of Unsuitable Material is incidental to that pay item.

SECTION 303 EXPLORATORY EXCAVATION

PART 4 MEASUREMENT AND PAYMENT

Supplement Paragraph 4.1 with the following:

4.1 Exploratory excavation is incidental to other work. No separate measurement or payment will be made.

SECTION 305 PIPE BEDDING

PART 2 MATERIALS

Delete Section 2.2 in its entirety, and insert the following in its place:

2.2 Type I Bedding Material: Bedding material will meet the requirements of Section 802 Crushed Aggregates, ¾ in. (Type I) or as approved by the City Engineer.

SECTION 306 TRENCH BACKFILL

PART 2 MATERIALS

Add the following new paragraphs immediately after Paragraph 306.2.1.D

E. Controlled-density fill (CDF) material is not allowed for use as backfill material.

F. Field testing will be performed by the Contractor's third party, independent and qualified tester.

Delete Section 2.2 in its entirety, and insert the following in its place:

2.2 Native Trench Backfill Material. Native material will not be allowed for use as trench backfill.

PART 4 MEASUREMENT AND PAYMENT

Delete Section 306.4.1 in its entirety, and insert the following in its place:

4.1 Imported Trench Backfill for installation of pipes will be incidental to the pipe being installed.

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SECTION 307 STREET CUTS AND SURFACE REPAIRS

PART 2 MATERIALS

Add the following new paragraphs immediately after Paragraph 2.6:

2.7 Plant Mix Asphalt for Miscellaneous Surface Restoration (Paved Surfaces)

A. Plant Mix Pavement for Miscellaneous Surface Restoration (Paved Surfaces) shall comply with the requirements of Section 810, Paragraph 2.1.D Superpave Method Design Criteria, Mixture Type SP-3 or as approved by the City Engineer.

2.8 Gravel for Miscellaneous Surface Restoration (Gravel Driveway & Shoulder)

A. Gravel for Miscellaneous Surface Restoration (Gravel Driveway & Shoulder) shall comply with the requirements of Section 802 – Crushed Aggregates, 3/4 in. (Type I) or as approved by the City Engineer.

B. Compact subgrade and gravel to a minimum of 95% of maximum density as measured by AASHTO T99.

C. Suitable Soil for Shoulder Swales may be existing topsoil as approved by the Engineer. Existing topsoil must be stripped and segregated from subsurface materials. If the Engineer does not approve replacement of existing topsoil, the Contractor will provide imported topsoil from an approved source. Source must be approved by the Engineer prior to delivery to the site.

D. Hydroseed and mulch for Shoulder Swales shall meet the requirements of Section 206 – Permanent Erosion Control. Seed mix shall be Lakeshore Brand Eco-Turf or approved equal. Submit proposed seed mix to Engineer review and approval prior to procuring and placement.

PART 3 WORKMANSHIP

Delete Section 3.1 in its entirety and replace with the following:

3.1 GENERAL REQUIREMNTS

A. Provide surface repair as required for the installation of new pavement, as indicated in the plans and as direct by the City Engineer

Delete Paragraphs 307.3.3.A, B, and C in entirety, and insert the following in its place:

3.3.A If roadway soft spots are encountered following removal of existing pavement, the full extents are to be reviewed and approved by the City Engineer at the time of construction.

3.3.B If directed by the City Engineer, Contractor is to remove roadway base materials in soft spot areas to the depth indicated in the plans.

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3.3.C Compact subgrade and place subgrade separation geotextile and base/top course crushed aggregate as directed by the City Engineer and detailed in the plans.

Delete Paragraph 3.12.C Gravel Shoulders in its entirety and replace with the following:

3.12.C Gravel Shoulders.

1. Incidental Work: Restoration and reshaping of gravel shoulders within 3 feet of the edge of pavement will be incidental to other pay items.

2. Depth: Minimum of 3 inches or to the existing depth, whichever is greater.

3. Material: Type I Crushed Aggregate.

Add the following new paragraphs immediately after Paragraph 3.13 D:

3.14 MISCELLANEOUS SURFACE RESTORATION (Gravel Driveway & Shoulder)

A. Restore/regrade surfaces as indicated in the plans and/or directed by the Engineer not being paid for under another bid item to include, but not limited to: gravel roadway, driveway and alleys plans that are disturbed during the execution of the work.

B. Regrade surfaces and construct shoulder swales as indicated in the plans and/or directed by the Engineer.

C. Construct per plans and specifications. Adjust final grading as directed by the City Engineer prior to finalizing work.

D. Gravel for Miscellaneous Surface Restoration (Gravel Driveway & Shoulder) will be paid for under pay item 802.4.1.B.1 – Crushed Aggregate for Base Type I.

3.15 MISCELLANEOUS SURFACE RESTORATION (Paved Surfaces)

A. Restore/regrade surfaces as indicated in the plans and/or as directed by City Engineer not being paid for under another bid item to include, but not limited to: paved driveways that are disturbed during the execution of the work to a condition that meets or exceeds the preconstruction condition.

B. Compact subbase and/or base course to a minimum of 95% of maximum density as measured by AASHTO T99.

C. Prior to placement of new asphalt, neatly sawcut the edges of existing concrete, asphalt, or other paved surfaces to provide a clean joint.

D. Sawcut along existing score lines or expansion joints if score lines or expansion joints are within 4 feet of the edge of the work.

Docusign Envelope ID: D1388EFD-0A65-43F2-B3B2-4A1BFB5A524C

E. Remove pavement that has been damaged, broken, or is unsound and provide a smooth edge for joining new pavement.

F. Asphalt pavement thickness is to match existing pavement depth. In no case shall pavement thickness be less than 3 inches.

G. In asphalt pavement tack all cold joint surfaces with emulsion which as been "broken" prior to patching.

H. Construct per plans and specifications. Adjust final sub-grading as directed by the City Engineer prior to finalizing work.

I. Plant Mix Pavement for Miscellaneous Surface Restoration (Paved Surfaces) will be paid for under pay item 810.4.1.A.1 – Plant Mix Pavement.

SECTION 401 WATER PIPE AND FITTINGS

PART 2 MATERIALS

Delete Paragraph 2.6.A in its entirety, and insert the following in its place:

2.6.A Couplings:

1. Main Line Couplings: Romac Alpha wide range restraining coupling or approved equal. Install per manufacturers requirements and as directed by the City Engineer.

PART 3 WORKMANSHIP

Delete Paragraph 3.1.G in its entirety, and insert the following in its place:

3.1.G Contractor shall coordinate with the City of Sandpoint prior to any water main shutdown. A minimum of 72-hour notice is required. Work must occur on a weekday between the hours of 9 am and 4 pm to minimize impacts to users.

SECTION 402 HYDRAULIC VALVES

PART 2 MATERIALS

Add the following new paragraph immediately after Paragraph 2.8:

2.9. Electronic Marking System (EMS) Mid-Range Marker: 3M Mid-range Marker #1257 or approved equal.

PART 3 WORKMANSHIP

Add the following new paragraph immediately after Paragraph 3.2.F:

3.2.G. Install an Electronic Marking System (EMS) Mid-Range Marker at each main line water valve. Position as directed by the City Engineer and per manufacturers requirements.

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SECTION 404 WATER SERVICE LINE AND METERS

PART 2 MATERIALS

Delete Paragraph 2.4.C.1 in its entirety, and insert the following in its place:

2.4.1.1 Couplings:

1. Service Line Couplings: A.Y. McDonald Pak Coupling or approved equal. Install per manufacturers requirements and as directed by the City Engineer.

Add the following new paragraph immediately after Paragraph 2.4.H:

2.4.I. Electronic Marking System (EMS) Mid-Range Marker: 3M Mid-range Marker #1257 or approved equal.

PART 3 WORKMANSHIP

Delete Paragraph 3.2.A in its entirety, and insert the following in its place:

3.2.A Contractor shall coordinate with the City of Sandpoint and property owner prior to any service interruption. A minimum of 72-hour notice is required. Work must occur on a weekday between the hours of 9 am and 4 pm to minimize impacts to users. Disruption of service shall not exceed 4 hours in duration. Service disruptions greater than 4 hours must be pre-approved by the City Engineer. Temporary water service and metering may be required at no additional cost to the City.

Add the following new paragraph immediately after Paragraph 3.2.L:

3.2.M. Install an Electronic Marking System (EMS) Mid-Range Marker at each main line water valve and each water service curb stop. Position as directed by the City Engineer and per manufacturers requirements.

PART 4 MEASUREMENT AND PAYMENT

Delete Paragraph 4.1.A. in its entirety, and insert the following in its place:

A. Existing Water Service Reconnection: Per each as specified. Bid Item includes excavation, bedding, backfill, service tap and saddle, corporation stop, service pipe, fittings, connection to existing service line, and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 404.4.1.A.1.
2. Bid Schedule Description: Existing Water Service Reconnection…each (EA)

SECTION 501 GRAVITY SEWERS

PART 3 WORKMANSHIP

Delete Paragraph 3.4.C.3.b in its entirety and insert the following in its place:

Docusign Envelope ID: D1388EFD-0A65-43F2-B3B2-4A1BFB5A524C

a. Final Testing: Perform final testing prior to surface restoration in the presence of the Engineer.

SECTION 504 SEWER SERVICES

PART 2 MATERIALS

Delete Paragraph 2.2.F in its entirety and insert the following in its place:

F. Service Saddle Connections

1. Rigid Saddles: LMT or LMK Saddle Kit or approved equal as necessary to create a watertight seal between the saddle, mainline, and service line.

G. Service Line Couplings

1. Couplers: Fernco Strong Back FC1000 coupling, Romac 501, MaxAdaptor, Husky 4200 and 7000 Series couplings with sleeve, or approved equal to create a watertight seal between the joined pieces of service pipeline. All clamps, straps, nuts, bolts, and washers shall be stainless steel.

2. Couplers shall provide watertight connection and smooth pipe invert.

3. Couplers shall provide watertight connection and smooth pipe invert.

Add the following new paragraph immediately after Paragraph 2.3.A:

B. Install an Electronic Marking System (EMS) Mid-Range Marker #1258, or approved equal, at the strong back coupling for each sewer service connection.

PART 3 WORKMANSHIP

Add the following to Paragraph 3.3.C:

4. Installation on Cured-in-Place Pipe (CIPP)
   a. The surface crown of the pipe shall be cleaned with high pressure water leaving the surface free of debris.
      i. If the LMT saddle is going to be installed to a CIPP lining, the original host pipe will be broken away from the lining around the entire circumference of the lining and beyond the saddle length by 2 inches on each side. Care must be taken not to damage the CIPP lining the host pipe.
      ii. If the LMT saddle is going to be installed onto a host pipe, the pipe must be clean and free of debris in all areas that the saddle will make contact with the pipe.
      iii. If new lateral service connection, the saddle shall be placed on the lining or host pipe and the opening marked for the location of the service line. The saddle is removed and the service opening will be cut into the lining or host pipe.

   b. The saddle riser shall be connected to the new section of PVC pipe (4 or 6-inch SDR 35) utilizing a solvent weld or a push gasket joint.

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c. The LMK Adhesive will be applied to the underside of the saddle. The adhesive shall be smoothed out with the supplied applicator stick.

d. The saddle/PVC pipe assembly will be snapped onto the exposed CIPP Lining or directly to the host pipe.
   i. The saddle is attached to the host pipe encompassing more than fifty percent (50%) of the pipe diameter. The LMT saddle shall be a self-supporting component which allows the resin to cure without affecting the integrity of the seal to the host pipe.
   ii. Two quick bands (four total) that are provided in the kit shall be attached to each end of the saddle around the circumference of the pipe to ensure no slippage during curing process or during backfilling while the adhesive completely cures.
   iii. Once secure, the adhesive will be smoothed out around the new service opening and the host lining or pipe ensuring an optimal finished product.

Add the following new paragraph immediately after Paragraph 3.8:

10. OTHER CONSIDERATIONS
   A. Groundwater and Dewatering
      1. Groundwater may be encountered during progression of the Work. The likelihood of encountering groundwater increases during winter and spring months.

      2. Contractor shall be responsible for all dewatering activities necessary to complete the Work per the Contract Documents and shall coordinate with the Owner to identify an appropriate discharge location for dewatering activities, if necessary. Dewatering is incidental to other Bid Items.

PART 4 MEASUREMENT AND PAYMENT

Delete Paragraph 4.1.A in its entirety and insert the following in its place.

4.1 Use the following unit price as designated in the Bid Schedule:

   A. Sewer Service Line – 4-inch. By the linear foot, in accordance with the types allowed in the Contract Documents, as measured along the horizontal centerline of the pipe. Includes pipe, pressure testing, other testing, fittings, connections (to existing service line), markers, excavation for laterals, bedding, import backfill, testing, inspection coordination, dewatering, surface restoration, sewage bypass, determining sanitary sewer service line alignment, material, and condition in the right-of-way, and all other pipe, fittings, adapters, and appurtenances required for service line installation not otherwise itemized in the Bid Schedule. This payment item excludes the two feet of sewer service pipeline included with the Sewer Service Connection to Main pay items.

      1. Bid Schedule payment reference: 504.4.1.A.1

      2. Bid Schedule description: Sewer Service Line – 4-inch…Linear Foot (LF)

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Delete Paragraph 4.1.D in its entirety and insert the following in its place:

4.1 Use the following unit price as designated in the Bid Schedule:

D. Sewer Service Connection to Main. Per each for the type and size of connection, as required. Includes determining the location of the sewer service connection to the mainline, saddle, and other approved fitting per the Specifications, core drilling, fittings, connections, two feet of sewer lateral pipeline, testing, inspection coordination, sewage bypass, dewatering, all appurtenances required for connecting a sewer service line to a mainline, and all other items not itemized on the Bid Schedule.

1. Bid Schedule payment reference: 504.4.1.D.1
2. Bid Schedule description: Sewer Service Connection to Main…Each (EA)

SECTION 601 CULVERT, STORM DRAIN AND GRAVITY IRRIGATION PIPE

PART 2 MATERIALS

Add the following new paragraphs immediately after paragraph 2.5

2.5 SCREEN CAP

A. Screen caps for PVC pipe shall be 6" Round Grate, NDS-50 Model 20 or approved equal.

SECTION 602 STORM DRAIN INLETS, CATCH BASINS, MANHOLES AND GRAVITY IRRIGATION STRUCTURES

PART 2 MATERIALS

Add the following new paragraphs immediately after Paragraph 2.11:

2.12 CONNECTION OF NEW CATCH BASINS TO EXISTING STORM SEWER PIPE

A. Pipe used to connect new catch basins to existing storm sewer pipe will be Solid Wall PVC meeting the requirements of Section 601 – Culvert, Storm Drain, and Gravity Irrigation Pipe as shown on the drawings or as approved by the City Engineer.

B. Couplings for connecting new pipe materials to existing storm sewer main pipe will be Fernco RC 5000 Shield couplings with stainless steel shield or approved equal.

PART 3 WORKMANSHIP

Add the following new paragraphs immediately after Paragraph 3.14:

3.15 CONNECTION OF NEW CATCH BASINS AND MANHOLES TO EXISTING STORM SEWER PIPE

A. Verify location, condition, type, and size of existing main line pipe prior to beginning work.

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1. Notify Engineer if condition of pipe is not suitable for making the required connection.

B. Provide a minimum of 3 feet of new pipe between catch basin and connection to existing storm sewer pipe.

1. Interior pipe size to match or exceed interior dimension of existing pipe being connected to.

C. Assure consistent pipe invert at pipe connections.

Delete Paragraph 4.1.A in its entirety, and insert the following in its place:

A. Storm Drain Manhole: Per each as detailed in the drawings. Pipe material and work required to connect new manhole to existing main line pipe and new catch basins is incidental to this pay item.

1. Bid Schedule Payment Reference: 602.4.1.A.1.
2. Bid Schedule Description: Storm Drain Manhole …each (EA)

Delete Paragraph 4.1.F in its entirety, and insert the following in its place:

F. Catch Basin: Per each as detailed in the drawings. All materials and effort required for removal and replacement of curb and gutter, grading area surrounding catch basins and pipe material required to connect new catch basin to existing storm sewer pipe is incidental to this pay item.

1. Bid Schedule Payment Reference: 602.4.1.F.1.
2. Bid Schedule Description: Catch Basin …each (EA)

SECTION 1001 CONSTRUCTION SITE MANAGEMENT

PART 4 MEASUREMENT AND PAYMENT

Delete Paragraph 4.1.A in its entirety, and insert the following in its place:

4.1.A Sediment Control and Construction Site Management: by the lump sum for all work associated with erosion and sediment control, and construction site management, including developing and maintaining a Stormwater Pollution Prevention Plan (SWPPP) if required, all required appurtenances for construction site housekeeping, sediment collection, runoff diversion, storm drain and channel protection, access control, dust control, and health and safety. All Stormwater Best Management Practices (BMPs) shall be incidental to this pay item.

1. Bid Schedule Payment References: 1001.4.1.A.1.
2. Bid Schedule Description: Sediment Control and Construction Site Management…lump sum (LS).

SECTION 1103 CONSTRUCTION TRAFFIC CONTROL

PART 3 WORKMANSHIP

Delete Paragraph 3.1.B in its entirety, and insert the following in its place:

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3.1.B. Contractor shall submit a Traffic Control Plan to the City Engineer for approval prior to any closures. The Traffic Control Plan shall be in accordance with the MUTCD and specify how the Contractor will minimize the risk to vehicles, motorcycles, and bicycles caused by construction activities, and the lip formed at the lane's edge.

Delete Paragraph 3.1.C in its entirety, and insert the following in its place:

3.1.C. Do not cause unnecessary inconvenience to the public, as determined by the City Engineer.

Delete Paragraph 3.1.E in its entirety, and insert the following in its place:

3.1.E. To accommodate paragraph D above, full roadway closure of up to three blocks may be proposed for a period not to exceed 10 days upon City approval. Intersection closures shall provide flagging and/or an approved detour. Allow residential traffic to pass through the work area. Contractor shall provide measures as necessary to allow emergency vehicle access to all properties at all times.

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 is 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.

PART 2 MATERIALS

NOT USED

PART 3 WORKMANSHIP

3.1. The Contractor shall 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.

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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.

***** END SECTION *****

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CITY OF SANDPOINT

2024 PAVEMENT MAINTENANCE
MAY 2024

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SHEET INDEX

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PLAN AND PROFILE STA 21+80 - 24+50	CU-05
DETAIL SHEET 1	D-01
DETAIL SHEET 2	D-02
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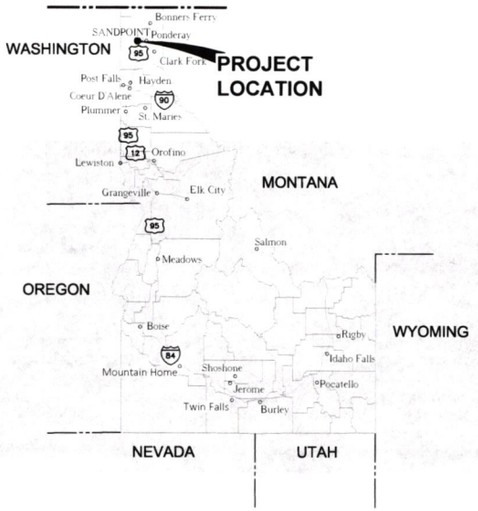

LEGEND

	EXISTING	PROPOSED
WATER LINE	W	W
LIMITS OF CONSTRUCTION		
ADJUST EXISTING WATER VALVE		
ADJUST EXISTING SEWER MANHOLE	S	S
REMOVE AND REPLACE CATCH BASIN		
REMOVE & REPLACE EXISTING ASPHALT		
GAS LINE	G	G
FIBER OPTIC	FO	
OVERHEAD POWER	OHP	

CITY OFFICIALS

MAYOR	JEREMY GRIMM
CITY COUNCIL:	DEB RUEHLE JOEL AISPURO PAM DUQUETTE JUSTIN DICK KYLE SCHREIBER RICK HOWARTH
CIVIL ENGINEER:	BRANDON STAGLUND, P.E.
CONSTRUCTION MANAGER:	HOLLY ELLIS
UTILITIES SUPERVISOR:	ROD BERGET
STREETS SUPERVISOR:	CHET JACKMAN

SANDPOINT

CITY HALL
1123 W. Lake St.
Sandpoint, Idaho 83864
(208) 263-3158

GENERAL NOTES

1. ALL WORKMANSHIP AND MATERIAL SHALL BE IN ACCORDANCE WITH THE 2020 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION AS MODIFIED IN THESE CONTRACT DOCUMENTS.
2. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL. TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE MUTCD.
3. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES AND ADJUST ALL WATER VALVES AND SEWER MANHOLES TO FINISHED GRADE PRIOR TO FINAL PAVEMENT LIFT.
4. THERE ARE NUMEROUS BURIED UTILITIES ON AND AROUND THIS SITE. APPROXIMATE LOCATIONS OF KNOWN UTILITIES HAVE BEEN SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. CONTRACTOR IS RESPONSIBLE TO RESEARCH AND DETERMINE THE EXISTENCE AND TRUE LOCATION OF UTILITIES. CALL BEFORE YOU DIG, 811.
5. ALL CONSTRUCTION ACTIVITY SHALL BE CONFINED TO RIGHT-OF-WAY, UTILITY EASEMENTS AND CONSTRUCTION LIMITS.
6. MAINTAIN AND PROTECT ALL EXISTING CURB AND GUTTER AND DRIVEWAYS.
7. AREAS OF SOFT SPOT REPAIR ARE UNKNOWN. LOCATION AND FULL EXTENTS ARE TO BE REVIEWED AND APPROVED BY THE CITY AT THE TIME OF CONSTRUCTION.
8. RIGHT-OF-WAY LINES ARE REPRESENTATIVE ONLY. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING RIGHT-OF-WAY LIMITS AND STAKING, GRADING, AND ALIGNMENT FOR THE PEDESTRIAN RAMPS.
9. CONTRACTOR SHALL COORDINATE WITH ADJACENT RESIDENTS TO ACCOMMODATE DRIVEWAY ACCESS DURING CONSTRUCTION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION AND SEDIMENT CONTROL.

CONSTRUCTION SET

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PROFESSIONAL ENGINEER REGISTERED 10390 STATE OF IDAHO RYAN J. LUTTMANN
Digitally signed by Ryan Luttmann
Date: 2024.06.28 14:07:21-07'00'

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
0" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS

CENTURY WEST ENGINEERING
SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

DESIGNED BY: RJL
DRAWN BY: AWS
CHECKED BY: RJL
DATE: MAY 2024
PROJECT NO: 51004.007.01
SCALE: AS NOTED

CITY OF SANDPOINT
2024 PAVEMENT MAINTENANCE

COVER

DRAWING NO. CP-01
SHEET NO. 01 of 10

Plotted by: Brett Berger Plot Date:
Path: Z:\Projects\Clark Fork, City of\Phase 1 Water Improvements\CAD_WORKING\XREFs\Titleblock.dwg

Docusign Envelope ID: D1388EFD-0A65-43F2-B3B2-4A1BFB5A524C

CONTROL POINTS			
POINT NO.	NORTHING	EASTING	ELEVATION
198	2412125.0740	2426060.5450	2110.1360
205	2412125.6860	2426160.4300	2110.7700
30218	2412243.7200	2425777.3390	2112.4550

NOTE:

ALL TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY INFORMATION WAS PROVIDED BY GLAHE AND ASSOCIATES. ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT (NAD83). REFER TO DRAWING FOR SPECIFIC LINE AND MONUMENTS USED. ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1988 (NAVD88), COMPUTED USING GEOID18.

100 0 100 200
SCALE IN FEET

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SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

DESIGNED BY: RJL
DRAWN BY: AWS
CHECKED BY: RJL
DATE: MAY 2024
PROJECT NO: 51004.007.01
SCALE: AS NOTED

CITY OF SANDPOINT
2024 PAVEMENT MAINTENANCE PROJECT

VICINITY

DRAWING NO. V-01
SHEET NO. 02 of 10

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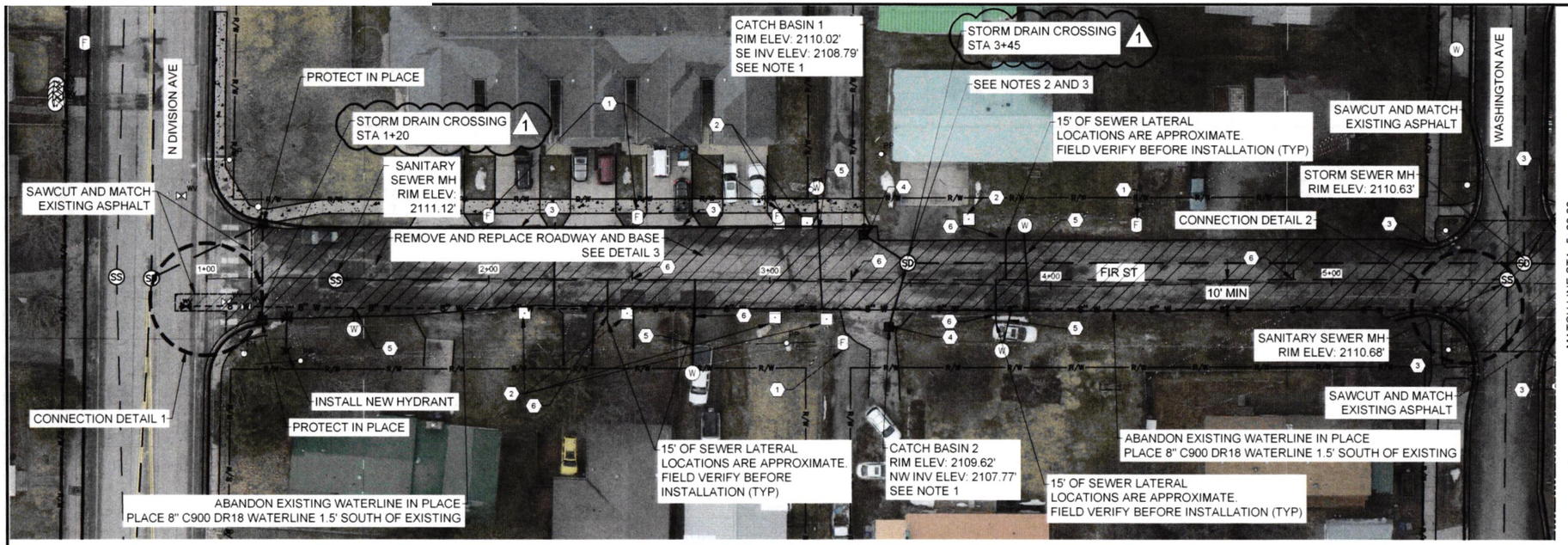
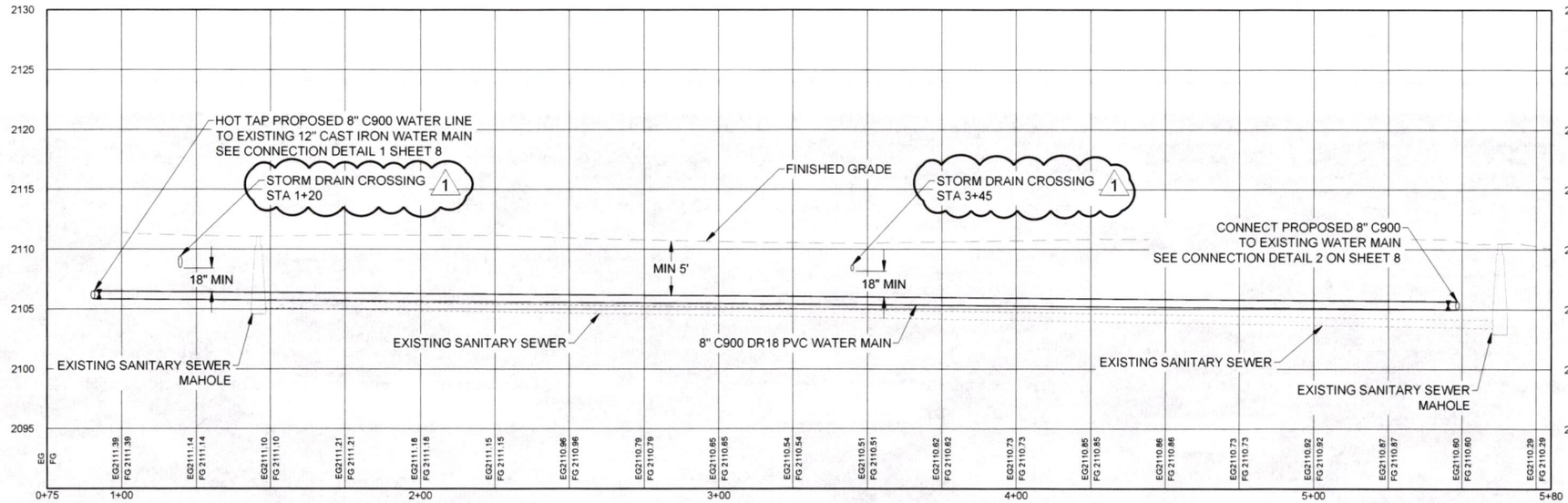


KEY NOTES

1. RETAIN AND PROTECT FIBER UTILITY
2. RETAIN AND PROTECT MAILBOX
3. RETAIN AND PROTECT EXISTING CURB
4. REPLACE CATCH BASIN
5. EXISTING WATER SERVICE RECONNECTION SEE DETAIL 8
6. SEWER SERVICE CONNECTION TO MAIN SEE DETAIL 7



NOTE

1. INSTALL 3' OF PVC 3034 STORM PIPE W/ CATCH BASIN. VERIFY EXISTING PIPE SIZE PRIOR TO INSTALLATION.
2. REPLACE EXISTING STORM SEWER MANHOLE THAT IS BURIED BELOW ASPHALT. SET RIM OF NEW MANHOLE TO FINISHED GRADE AND REPLACE STORM LINES TO CATCH BASINS 1 AND 2 WITH 6" PVC 3034. NEW PIPE FROM CATCH BASINS TO MANHOLE AND MANHOLE TO EXISTING STORM MAIN IS INCIDENTAL TO OTHER BID ITEMS.
3. ELEVATIONS OF PIPE INVERTS IN STORM SEWER MANHOLE ARE UNKNOWN, VERIFY ELEVATIONS BEFORE INSTALLATION.

20 HORZ 0 20 40
5 VERT 0 5 10
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NO.	DATE	BY	APPR	REVISIONS
1	6/28/24	AWS	RJL	STORM DRAIN CROSSING AND STATION CALLOUT

CENTURY WEST ENGINEERING
SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

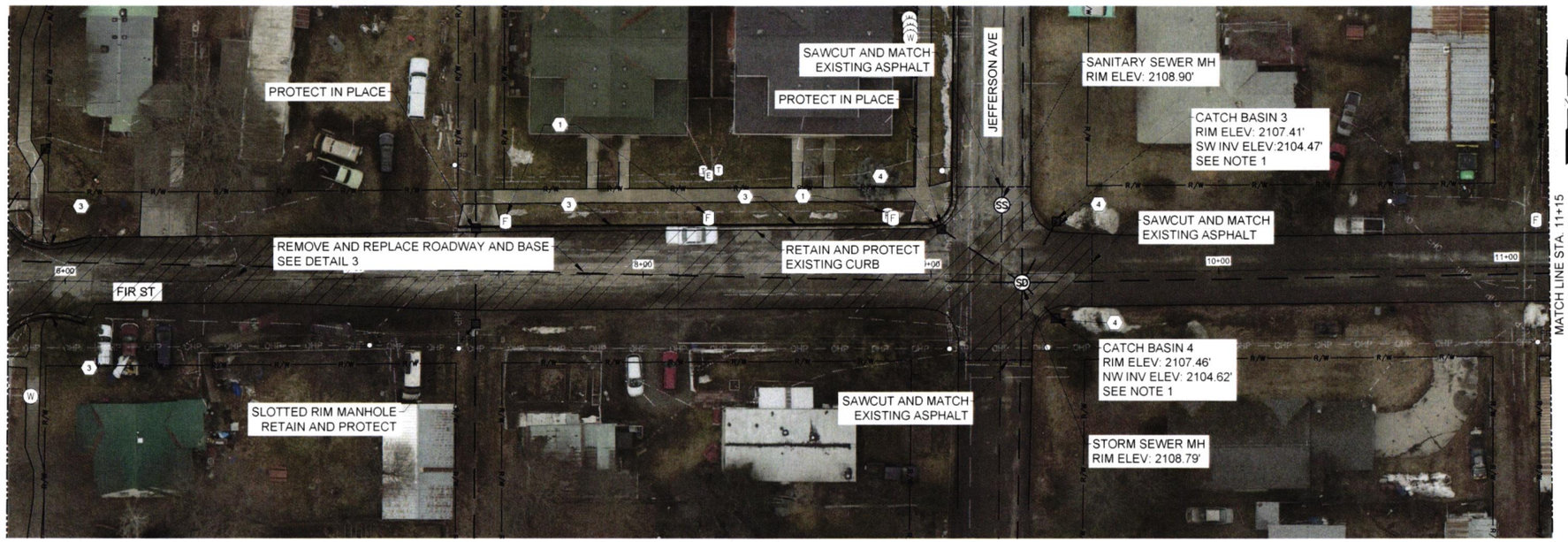
DESIGNED BY: RJL
DRAWN BY: AWS
CHECKED BY: RJL
DATE: MAY 2024
PROJECT NO: 51004.007.01
SCALE: AS NOTED

CITY OF SANDPOINT
2024 PAVEMENT MAINTENANCE PROJECT

CIVIL UTILITIES (CU): PLAN AND PROFILE
STA 0+75 TO STA 5+80

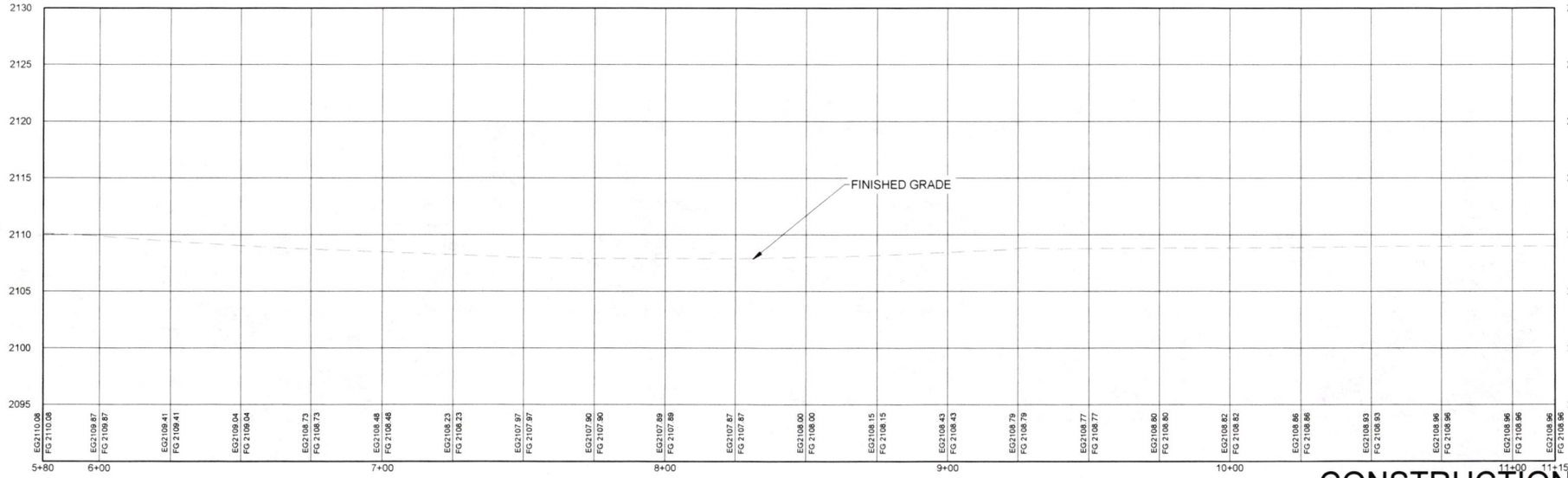
DRAWING NO. CU-01
SHEET NO. 03 of 10

Docusign Envelope ID: D1388EFD-0A65-43F2-B3B2-4A1BFB5A524C



KEY NOTES

1. RETAIN AND PROTECT FIBER UTILITY
2. RETAIN AND PROTECT MAILBOX
3. RETAIN AND PROTECT EXISTING CURB
4. REPLACE CATCH BASIN



NOTE

1. INSTALL 3' OF PVC 3034 STORM PIPE WITH CATCH BASIN. VERIFY EXISTING PIPE SIZE PRIOR TO INSTALLATION.

20 HORZ 0 20 40
5 VERT 0 5 10
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NO.	DATE	BY	APPR	REVISIONS

CENTURY WEST ENGINEERING
SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

DESIGNED BY:	RJL
DRAWN BY:	AWS
CHECKED BY:	RJL
DATE:	MAY 2024
PROJECT NO:	51004.007.01
SCALE:	AS NOTED

CITY SANDPOINT
2024 PAVEMENT MAINTENANCE PROJECT

CIVIL UTILITIES (CU): PLAN AND PROFILE
STA 5+80 TO STA 11+15

DRAWING NO. CU-02
SHEET NO. 04 of 10

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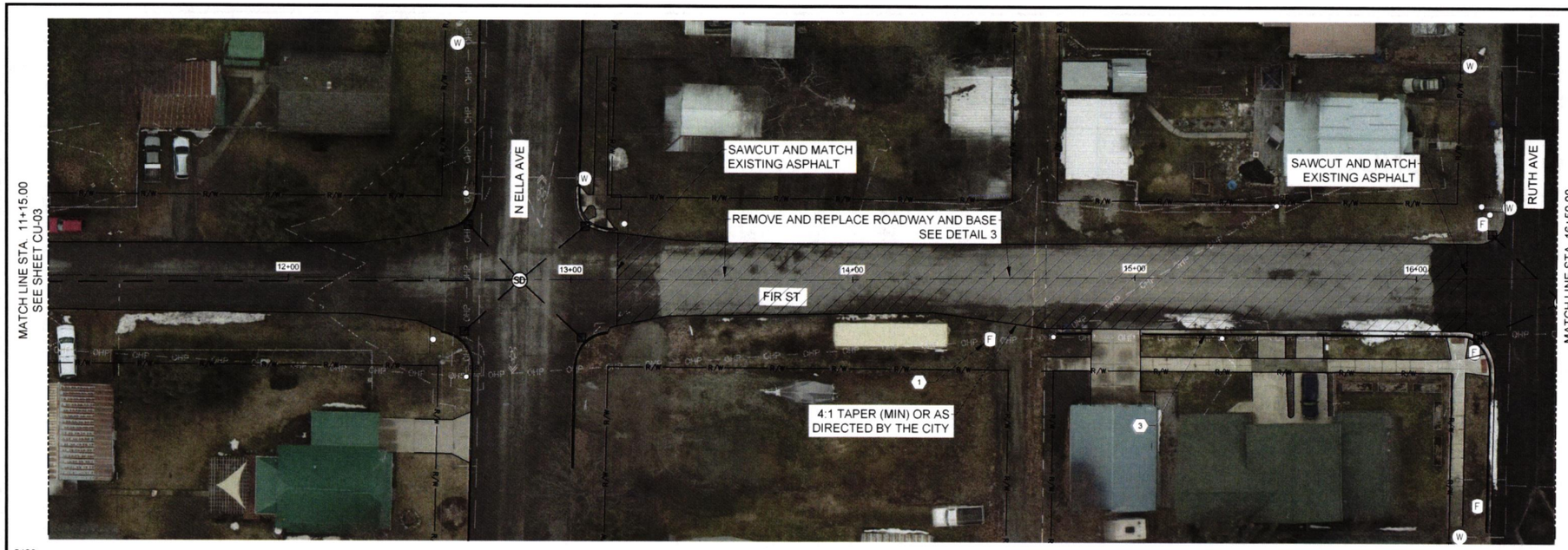
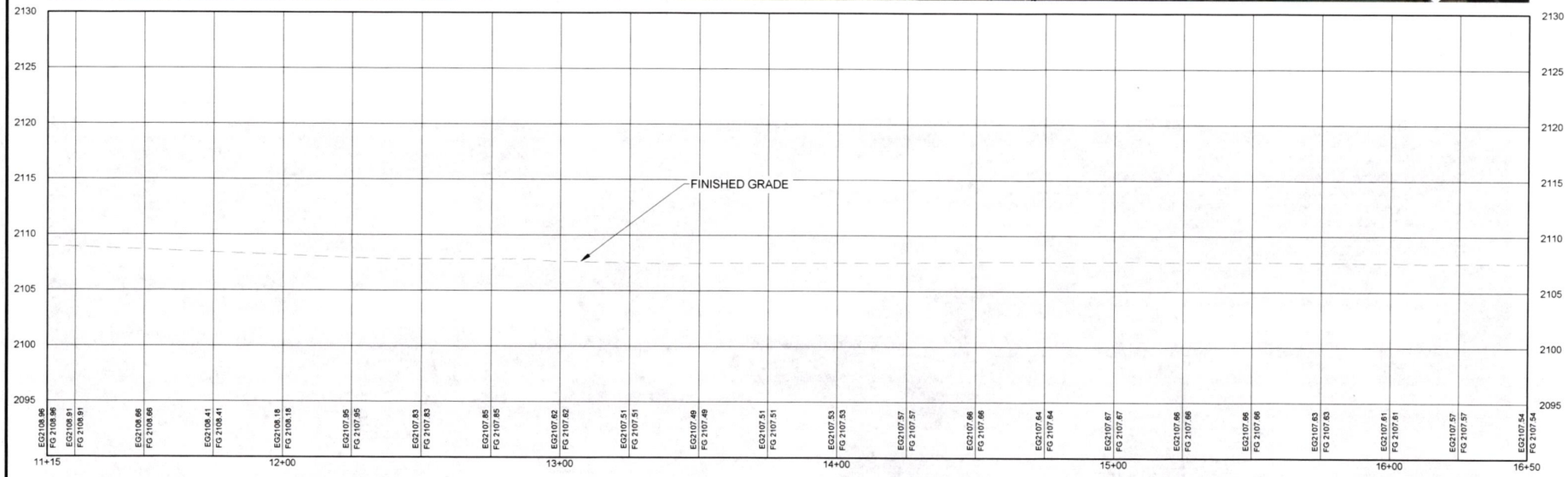


KEY NOTES

1. RETAIN AND PROTECT FIBER UTILITY
3. RETAIN AND PROTECT EXISTING CURB



NOTE

1. INSTALL 3' OF PVC 3034 STORM PIPE WITH CATCH BASIN. VERIFY EXISTING PIPE SIZE PRIOR TO INSTALLATION.

20 HORZ 0 20 40
5 VERT 0 5 10
SCALE IN FEET

811 Know what's below. Call before you dig.

CONSTRUCTION SET

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208.946.4380

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DRAWN BY: AWS
CHECKED BY: RJL
DATE: MAY 2024
PROJECT NO: 51004.007.01
SCALE: AS NOTED

CITY OF SANDPOINT
2024 PAVEMENT MAINTENANCE PROJECT

CIVIL UTILITIES (CU): PLAN AND PROFILE
STA 11+15 TO STA 16+50

DRAWING NO. CU-03
SHEET NO. 05 of 10

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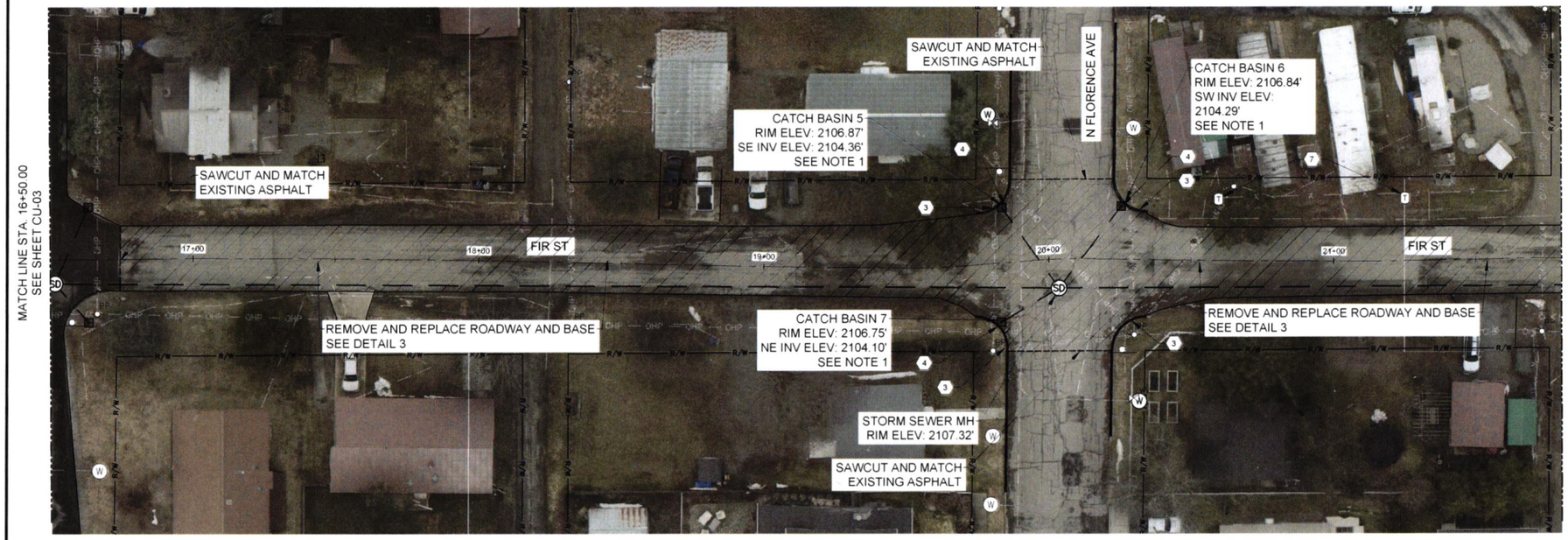
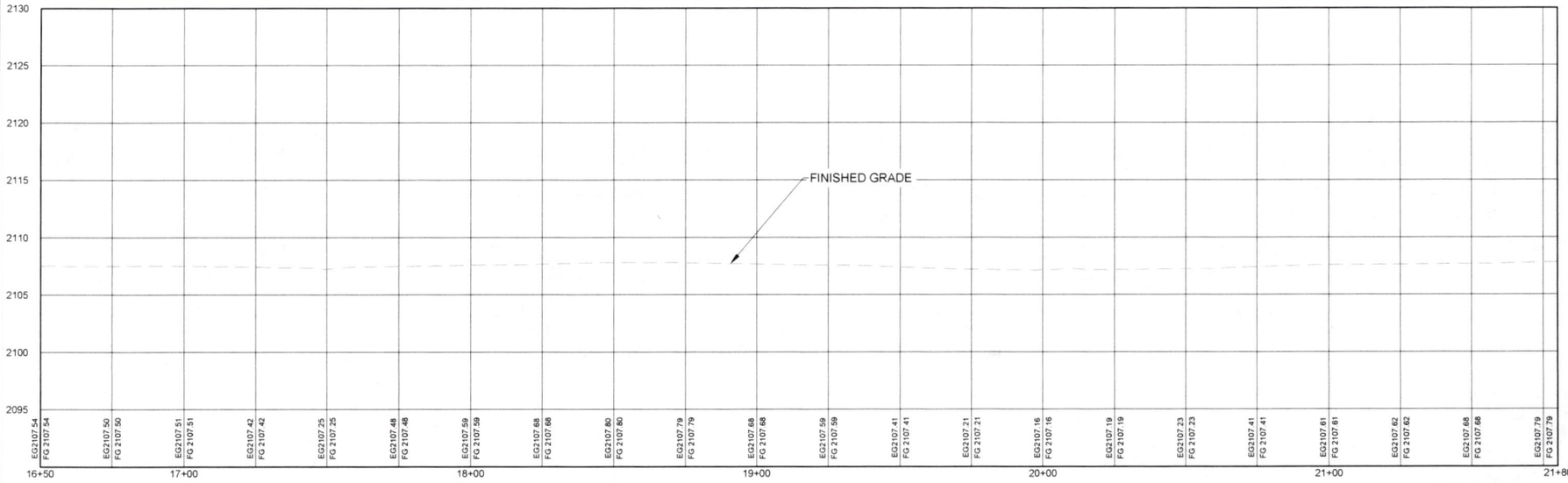


KEY NOTES

1. RETAIN AND PROTECT FIBER UTILITY
2. RETAIN AND PROTECT MAILBOX
3. RETAIN AND PROTECT EXISTING CURB
4. REPLACE CATCH BASIN
7. RETAIN AND PROTECT TELEPHONE UTILITY



NOTE

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5 VERT 0 5 10
SCALE IN FEET

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208.946.4380

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CHECKED BY: RJL
DATE: MAY 2024
PROJECT NO: 51004.007.01
SCALE: AS NOTED

CITY OF SANDPOINT
2024 PAVEMENT MAINTENANCE PROJECT

CIVIL UTILITIES (CU): PLAN AND PROFILE
STA 16+50 TO STA 21+80

DRAWING NO. CU-04
SHEET NO. 06 of 10

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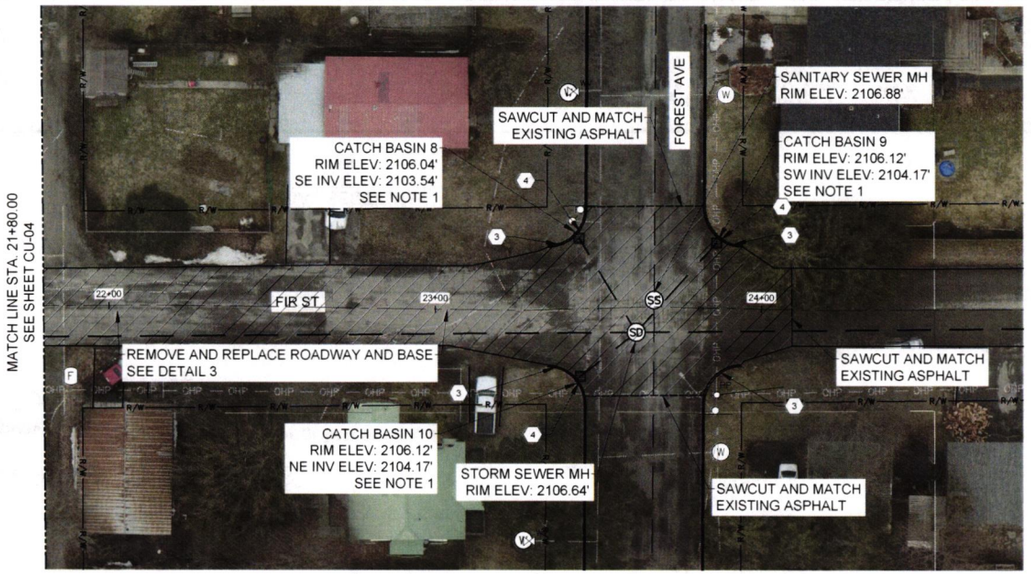
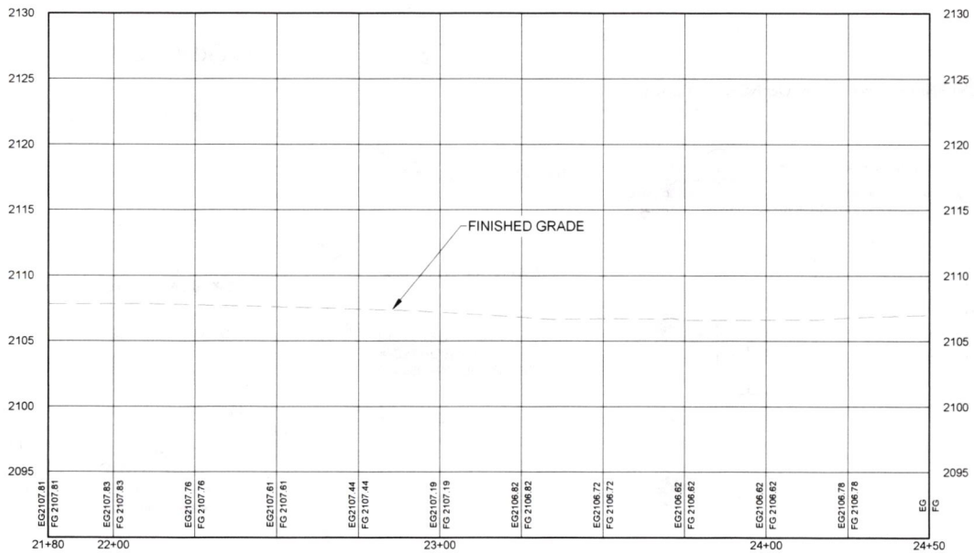


KEY NOTES

1. RETAIN AND PROTECT FIBER UTILITY
2. RETAIN AND PROTECT MAILBOX
3. RETAIN AND PROTECT EXISTING CURB
4. REPLACE CATCH BASIN



NOTE

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5 VERT 0 5 10
SCALE IN FEET

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208.946.4380

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RJL	AWS	RJL	MAY 2024	51004.007.01	AS NOTED

CITY OF SANDPOINT
2024 PAVEMENT MAINTENANCE PROJECT

CIVIL UTILITIES (CU): PLAN AND PROFILE
STA 21+80 TO STA 24+50

DRAWING NO. CU-05
SHEET NO. 07 of 10

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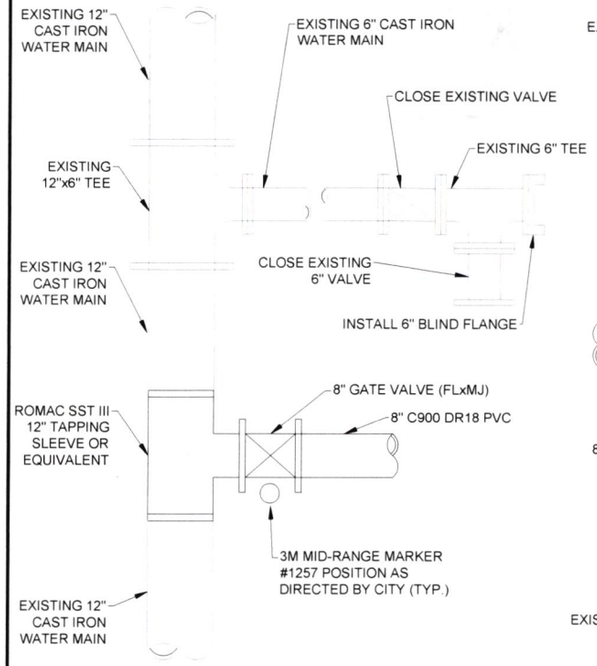
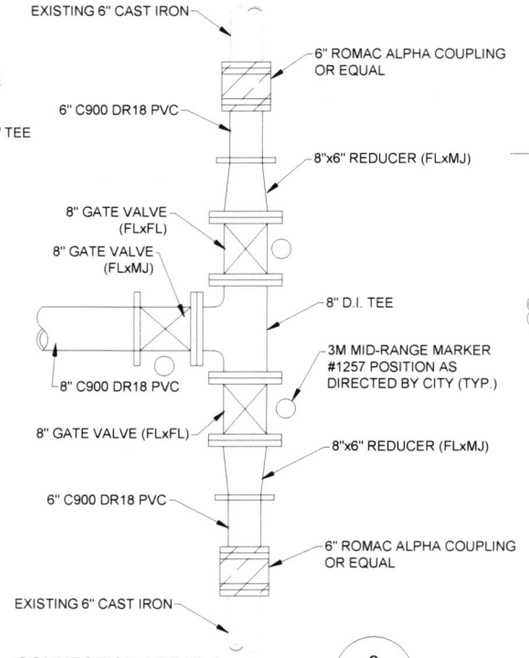


CONNECTION DETAIL 1 — 1 / - — N.T.S.



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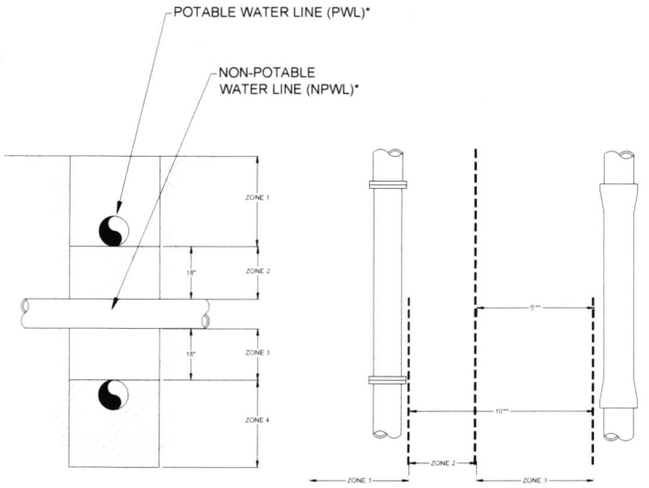


* THE TERM "LINE" APPLIES TO BOTH MAINLINES AND SERVICE LINES. FOR SPECIAL CIRCUMSTANCES REGARDING EXISTING POTABLE OR NON-POTABLE SERVICE LINES, REFER TO IDAPA 58.01.08.542.07.c AND 58.01.16.430.02.o.iii, RESPECTIVELY.
** DISTANCES ARE HORIZONTAL
*** JOINT PLACEMENT APPLIES ONLY TO FACILITY BEING CONSTRUCTED: POTABLE WATER, NON-POTABLE WATER OR BOTH.

POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION — 3 / - — N.T.S.

VERTICAL SEPARATION REQUIREMENTS

ZONE 1: A) PWL AND NPWL MUST BE SEPARATED BY AT LEAST 18" AND B) ONE FULL, UNCUT LENGTH OF PWL OR*** NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.

ZONE 2: A) ONE FULL, UNCUT LENGTH OF PWL OR*** NPWL PIPE MUST BE CENTERED ON THE CROSSING WITH A SINGLE 20' SEGMENT SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.

AND EITHER: B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS WITH A SINGLE 20' SEGMENT FOR A HORIZONTAL DISTANCE OF10' ON BOTH SIDES OF THE CROSSING.

OR C) EITHER THE NPWL OR PWL MUST BE ENCASED WITH A POTABLE WATER CLASS SLEEVE FOR A HORIZONTAL DISTANCE OF 10' ON BOTH SIDES OF THE CROSSING.

ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

ZONE 4: SAME REQUIREMENTS AS ZONE 1 [ITEM A) ONLY] EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

HORIZONTAL SEPARATION REQUIREMENTS

ZONE 1: A) IF CONSTRUCTING BOTH PWL AND NPWL, PIPELINES MUST BE IN SEPARATE TRENCHES.

ZONE 2: A) PWL AND NPWL SEPARATED BY AT LEAST 6' AT OUTSIDE WALLS.

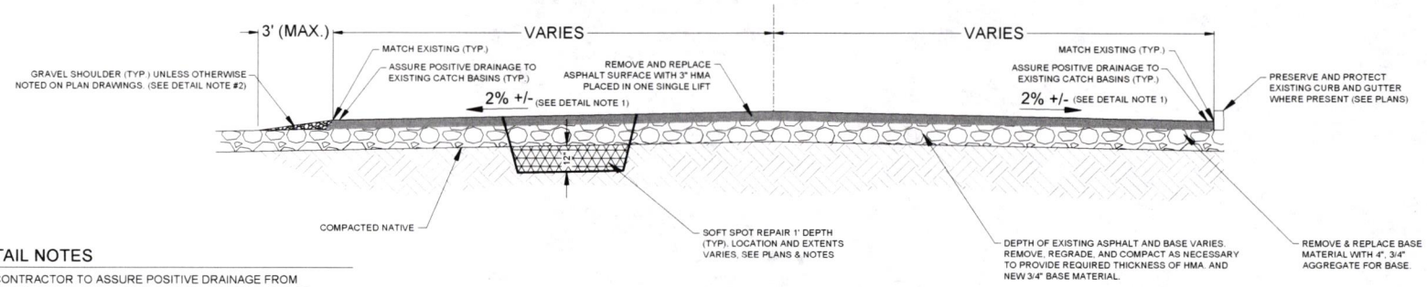
AND B) BOTTOM OF PWL MUST BE ABOVE TOP OF NPWL.

AND EITHER: C) NPWL CONSTRUCTED TO WATER MAIN STANDARDS.

OR D) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ.

ZONE 3: NOT ALLOWED WITHOUT DEQ WAIVER

NOTE: SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEQ.



DETAIL NOTES

1. CONTRACTOR TO ASSURE POSITIVE DRAINAGE FROM APPROXIMATE CENTERLINE CROWN. ADJUST SLOPE AS DIRECTED BY THE CITY TO MEET EXISTING GRADES AT EDGE OF ASPHALT.
2. TYPICAL SHOULDERING WITHIN 3 FEET OF EDGE OF PAVEMENT IS INCIDENTAL TO THE OTHER PAY ITEMS. RESTORATION BEYOND 3 FEET WILL BE PAID AS MISCELLANEOUS SURFACE RESTORATION AS INDICATED ON THE PLAN DRAWINGS AND/OR DIRECTED BY ENGINEER.

TYPICAL SECTION — 4 / - — N.T.S.

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102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

DESIGNED BY: RJL
DRAWN BY: AWS
CHECKED BY: RJL
DATE: APRIL 2024
PROJECT NO: 51020.007.01
SCALE: AS NOTED

CITY OF SANDPOINT
2024 PAVEMENT MAINTENANCE PROJECT

DETAIL SHEET 1

DRAWING NO. D-01
SHEET NO. 08 of 10

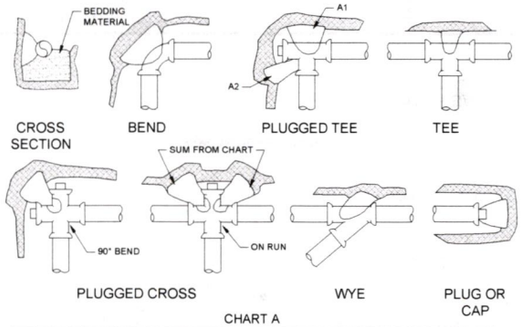


CHART A

SIZE OF FITTING (PIPE DIA.)	THRUST BLOCKING BEARING AREA (SQ.FT.)						
	TEE, WYE, PLUG, CAP	90° BEND, PLUGGED 'X'	PLUGGED TEE (ON RUN) A1	PLUGGED TEE (ON RUN) A2	45° BEND	22 1/2° BEND	11 1/4° BEND
4"	1.80	2.60	2.30	1.70	1.40	0.70	0.40
6"	3.70	5.30	5.20	3.60	2.90	1.50	0.70
8"	6.40	9.10	9.10	6.40	4.90	2.50	1.30
12"	14.70	20.90	20.50	14.40	11.30	5.70	3.00
16"	26.30	37.40	36.00	25.50	20.20	10.20	5.40

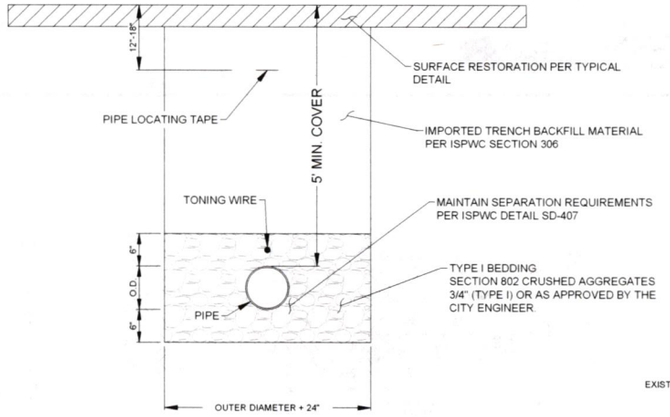
NOTES:

1. THE BEARING AREA SHALL BE EQUALLY DIVIDED ABOVE & BELOW THE CENTERLINE OF THE PIPE.
2. CONCRETE SHALL BE KEPT CLEAR OF JOINTS AND ACCESSORIES.
3. REQUIRED BEARING AREAS SHALL BE AS INDICATED ON CHART A, ADJUSTED WHEN NECESSARY TO CONFORM TO TEST PRESSURE(S) & ALLOWABLE SOIL BEARING STRESS(ES). SEE CHART B, SOIL BEARING.
4. CHART A IS BASED ON A TEST PRESSURE OF 150 PSI & AN ALLOWABLE SOIL BEARING STRESS OF 2,000 LBS. PER SQ. FT.
5. SAFE BEARING LOADS GIVEN IN CHART B ARE FOR HORIZONTAL THRUSTS WHEN THE PIPE COVER EXCEEDS TWO FEET.
6. IN MUCK OR PEAT, ALL THRUSTS MUST BE RESISTED BY PILES OR TIE RODS TO SOLID FOUNDATIONS, OR BY REMOVAL OF THE MUCK OR PEAT & REPLACEMENT WITH BALLAST OF SUFFICIENT STABILITY TO RESIST THE THRUSTS INVOLVED.

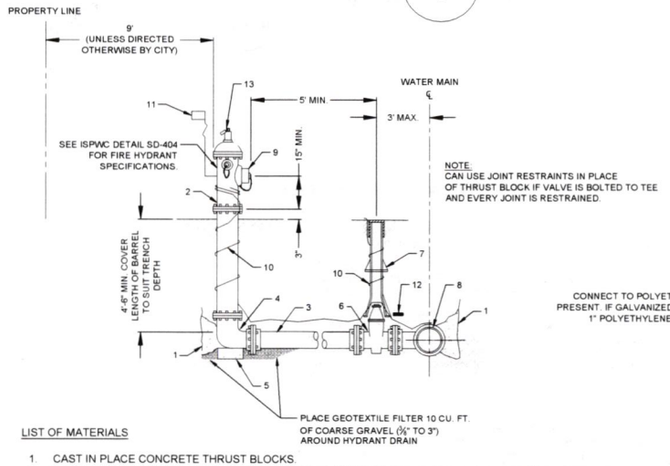
CHART B

BEARING LOADS FOR SOILS	
TYPE OF SOIL	SAFE BEARING LOAD (LBS. PER SQ. FT.)
HARD SHALE	10,000
SAND & GRAVEL (CEMENTED WITH CLAY)	4,000
SAND & GRAVEL	3,000
SOFT CLAY	2,000
MUCK OR PEAT, ETC.	0

THRUST BLOCKING — N.T.S. — 5 / -



WATER TRENCH DETAIL — N.T.S. — 6 / -

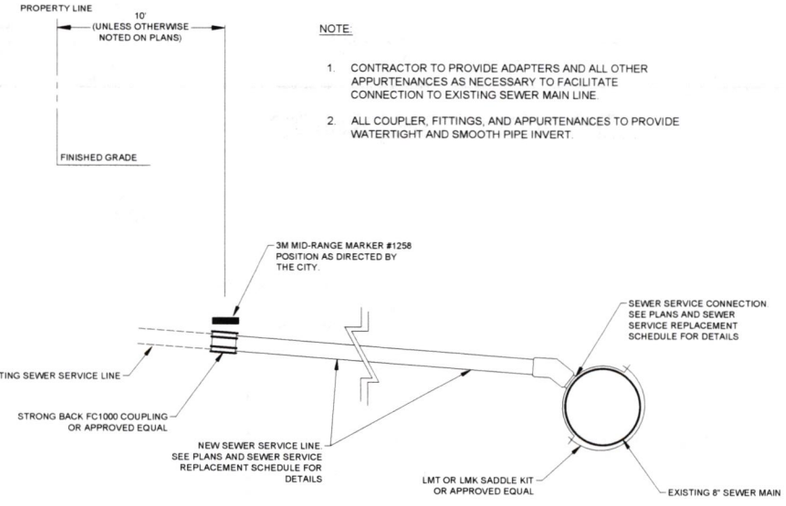


NOTE:
CAN USE JOINT RESTRAINTS IN PLACE OF THRUST BLOCK IF VALVE IS BOLTED TO TEE AND EVERY JOINT IS RESTRAINED.

LIST OF MATERIALS

1. CAST IN PLACE CONCRETE THRUST BLOCKS.
2. FIRE HYDRANT, 5¼" M.V.O. MIN., 6" FLG. SHOE, TWO 2½" HOSE CONNECTIONS AND ONE 4½" PUMPER CONNECTION (N.S.T.), BREAK AWAY FLANGE. WATEROUS OR MUELLER, MODERN STYLE YELLOW IN COLOR W/STORZ ADAPTER, HYDRANT FLAG, AND ALPHA INLET.
3. 6" DIA. PVC WATER LINE.
4. FLxMJ HYDRANT SHOE WITH TWO ⅝" DRAIN HOLES.
5. CONCRETE PAD, 15"x15"x4" MIN.
6. 6" GATE VALVE W/RESILIENT WEDGE, AWWA C-509, FL X ALPHA AND 2" SQ. OPERATING NUT.
7. CAST IRON VALVE BOX I.F.C.C.O. No. 3-C, COVER No. 923-R-(A OR B) BOX AND No. 925-(A, B, C OR D) EXTENSION PIPE.
8. 8"x8"x6" D.I. TEE (MJxFL)
9. STORZ CONNECTOR.
10. 12 GA. TONING WIRE W/DBR SPLICE KIT.
11. SPRING STEEL MARKER FLAG #75193 (RED/WHITE REFLECTIVE) OR APPROVED EQUAL.
12. 3M MID-RANGE MARKER #1257. POSITION AS DIRECTED BY CITY.
13. KINGLOCK K-3 FIRE HYDRANT LOCK

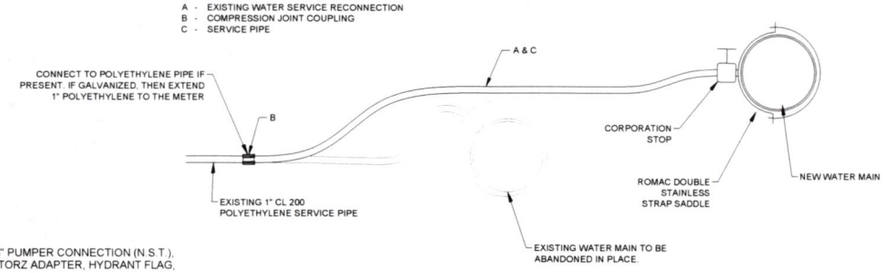
FIRE HYDRANT — N.T.S. — 7 / -



NOTE:

1. CONTRACTOR TO PROVIDE ADAPTERS AND ALL OTHER APPURTENANCES AS NECESSARY TO FACILITATE CONNECTION TO EXISTING SEWER MAIN LINE.
2. ALL COUPLER, FITTINGS, AND APPURTENANCES TO PROVIDE WATERTIGHT AND SMOOTH PIPE INVERT.

SEWER SERVICE CONNECTION:
CONNECT TO EXISTING SEWER MAIN — N.T.S. — 8 / -



EXISTING WATER SERVICE RECONNECTION:
EXTEND EXISTING WATER SERVICE TO NEW WATER MAIN — N.T.S. — 9 / -

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CITY OF SANDPOINT
2024 PAVEMENT MAINTENANCE PROJECT

DETAIL SHEET 2

DRAWING NO. D-02
SHEET NO. 09 of 10

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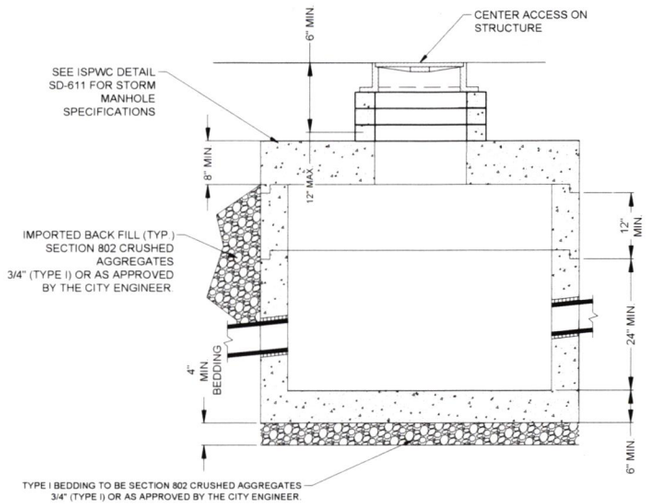
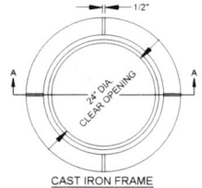


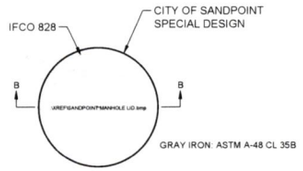
CITY OF SANDPOINT MODIFICATIONS TO ISPWC:

1. USE FLAT TOP SLAB IN SHALLOW APPLICATIONS.
2. NO KNOCKOUTS OR CUTOUTS.
3. DO NOT USE NON-SHRINK GROUT BETWEEN RINGS AND FRAME. USE MASTIC OR RAMNEK.
4. SEAL BETWEEN MH BASE, RISER, AND TOP SLAB/CONE SECTIONS WITH MASTIC OR JK-M860 JOINT WRAP.
5. USE A-LOK OR KOR-N-SEAL MANHOLE ADAPTORS.

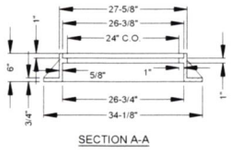
STORM MANHOLE SPECIFICATIONS — 10 — N.T.S. —



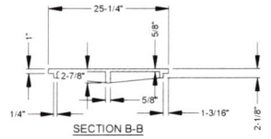
CAST IRON FRAME
MIN. WEIGHT 168 LBS.



DUCTILE IRON COVER
MIN. WEIGHT 118 LBS.



SECTION A-A

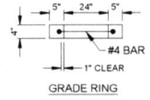


SECTION B-B

NOTES

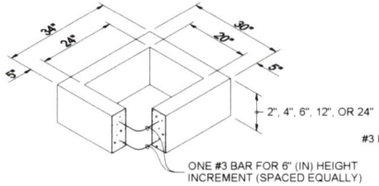
1. MANHOLE RINGS AND LIDS SHALL BE IFCO 828 AND CITY OF SANDPOINT SPECIAL DESIGN. ADJUST ELEVATIONS TO FINISH GRADE USING GRADE RINGS OR AN APPROVED CAST-IN-PLACE ADJUSTMENT METHOD. THE MAXIMUM DISTANCE FROM THE TOP OF THE CONE SECTION TO FINISHED GRADE SHALL BE NO MORE THAN 12 INCHES.
2. MANHOLE RINGS AND COVERS SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS AND MEET THE STRENGTH REQUIREMENTS OF FEDERAL SPECIFICATION RR-F-621E.
3. MATING SURFACES SHALL BE FINISHED TO ASSURE NON-ROCKING FIT WITH ANY COVER POSITION.

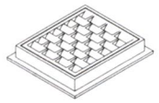
STORM MANHOLE FRAME & COVER — 11 — N.T.S. —



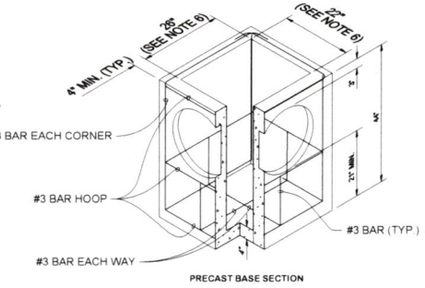
GRADE RING

STORM MANHOLE CONSTRUCTION DETAILS — 12 — N.T.S. —





FRAME AND VANED GRATE

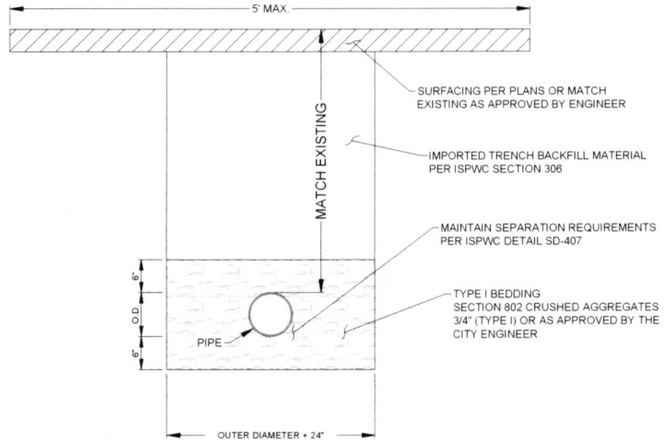


PRECAST BASE SECTION

NOTES:

1. THE KNOCKOUT DIAMETER SHALL NOT BE GREATER THAN 20". KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2" MINIMUM. TO 2.5" MAXIMUM. PROVIDE A 1.5" MIN. GAP BETWEEN THE KNOCKOUT WALL AND THE OUTSIDE OF THE PIPE. AFTER THE PIPE IS INSTALLED, FILL THE GAP WITH JOINT MORTAR IN ACCORDANCE WITH STANDARD SEPCIFICATION SECTION 9-04.3.
2. THE MAXIMUM DEPTH FROM THE FINISHED GRADE TO THE LOWEST PIPE INVERT SHALL BE 5'.
3. THE FRAME AND GRATE MAY BE INSTALLED WITH FLANGE DOWN, OR INTEGRALLY CAST INTO THE ADJUSTMENT SECTION WITH FLANGE UP.
4. THE PRECAST BASE SECTION MAY HAVE A ROUNDED FLOOR, AND THE WALLS MAY BE SLOPED AT A RATE OF 1:24 OR STEEPER.
5. THE OPENING SHALL BE MEASURED AT THE TOP OF THE PRECAST BASE SECTION.
6. ALL PICKUP HOLES SHALL BE GROUTED FULL AFTER THE BASIN HAS BEEN PLACED.
7. STRUCTURAL BACKFILL WITHIN THE ROADWAY SHALL BE SECTION 802 CRUSHED AGGREGATES 3/4" (TYPE I) OR AS APPROVED BY THE CITY ENGINEER.

CATCH BASIN — 13 — N.T.S. —



STORM TRENCH DETAIL — 14 — N.T.S. —

CONSTRUCTION SET

REUSE OF DOCUMENTS

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SANDPOINT

PROFESSIONAL ENGINEER REGISTERED 10390 STATE OF IDAHO RYAN J. LUTTMAN

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS

CENTURY WEST ENGINEERING
SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

DESIGNED BY: RJL
DRAWN BY: AWS
CHECKED BY: RJL
DATE: MAY 2024
PROJECT NO: 51020.007.01
SCALE: AS NOTED

CITY OF SANDPOINT
2024 PAVEMENT MAINTENANCE PROJECT

DETAIL SHEET 3

DRAWING NO. D-03
SHEET NO. 10 of 10

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Docusign Envelope ID: D1388EFD-0A65-43F2-B3B2-4A1BFB5A524C

RFQ No. 24-3170-3
2024 PAVING MAINTENANCE – FIR STREET

ADDENDUM NO. 1

DATE:	July 1, 2024
SUBMISSION DEADLINE:	**Tuesday, July 2, 2024 @ 2:00:00 P.M.**
PAGES:	Addendum (1 page)
	Bid Form (6 pages)

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

SECTION 1-A – BID FORMS

ISPWC 00410 - Bid Form

ARTICLE 3 – BASIS OF BID – UNIT PRICES

Delete Bid Form in its entirely and replace with the attached.

END OF ADDENDUM NO. 1

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

10. *Claim*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.03 *Before Starting Construction*

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

1. A detailed Progress Schedule 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.

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

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Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

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

5.02 *Use of Site and Other Areas*

SC-5.02 Delete Paragraph 5.02.A.2 and insert the following paragraph in its place:

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

5.03 *Subsurface and Physical Conditions*

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

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

5.04 *Differing Subsurface or Physical Conditions*

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

A. Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions

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or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

5.06 *Hazardous Environmental Conditions*

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

A. *Reports and Drawings:* No reports or drawings related to Hazardous Environmental Conditions at the Site are known by Owner.

B. Not used.

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

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

ARTICLE 6—BONDS AND INSURANCE

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.D:

1. All certificates of insurance shall name as additionally insured:
    a. Owner: City of Sandpoint

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap

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employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions). All insurance policies shall contain a Waiver of Subrogation coverage or endorsements.

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

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7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
8. All policies shall contain waiver of subrogation coverage or endorsements.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000.00
Products—Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00
Bodily Injury and Property Damage—Each Occurrence	$1,000,000.00

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000.00

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

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Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$2,000,000.00
General Aggregate	$2,000,000.00

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
General Aggregate	$1,000,000.00

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$500,000.00
Annual Aggregate	$1,000,000.00

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraphs 6.04.B and 6.04.C in their entirety and add the following immediately after Paragraph 6.04.E:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and

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artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

5. extend to cover damage or loss to insured property while in transit.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

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ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

C. Contractor may perform the Work at the Site only between the hours of 7AM and 7PM, Monday thru Friday unless otherwise authorized by the Owner in writing.

7.09 *Permits*

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

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

7.10 *Taxes*

SC-7.10 Add the following paragraph immediately after Paragraph 7.10.A:

B. In the event of the Contractor's default on the payment of taxes, excises, and license fees as set forth in Idaho Code 63-1503, the Owner shall have the authority to withhold from any payment due the Contractor under this contract, the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing authorities to which said Contractor is liable.

7.11 *Laws and Regulations*

SC-7.11 Add the following paragraph immediately after Paragraph 7.11.C:

D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of the Contractor;

1. **Idaho Code Section 63-1501. Definitions.** As used in this act, the following terms shall have the following meanings:

   "Contracting units" shall include the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein.

   "Contractor" shall mean any person, firm, co-partnership, association, or corporation, foreign or domestic, entering into a contract for the construction, erection, repair, or improvement of any kind or character of public works in this state.

   "Taxes" shall mean all taxes, assessments, excises, and license fees authorized to be levied, assessed, and collected under the laws of this state, other than taxes on real property.

   "Taxing unit" shall mean the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein authorized by law to assess, levy and collect taxes.

2. **Idaho Code Section 63-1502. Conditions precedent to contract for public works.** Before entering into a contract for the construction of any public works in this state, the contracting unit shall require as conditions precedent that the contractor be authorized

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to do business in this state and that he furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable then due or delinquent.

3. **Idaho Code Section 63-1503. Contractor for public works to pay or secure taxes—Agreement.** Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:

The Contractor, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

a. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

b. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

c. That in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

4. **Idaho Code Section 44-1002** requires the following: The Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed, the Contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States.

5. **Idaho Code Chapter 19 of Title 54** requires proper licensing of Public Works Contractors.

7.18 *Indemnification*

SC-7.18 Delete Paragraph 7.18.A in its entirety and insert the following paragraph in its place:

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners,

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employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property)other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.02 *Visits to Site.*

SC-10.02 Delete Paragraphs 10.02 in its entirety.

10.03 *Resident Project Representative.*

SC-10.03 Delete Paragraphs 10.03 in its entirety.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by CWE's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of CWE.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

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

13.03 *Unit Price Work*

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

E. *Adjustments in Unit Price*

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

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

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

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

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

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

No Supplementary Conditions in this Article.

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

No Supplementary Conditions in this Article.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

18.07 *Controlling Law*

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

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

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

ARTICLE 19—PROSECUTION OF THE WORK

SC-19.01 *General*

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

SC-19.02 *Cost Reduction Proposals*

B. The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, is not eligible for consideration as a cost reduction proposal.

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

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

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

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

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

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

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

G. Sharing Investigation Costs - As a condition for considering a Contractor's cost reduction proposal, the Engineer reserves the right to require the Contractor to share in the Engineer's costs of investigating the proposal. If the Engineer exercises this right, the Contractor shall provide written acceptance of the condition to the Engineer. Such acceptance will authorize the Engineer to deduct its share of investigation costs from payments due or that may become due to the Contractor under the Contract.

H. Acceptance of Proposal Requirements - If the Contractor's cost reduction proposal is accepted in whole or in part, acceptance will be made by a Change Order. The Contractor's cost of preparing the cost reduction proposal and the Engineer's costs of investigating the proposal, including any portion paid by the Contractor, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred after the Engineer has accepted the proposal, will be included in the cost of the Work attributable to cost reduction measures. If the Engineer accepts the cost reduction proposal, the Change Order that authorizes the cost reduction measures will also address any Contract Time adjustment.

SC-19.03 *Force Account Work*

The Materials, Equipment and labor rates and procedures established in this Section apply to Extra Work ordered by the Engineer to be performed as Force Account Work.

A. Extra Work on a Force Account Basis - Before ordering Force Account Work, the Engineer will discuss the proposed work with the Contractor, and will seek the Contractor's comments and advice concerning the formulation of Force Account Work specifications. The Engineer is not bound by the Contractor's comments and advice, and has final authority to: determine and direct the Materials, Equipment and labor to be used on the approved Force Account Work and to determine the time of the Contractor's performance of the ordered Force Account Work.

B. If the Engineer orders the performance of Extra Work as Force Account Work, the Engineer will record, on a daily basis, the Materials, Equipment, labor, and Special Services used for the Force Account Work during that day. The Engineer and the Contractor shall sign the record daily to indicate agreement on the Materials, Equipment, labor, and Special Services used for the Force Account Work performed on that day.

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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	**Surety**
Name: Interstate Concrete and Asphalt Co Address *(principal place of business)*: **PO Box 1113** **Sandpoint, Idaho 83864**	Name: Address *(principal place of business)*:
Owner	**Contract**
Name: City of Sandpoint Mailing address *(principal place of business)*: 1123 Lake St. Sandpoint, Idaho 83864	Description *(name and location)*: **A24-3170-3 - 2024 Paving Maintenance: Fir Street** Contract Price: **$502,159.10** Effective Date of Contract: **July 18, 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*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or*	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: Interstate Concrete & Asphalt Co Address *(principal place of business)*: **PO Box 1113** **Sandpoint, Idaho 83864**	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)*: **A24-3170-3 2024 Paving Maintenance Project: Fir Street** Contract Price **$502,159.10** Effective Date of Contract: July 18, 2024

Bond

Bond Amount:

Date of Bond:

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

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

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

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

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

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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.

1. 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.
2. 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.
3. 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.
4. The Surety's obligations to a Claimant under this Bond will arise after the following:
    4.1. Claimants who do not have a direct contract with the Contractor
        4.1.1. 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
        4.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    4.2. 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).
5. 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.
6. 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:
    6.1. 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
    6.2. Pay or arrange for payment of any undisputed amounts.
    6.3. 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

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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.

7. 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.

8. 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.

9. 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.

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. 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.

12. 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.

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 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.

14. 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.

15. Definitions

    15.1. *Claim*—A written statement by the Claimant including at a minimum:

        15.1.1. The name of the Claimant;

        15.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

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15.1.3. 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;

15.1.4. A brief description of the labor, materials, or equipment furnished;

15.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

15.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

15.1.7. The total amount of previous payments received by the Claimant; and

15.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

15.2. *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.

15.3. *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.

15.4. *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.

15.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

16. 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.

17. Modifications to this Bond are as follows: **None**

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CITY OF SANDPOINT
BID NO. 24-3170-3
2024 PAVING MAINTENANCE – FIR STREET

PROJECT MANUAL

Bid Release: Tuesday, June 11, 2024

Bids Due: Tuesday, July 2, 2024
No Later Than 2:00:00 p.m. Local Time

City of Sandpoint
1123 Lake Street
Sandpoint, Idaho 83864

SANDPOINT

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PROJECT MANUAL

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PART 1

ADVERTISEMENT FOR BIDS

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ADVERTISEMENT FOR BIDS

Sealed bids will be received by the **City Clerk, City of Sandpoint, at City Hall, 1123 Lake Street in Sandpoint, Idaho 83864, until 2:00:00 p.m. local time on Tuesday, July 2, 2024** for Bid 24-3170-3 - 2024 Paving Maintenance: Fir Street Project. Proposals will be opened and publicly read at the above hour and date at Sandpoint City Hall, City Council Chambers – 1123 Lake Street, Sandpoint, Idaho and virtually via Zoom – link to be provided on Solicitation page.

The project can be summarized to include pavement rehabilitation along a portion of Fir Street, in Sandpoint, Idaho. The work generally includes asphalt removal and replacement, and related items of work.

Plans, specifications, forms and other information are on file for examination at the following locations:

1. City of Sandpoint website: https://www.sandpointidaho.gov/doing-business/solicitations
2. Spokane Regional Plan Center, 209 N Havana St. (PO Box 2968) Spokane, WA 99202
3. Inland Northwest AGC, Abadan Online Planroom: http://www.abadanplanroom.com/
4. Builders Exchange of Washington, Inc. On-Line Plan Center: http://bxwa.com/

A bid bond in the amount of 5% of the total bid amount is required. A Public Works Contractor License for the State of Idaho is required to bid this work. Disadvantaged Business Enterprises are encouraged to submit bids.

Estimated Cost: **$300,000 to $600,000**.

END OF ADVERTISEMENT

Publish: Bonner County Daily Bee – June 11 & June 18

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PART 2

INSTRUCTIONS TO BIDDERS

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ISPWC - BIDDER'S CHECK LIST

The Bidder's Check List is offered to assist the prospective bidder in checking his/her Bid. This checklist does not relieve the bidder from properly completing his/her Bid.

Check off when completed:

1. ✓ Are all blank spaces filled out on Bid Form?
2. ✓ Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?
3. ✓ Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and unit prices must be shown in words and figures.
4. ✓ Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number, evidence of authority to sign, etc.?
5. ✓ Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number?
6. ✓ Have all other subcontractors, suppliers, individuals or entities as required in the Instructions to Bidders been listed, and in the case of subcontractors, their Idaho Public Works Contractor license number?
7. ✓ Have all Addenda been received and acknowledged with the proper signature on the Bid Form?
8. ✓ In order for a Bid to be considered, the Bid form, Bid Security, naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.
9. ✓ Has Bid Security been enclosed?
10. ✓ Has Bidder performed examinations in accordance with the Instructions to Bidders?
11. ✓ Has Bidder included additional information required in Article 15 of the Instructions to Bidders?

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *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.

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

C. *Bidder*—The individual or entity who submits a Bid directly to Owner.

D. *Bidding Documents*—The Instructions to Bidders and the proposed Contract Documents (including all Addenda).

E. *Project Manual* – The complete set of Bidding Documents submitted by the Owner for this bid.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office, City of Sandpoint, website at: https://www.sandpointidaho.gov/doing-business/solicitations or at the other locations identified in the Advertisement for Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder's Idaho Public Works Contractor License No. shall be shown on the Bid Form.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

3.03 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor's License to submit a Bid for this project.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.02 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

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B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2)-reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data";

E. consider the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 There will not be a Pre-Bid conference for this project.

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ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda. The deadline for bidder questions is **three** days prior to Bid Opening. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

7.03 Bidders may **only contact, in writing,** the City of Sandpoint's Grants, Contracts, & Procurement Manager, Cheryl Hughes Garrett Fitzgerald, Grants, Contracts & Procurement Specialist, with any questions at solicitations@sandpointidaho.gov.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of the total bid price amount by certified check, cashier's check, or a Bid bond (on the form attached) issued by a surety meeting the requirements of the Bidding Documents.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – SUBSTITUTE AND "OR-EQUAL" ITEMS

9.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Owner and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Owner as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Owner at least 5 days prior to the date for receipt of Bids. Each such request shall conform to the

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requirements of the Bidding Documents. The burden of proof of the merit of the proposed item is upon Bidder. Owner's decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 10 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.01 Per Idaho Code 67-2310, Bidder shall include in his/her 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. Failure to name Subcontractors as required by this section shall render any Bid submitted by the Bidder unresponsive and void. Use Naming of Subcontractors Form 2020 ISPWC 00440-1.

ARTICLE 11 – PREPARATION OF BID

11.01 The Bid Form is included with the Bidding Documents.

11.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein.

11.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

11.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

11.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

11.06 A Bid by an individual shall show the Bidder's name and official address.

11.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown. Include evidence of authority to sign.

11.08 All names shall be printed in ink below the signatures.

11.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

11.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

11.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in Idaho. Bidder's Idaho Public Works Contractor License Number shall also be shown on the Bid Form.

11.12 Bidder must possess a valid City of Sandpoint Business License prior to award of the Contract.

11.13 There is no "Buy America" requirement for this project.

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11.14 There is no Federal prevailing wage requirement for this project.

ARTICLE 12 – BASIS OF BID; COMPARISON OF BIDS

12.01 *Lump Sum*

A. Not Used.

12.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 13 – SUBMITTAL OF BID

13.01 With each copy of the Bidding Documents, a Bidder is furnished one electronic copy of the Bid Form, and the Bid Bond Form. The Bid Form is to be completed and submitted with the Bid security and the following documents:

A. Submit documents as required by the Bid Form.

13.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked, sealed package with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to City Clerk, City of Sandpoint, 1123 Lake Street, Sandpoint, ID 83864. It is the Bidder's sole responsibility to ensure that its Bid is delivered to the location of the Bid opening at the appointed place and time.

13.03 The Bidding Documents on this project requires the Bidder to submit a bid composed of Bid Schedule A – Base Bid.

A. The Bidder shall submit a price on each and every item of work included in the Base Bid.

ARTICLE 14 – MODIFICATION AND WITHDRAWAL OF BID

14.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

14.02 Relief from Bids. (a) If an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to

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relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.

14.03 Grounds for Relief. The Bidder shall establish to the satisfaction of the public entity that:

a) A clerical or mathematical mistake was made;

b) The Bidder gave the public entity written notice within five (5) calendar days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred; and

c) The mistake was material.

ARTICLE 15 – OPENING OF BIDS

15.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Base Bids and Alternates (if applicable) will be made available to Bidders after the opening of Bids.

ARTICLE 16 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

16.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 17 – EVALUATION OF BIDS AND AWARD OF CONTRACT

17.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids.

17.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

17.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.04 In evaluating Bids, Owner will consider if Bidder holds the requisite Public Works Contractor's License.

17.05 If the Contract is to be awarded, Owner will award the Contract to the qualified Bidder submitting the lowest responsive Bid. The lowest responsive Bid will be determined by the Owner based upon the combination of Base Bid and Additive Alternate(s) (if applicable) that is in the best interest of the Owner.

17.06 The anticipated schedule for this project is as follows:

Bids Due – July 2, 2024

Anticipated Notice of Intent to Award – July 3, 2024

Anticipated City Council Approval – July 17, 2024

Anticipated Award Date and Notice to Proceed – July 24, 2024

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Substantial Completion – September 13, 2024

Final Completion – September 27, 2024

17.07 In accordance with Idaho Administrative Procedures Act (IDAPA) 38.05.01, criteria used to determine responsible Bids may include the following, as determined by the Owner:

A. Standards of Responsibility:

a. Availability of the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate capability to meet all contractual requirements;

b. A satisfactory record of integrity;

c. Qualified legally to contract with the procurement activity and qualified to do business in the State of Idaho;

d. Unreasonably failed to supply any necessary information in connection with the inquiry concerning responsibility;

e. Requisite experience;

f. A satisfactory prior performance record, if applicable; or

g. Difference between the Bidder and the mean of all other bids received.

ARTICLE 18 – CONTRACT SECURITY AND INSURANCE

18.01 The General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 19 – SIGNING OF AGREEMENT

19.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within five (5) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within five (5) business days thereafter, Owner shall deliver one (1) fully signed counterpart to Successful Bidder.

ARTICLE 20 – SALES AND USE TAXES

20.01 Refer to the Bidding Documents for tax requirements. 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 State of Idaho which are applicable during the performance of the Work.

ARTICLE 21 – PROTESTS TO OWNER

21.01 Prior to a submission of a protest relating to or arising from the solicitation for Bids, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions.

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21.02 Protests shall be concise and logically presented to facilitate review by the Owner. Failure to substantially comply with any of the requirements of Paragraph 21.03 of this section may be grounds for dismissal of the protest.

21.03 Protests shall include the following information:

A. Name, address and fax and telephone numbers of the protester;
B. Solicitation or contract number;
C. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
D. Copies of relevant documents;
E. Request for a ruling by the Owner;
F. Statement as to the form of relief requested;
G. All information establishing that the protester is an interested party for the purpose of filing a protest; and
H. All information establishing the timeliness of the protest.

21.04 All protests filed directly with the Owner will be addressed to the manager of Owner or other official designated to receive protests.

21.05 Protests based on alleged apparent improprieties in the Bidding Documents and solicitation procedures or evaluation and award criteria shall be filed at least ten (10) calendar days before the proposal submittal date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of protest is known or should have been known, whichever is earlier, but no later than ten (10) days after the proposal due date.

21.06 Action upon receipt of protest.

A. Upon receipt of a protest before award, a contract may not be awarded, pending resolution of the protest, unless contract award is justified, in writing, to be in the best interest of the Owner.

B. If award is withheld pending Owner resolution of the protest, the Owner will inform the proposers whose proposals might become eligible for award of the contract. If appropriate, the proposers will be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceeding with award pursuant to paragraph 21.06.A.

C. Upon receipt of a protest within ten (10) days after contract award, the Owner shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Owner.

D. Pursuing an Owner protest does not extend the time of obtaining a judicial stay, injunction or other remedy.

E. The Owner shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.

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F. Owner protest decisions shall be well-reasoned, and explain the Owner's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

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PART 3

BID PACKAGE

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SANDPOINT

RFQ No. 24-3170-3
2024 PAVING MAINTENANCE – FIR STREET

ADDENDUM NO. 1

DATE:	July 1, 2024
SUBMISSION DEADLINE:	**Tuesday, July 2, 2024 @ 2:00:00 P.M.**
PAGES:	Addendum (1 page)
	Bid Form (6 pages)

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

SECTION 1-A – BID FORMS

ISPWC 00410 - Bid Form

ARTICLE 3 – BASIS OF BID – UNIT PRICES

Delete Bid Form in its entirely and replace with the attached.

END OF ADDENDUM NO. 1

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SANDPOINT

Bid No. 24-3170-3
2024 PAVING MAINTENANCE – FIR STREET

QUESTIONS & ANSWERS NO. 1

DATE: July 1, 2024

PAGES: QUESTIONS AND ANSWERS (1 PAGE)

Questions & Answers:

This Questions & Answers is not an addendum and DOES NOT form a part of the Contract Documents. Acknowledgement of this Q&A is not required. The following are the questions submitted and answers provided for the project.

Question 1: Would like clarification on Item 202.4.5.B.1. CY or SY?

Answer 1: See Addendum No. 1.

END OF QUESTIONS & ANSWERS NO. 1

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Sandpoint
City Clerk
1123 Lake Street
Sandpoint, ID 83864

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of: cash, a certified check, cashier's check, or a Bid bond (on the form attached) issued by a surety meeting the requirements of the General Conditions.;

B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the General Contract;

C. State of Idaho Public Works Contractor's License No.: _____;

ARTICLE 3—BASIS OF BID—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	LUMP SUM	$ 64,557.75
1001.4.1.A.1.	Sediment Control and Construction Site Management Per Lump Sum	LS	1	LUMP SUM	$ 6,015.65

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1103.4.1.A.1.	Construction Traffic Control Per Lump Sum	LS	1	LUMP SUM	$ 13,742.50
201.4.1.D.1	Removal of Existing Pavement Per Square Yard	SY	6030	$ 4.75	$ 28,642.50
202.4.1.A.1	Excavation Per Cubic Yard	CY	670	$ 34.20	$ 22,914.00
202.4.5.B.1	Unsuitable Materials Excavation Per Square Yard	SY	900	$ 23.45	$ 21,105.00
301.4.1.A.1	Trench Excavation Per Linear Foot	LF	475	$ 23.85	$ 11,328.75
305.4.1.A.1	Class A-1 Pipe Bedding Per Linear Foot	LF	475	$ 55.80	$ 26,505.00
401.4.1.A.1	Water Main Pipe, 8-inch, C900 Per Linear Foot	LF	475	$ 52.00	$ 24,700.00
402.4.1.A.1	Valve, 8-inch, RSVG Per Each	EA	5	$ 4,176.80	$ 20,884.00
403.4.1.A.1	Hydrant Per Each	EA	1	$ 12,167.00	$ 12,167.00
404.4.1.A.1	Ex Water Service Reconnection Per Each	EA	5	$ 2,044.70	$ 10,223.50
504.4.1.A.1	Sewer Service Line (4 inch) Per Each Per Linear Foot	LF	60	$ 44.45	$ 2,667.00
504.4.1.D.1	Sewer Service Connection to Main (4 inch) Per Each	EA	7	$ 1,503.10	$ 10,521.70
602.4.1.A.1	Storm Drain Manhole Per Each	EA	1	$ 5,253.25	$ 5,253.25
602.4.1.F.1	Catch Basin	EA	10	$ 2,459.85	$ 24,598.50
810.4.1.A.1	Plant Mix Pavement Per Ton	TON	1130	$ 116.50	$ 131,645.00
802.4.1.B.1	Crushed Aggregate Base Type 1 Per Ton	TON	1600	$ 40.43	$ 64,688.00
			TOTAL OF BID SCHEDULE A		$ **502,159.10**

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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
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 the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	July 1, 2024

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Bidder has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

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a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: (individual's signature)

Name: Jason Johnston (typed or printed)

Title: Construction Manager (typed or printed)

Date: July 2, 2024 (typed or printed)

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

Attest: Shelley R. Thomas (individual's signature)

Name: Shelley R. Thomas (typed or printed)

Title: Contract Administrator (typed or printed)

Date: July 2, 2024 (typed or printed)

Address for giving notices:

aaron.peterson@interstate-ica.com

Bidder's Contact:

Name: Aaron Peterson (typed or printed)

Title: Project Manager/Estimator (typed or printed)

Phone: 208-290-2679

Email: aaron-peterson@interstate-ica.com

Address:

PO Box 1113

Sandpoint, ID 83864

Bidder's Contractor License No.: (if applicable) RCE-1593

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INTERSTATE
CONCRETE & ASPHALT
A CRH COMPANY

CERTIFICATE OF AUTHORITY

TO: City of Sandpoint for their project: 2024 Paving Maintenance – Fir Street

ENTITY: Interstate Concrete and Asphalt Company

SUBJECT: Jason Johnston

I, Jared M. Wise, Vice President for Interstate Concrete and Asphalt Company, certify that Jason Johnston, Construction Manager of Interstate Concrete and Asphalt Company, has legal authority to sign on behalf of the company in all matters, without the signature of others, including legal contracts and all other business documents, with regards to City of Sandpoint for their project: 2024 Paving Maintenance – Fir Street.

This certificate is issued on the 13th day of June 2024.

Respectfully,

INTERSTATE CONCRETE AND ASPHALT COMPANY CORPORATE SEAL IDAHO

Jared M. Wise
Vice President
Interstate Concrete and Asphalt Company

8849 W. Wyoming Ave • Rathdrum, Idaho 83858 • (208) 765-1144 • Fax (208) 687-4597
P.O. Box 1113 • Sandpoint, Idaho 83864 • (208) 263-0538 • Fax (208) 263-5430
485 Spanish Prairie Rd • Colville, WA 99114 • (509) 684-6257 • Fax (509) 684-2749
"An Equal Opportunity Employer"

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BID BOND (PENAL SUM FORM)

Bidder Name: Interstate Concrete & Asphalt Co. Address *(principal place of business)*: PO Box 1113 Sandpoint, ID 83864	**Surety** Name: Fidelity and Deposit Company of Maryland Address *(principal place of business)*: 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056
Owner Name: City of Sandpoint Address *(principal place of business)*: 1123 Lake Street Sandpoint, ID 83864	**Bid** Project *(name and location)*: 2024 Paving Maintenance: Fir Street Bid Due Date: July 2, 2024
Bond Penal Sum: ***Five percent of amount bid*** Date of Bond: July 2, 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
Interstate Concrete & Asphalt Co. *(Full formal name of Bidder)*	Fidelity and Deposit Company of Maryland *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Jason Johnston *(Printed or typed)*	Name: Shelley R. Thomas *(Printed or typed)*
Title: Construction Manager	Title: Attorney-in-fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Aaron Peterson *(Printed or typed)*	Name: Aaron Peterson *(Printed or typed)*
Title: Project Manager/Estimator	Title: Project Manager/Estimator

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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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Shelley R. THOMAS, Jared WISE, Trevor BROWN, James M. TIBBITS, Jason JOHNSTON, Debbie BALES, Jacob KELLER and Shannon ANTIONNE, all of Rathdrum, Idaho**, EACH, its true and lawful agent and Attorney-in- Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Any and all bid bonds issued on behalf of Interstate Concrete and Asphalt, Rathdrum, Idaho each in a penalty not to exceed the sum of $1,000,000, and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURI CH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONTAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owing s Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of March A.D. 2024.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1977 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 5th day of March, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC EXP. 01/27/2025 BALTIMORE COUNTY, MD

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of July, 2024.

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL NEW YORK 1872

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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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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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 - Non-applicable		
Heating & Air-Conditioning - Non-applicable		
Electrical - Non-applicable		
TraffiCorp 5077 N Building Center Drive Coeur d'Alene, ID 83815	Traffic Control	PWC-C-14803
Lippert Excavation & Pipeline, Inc. PO Box 58 Ponderay, ID 83852	Excavation	010773
Porter W Yett Co. 125 N Park Rd Spokane Valley, WA 99212	Milling	PWC-C-11574

NOTES TO USER

1. This form must be included for all bids.

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Naming of Subcontractors Form

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Subcontractor Name and Address	Classification	License Number
James A. Sewell & Associates, LLC 1319 North Division Sandpoint, ID 83864	3rd Party Testing	Professional Service
Glahe & Associates 303 Church Street Sandpoint, ID 83864	Surveying	C-673
Northwest Tree & Reclamation PO Box 152 Bonners Ferry, ID 83805	Hydroseeding	PWC-C-13288

NOTES TO USER

1. This form must be included for all bids.

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Brad Little
Governor

State of Idaho
Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

PWC-C-12090 - UNLIMITED - 1- 2- 3
License Number

07/15/1963
Original License Issued

This is to certify that

INTERSTATE CONCRETE & ASPHALT CO

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate.

This license expires: 07/31/2024

Licensee Signature

Russell S. Barron

Russell Barron, Administrator

AGENDA REPORT

City Council Meeting

TODAY'S DATE: July 3, 2024

MEETING DATE: July 17, 2024

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Construction Manager

SUBJECT: Approve Construction Contract A24-3457-2 to Stewart Contracting, Inc. for the Chestnut St and Boyer Ave Water Main Project

DESCRIPTION/BACKGROUND:

The Chestnut St and Boyer Ave Water Main Project includes installation of approximately 980 linear feet of water main, associated valves and fittings, a fire hydrant, water services and surface restoration within portions of Chestnut Street (between Forest Ave and Boyer Ave) and Boyer Avenue (between Chestnut St and Union Pacific Tracks).

This section of water main (Project ID P-32) was identified as a High Priority in the Water System Master Plan (2021) due to pipe condition and maintenance costs. The existing 16" coal tar-lined steel water main within Chestnut St will be replaced with new 16" C900 PVC pipe. The existing 14" coal tar-lined steel water main within Boyer Ave will be upsized and replaced with new 16" C900 PVC pipe. In addition, old, deteriorated galvanized water service lines will be replaced between the water main and meters.

The project was bid in accordance with Idaho Code 67-2805(2), Category A and the City of Sandpoint procurement requirements. Bids were opened on July 9, 2024. A total of six bids were received. After evaluation of bids, Stewart Contracting, Inc. was determined to be the lowest responsive and responsible bidder. A summary of the bid results is attached.

The project will be completed by the end fall of 2024. Adjacent property owners will be notified prior to start of construction. Local access to private properties will be maintained at all times. Funding for this project is by the Water Fund.

STAFF RECOMMENDATION:

Staff recommends approval of contract A24-3457-2 to Stewart Contracting, Inc. in the total amount of $420,500.00 for the Chestnut St and Boyer Ave Watermain 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

ATTACHMENTS:

Proposed Resolution

Chestnut St and Boyer Ave Watermain Project - Bid Summary

A24-3457-2 Stewart Contracting Inc Contract

PRELIMINARY BID RESULTS

CHESTNUT ST AND N BOYER AVE WATER PROJECT

Prepared By: City of Sandpoint

Date: July 9, 2024 10:00:00AM

Bidder	Total w/Base Bid
S&L Underground, Inc	$524,326.00
Stewart Contracting, Inc	$420,500.00
LaRiviere, Inc	$491,436.00
Devout Excavation, LLC	$525,642.10
North Fork Enterprises, LLC	$467,566.00
Big Sky ID Corp	$531,250.00

Apparent Lowest Bidder: Stewart Contracting, Inc

No: 24-
Date: July 17, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AGREEMENT WITH STEWART CONTRACTING, INC., FOR CHESTNUT STREET / N. BOYER AVENUE WATER MAIN PROJECT (CITY AGREEMENT NO. A24-3457-2)

WHEREAS: The Chestnut Street/North Boyer Avenue Water Main Project includes installation of approximately 980 linear feet of water main, associated valves and fittings, a fire hydrant, water services and surface restoration within portions of Chestnut between Forest Avenue and N. Boyer and N. Boyer between Chestnut and the Union Pacific Railroad tracks;

WHEREAS: This section of water main (Project ID P-32) was identified as a High Priority in the 2021 Water System Master Plan due to pipe condition and maintenance costs, where the existing 16" coal tar-lined steel water main within Chestnut Street will be replaced with new 16" C900 PVC pipe, the existing 14" coal tar-lined steel water main within Boyer Avenue will be upsized and replaced with new 16" C900 PVC pipe, and old, deteriorated galvanized water service lines will be replaced between the water main and meters;

WHEREAS: The project was bid in accordance with Idaho Code § 67-2805(2), Category A, and the City's procurement rules, with the six bids received by the City opened on July 9, 2024, following the submission deadline;

WHEREAS: Following evaluation of bids, it was determined that Stewart Contracting, Inc., was the lowest responsive and responsible bidder; and

WHEREAS: The project will be completed by the end fall of 2024 with funding from the Water Fund.

NOW, THEREFORE, BE IT RESOLVED THAT: The Agreement for the Chestnut Street/North Boyer Avenue Water Main Project (City Agreement No. A24-3457-2), a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby awarded to Stewart Contracting, Inc., in the amount of $420,500.00.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee, as applicable, is authorized to execute this agreement.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

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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. Installation of approximately 930 LF 16" C900 water main, associated valves and fittings, hydrant assembly, water service connections, surface restoration and associated work within portions of Chestnut Street and N Boyer Avenue in Sandpoint, Idaho.

ARTICLE 2—THE PROJECT

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

City of Sandpoint – Chestnut St and N Boyer Ave Water Main 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 Century West Engineering.

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 **September 27, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 18, 2024**.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and

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difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $250.00 for each day that expires after such time until the Work is completed and ready for final payment.

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

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
   a. 95 percent of the value of the Work completed (with the balance being retainage).
   b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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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 (not attached but incorporated by reference) consisting of **[6]** sheets with each sheet bearing the following general title: **City of Sandpoint Chestnut St and N Boyer Ave Water Main Project**
8. Addenda (numbers **X** to **X**, inclusive).
9. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

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e. Warranty Bond, if any.

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

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

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

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

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

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

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

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

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

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

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

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

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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 July 18, 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: 7/9/2024 *(date signed)*
Name: _____ *(typed or printed)*	Name: Greg Stewart *(typed or printed)*
Title: _____ *(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: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: City Clerk 1123 Lake Street Sandpoint, ID 83864	Address for giving notices: PO Box 1275 Pinehurst, Idaho 83850
Designated Representative: Name: Holly Ellis *(typed or printed)* Title: Construction Manager *(typed or printed)* Address: 1123 Lake Street Sandpoint, ID 83864	Designated Representative: Name: Greg Stewart *(typed or printed)* Title: President *(typed or printed)* Address: 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

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

2.03 *Before Starting Construction*

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

1. a detailed, Progress Schedule 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 activities that will be done including the location/limits of the Work. The first "look ahead" schedule will be provided within one week after acceptance of the Progress Schedule.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract

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Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

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

5.02 *Use of Site and Other Areas*

SC-5.02 Delete Paragraph 5.02.A.2 and insert the following paragraph in its place:

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

5.03 *Subsurface and Physical Conditions*

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

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

5.04 *Differing Subsurface or Physical Conditions*

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

A. Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions

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or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

5.06 *Hazardous Environmental Conditions*

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

B. *Reports and Drawings:* No reports or drawings related to Hazardous Environmental Conditions at the Site are known by Owner.

C. Not used.

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

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

ARTICLE 6—BONDS AND INSURANCE

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following immediately after Paragraph 6.02.D:

1. All certificates of insurance shall name as additionally insured:

   a. Owner: City of Sandpoint

6.03 *Contractor's Insurance*

SC-6.03 Add the following immediately 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

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employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions). All insurance policies shall contain a Waiver of Subrogation coverage or endorsements.

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

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7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

8. All policies shall contain waiver of subrogation coverage or endorsements.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000.00
Products—Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00
Bodily Injury and Property Damage—Each Occurrence	$1,000,000.00

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000.00

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

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Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$2,000,000.00
General Aggregate	$2,000,000.00

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
General Aggregate	$1,000,000.00

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$500,000.00
Annual Aggregate	$1,000,000.00

SC-6.04 Delete Paragraphs 6.04.B and 6.04.C in their entirety and add the following immediately after Paragraph 6.04.D:

1. All insurance required by the Contract Documents or by law or regulations shall remain in full force and effect on all phases of the Work, whether or not the Work is occupied or utilized by the Owner, until all Work included in the agreement has been completed and final payment has been made.

2. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract. Contractor agrees that they alone shall be completed responsible for procuring and maintaining full insurance coverage as provided herein or

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as may be otherwise required by the Contract Documents. Any approval by Owner or Engineer shall not operate to the contrary.

SC-6.04 Add the following immediately after Paragraph 6.04.E:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

    a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

    b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

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.

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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. 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, Contractor may perform the Work at the Site only between the hours of 8AM and 8PM, Monday thru Friday, unless otherwise authorized by the Owner in writing.

7.09 *Permits*

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

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

7.10 *Taxes*

SC-7.10 Add the following paragraph immediately after Paragraph 7.10.A:

B. In the event of the Contractor's default on the payment of taxes, excises, and license fees as set forth in Idaho Code 63-1503, the Owner shall have the authority to withhold from any payment due the Contractor under this contract, the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing authorities to which said Contractor is liable.

7.11 *Laws and Regulations*

SC-7.11 Add the following paragraph immediately after Paragraph 7.11.C:

D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of the Contractor;

1. **Idaho Code Section 63-1501. Definitions.** As used in this act, the following terms shall have the following meanings:

"Contracting units" shall include the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein.

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"Contractor" shall mean any person, firm, co-partnership, association, or corporation, foreign or domestic, entering into a contract for the construction, erection, repair, or improvement of any kind or character of public works in this state.

"Taxes" shall mean all taxes, assessments, excises, and license fees authorized to be levied, assessed, and collected under the laws of this state, other than taxes on real property.

"Taxing unit" shall mean the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein authorized by law to assess, levy and collect taxes.

2. **Idaho Code Section 63-1502. Conditions precedent to contract for public works.** Before entering into a contract for the construction of any public works in this state, the contracting unit shall require as conditions precedent that the contractor be authorized to do business in this state and that he furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable then due or delinquent.

3. **Idaho Code Section 63-1503. Contractor for public works to pay or secure taxes—Agreement.** Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:

The Contractor, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

a. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

b. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

c. That in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

4. **Idaho Code Section 44-1002** requires the following: The Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed, the Contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or

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corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States.

5. **Idaho Code Chapter 19 of Title 54** requires proper licensing of Public Works Contractors.

7.18 *Indemnification*

SC-7.18 Delete Paragraph 7.18.A in its entirety and insert the following paragraph in its place:

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property)other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.02 *Visits to Site.*

SC-10.02 Delete Paragraphs 10.02 in its entirety.

10.03 *Resident Project Representative.*

SC-10.03 Delete Paragraphs 10.03 in its entirety.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by BWA's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of BWA.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

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

13.03 *Unit Price Work*

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

E. *Adjustments in Unit Price*

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

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

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

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

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

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

No Supplementary Conditions in this Article.

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.

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ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

18.07 *Controlling Law*

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

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

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

ARTICLE 19—PROSECUTION OF THE WORK

SC-19.01 *General*

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

SC-19.02 *Cost Reduction Proposals*

B. The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, is not eligible for consideration as a cost reduction proposal.

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

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

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

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

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

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

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

G. Sharing Investigation Costs - As a condition for considering a Contractor's cost reduction proposal, the Engineer reserves the right to require the Contractor to share in the Engineer's costs of investigating the proposal. If the Engineer exercises this right, the Contractor shall provide written acceptance of the condition to the Engineer. Such acceptance will authorize the Engineer to deduct its share of investigation costs from payments due or that may become due to the Contractor under the Contract.

H. Acceptance of Proposal Requirements - If the Contractor's cost reduction proposal is accepted in whole or in part, acceptance will be made by a Change Order. The Contractor's cost of preparing the cost reduction proposal and the Engineer's costs of investigating the proposal, including any portion paid by the Contractor, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred after the Engineer has accepted the proposal, will be included in the cost of the Work attributable to cost reduction measures. If the Engineer accepts the cost reduction proposal, the Change Order that authorizes the cost reduction measures will also address any Contract Time adjustment.

SC-19.03 *Force Account Work*

The Materials, Equipment and labor rates and procedures established in this Section apply to Extra Work ordered by the Engineer to be performed as Force Account Work.

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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 or Minor Change Order.

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RFQ No. 24-3457-3
CHESTNUT ST AND N BOYER AVE WATER MAIN PROJECT

ADDENDUM NO. 1

DATE:	June 25, 2024
SUBMISSION DEADLINE:	**Tuesday, July 9, 2024 @ 10:00:00 A.M.**
PAGES:	Addendum (1 page)
	Bid Form (6 pages)

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

SECTION 1-A – BID FORMS

ISPWC 00410 - Bid Form

ARTICLE 3 – BASIS OF BID – UNIT PRICES

Delete Bid Form in its entirely and replace with the attached.

SECTION 8 – CONSTRUCTION DRAWINGS

Detail Sheet 1 - D-01

CONNECTION DETAIL 1, 2, 3

Delete callouts for "Romac Alpha Couplings" and replace with "Romac 501 Couplings"

Add the following note, "Thrust blocks shall be installed at the elbow nearest to the coupling in accordance with Detail 5, Drawing D-02".

END OF ADDENDUM NO. 1

Docusign Envelope ID: 829C673F-1EE3-4BC5-9696-33604F556388

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 paragraphs 5.01 and 5.02 of the General Conditions.;

B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the General Contract;

C. State of Idaho Public Works Contractor's License No.: _____;

ARTICLE 3—BASIS OF BID—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	**LUMP SUM**	$ _____
1001.4.1.A.1.	Sediment Control and Construction Site Management Per Lump Sum	LS	1	**LUMP SUM**	$ _____

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1103.4.1.A.1.	Construction Traffic Control Per Lump Sum	LS	1	**LUMP SUM**	$ _____
301.4.1.A.1	Trench Excavation Per Linear Foot	LF	980	$ _____	$ _____
305.4.1.A.1	Class A-1 Pipe Bedding Per Linear Foot	LF	980	$ _____	$ _____
401.4.1.A.1.	Water Main Pipe - 8 Inch – C900 Per Linear Foot	LF	20	$ _____	$ _____
401.4.1.A.1.	Water Main Pipe - 16 Inch – C900 Per Linear Foot	LF	930	$ _____	$ _____
401.4.1.A.1.	Water Main Pipe - 14 Inch – C900 Per Linear Foot	LF	30	$ _____	$ _____
402.4.1.A.1.	Valve – 16 Inch - RSGV Per Each	EA	5	$ _____	$ _____
402.4.1.A.2.	Valve – 8 Inch - RSGV Per Each	EA	2	$ _____	$ _____
403.4.1.A.1.	Hydrant Per Each	EA	2	$ _____	$ _____
404.4.1.B.1.	Existing Water Service Reconnection Per Each	EA	5	$ _____	$ _____
802.4.1.B.1	Crushed Aggregate for Base Type 1 Per Ton	TN	350	$ _____	$ _____
810.4.1.A.1	Plant Mix Pavement, SP-3 Per Ton	TN	260	$ _____	$ _____
				TOTAL OF BID SCHEDULE A	$_____

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, and

2. 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.

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ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

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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 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

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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:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address:

_____

_____

_____

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

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RFQ No. 24-3457-3
CHESTNUT ST AND N BOYER AVE WATER MAIN PROJECT

ADDENDUM NO. 2

DATE:	June 27, 2024
SUBMISSION DEADLINE:	**Tuesday, July 9, 2024 @ 10:00:00 A.M.**
PAGES:	Addendum (1 page)

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

SECTION 8 – CONSTRUCTION DRAWINGS

CIVIL UTILITIES SHEETS - CU-01 AND CU-02

NOTES:

Add the following note:

2. The existing water main shall be abandoned in place. Contractor shall cut and plug the existing pipe with non-shrink grout. Non-shrink grout shall fill the entire annular space with a minimum thickness of 12-inches into the abandoned water pipe. Cutting and capping the abandoned water main shall be incidental to other Bid Items.

END OF ADDENDUM NO. 2

CITY OF SANDPOINT

CHESTNUT ST. AND N. BOYER AVE WATER PROJECT
MAY 2024

Know what's below. Call before you dig. 811

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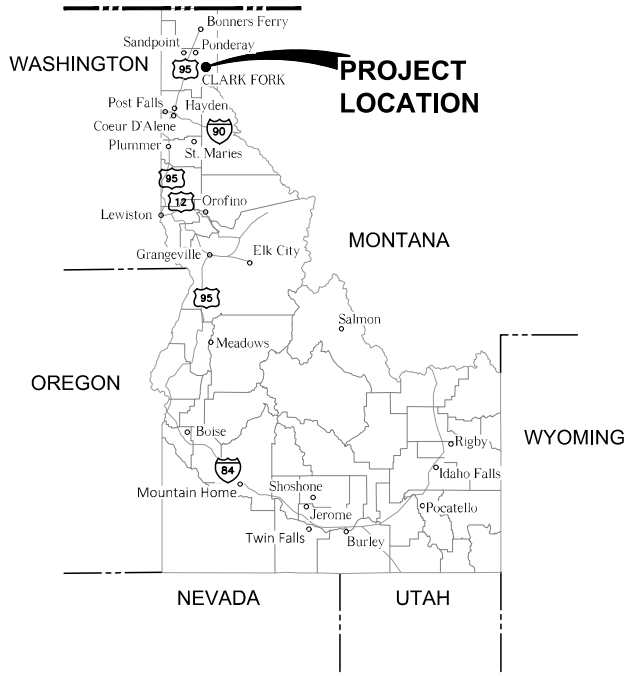
DETAIL SHEET 2	D-02



CITY OFFICIALS

MAYOR	JEREMY GRIMM
CITY COUNCIL:	DEB RUEHLE JOEL AISPURO PAM DUQUETTE JUSTIN DICK KYLE SCHREIBER RICK HOWARTH
CIVIL ENGINEER:	BRANDON STAGLUND, P.E.
CONSTRUCTION MANAGER:	HOLLY ELLIS
UTILITIES SUPERVISOR:	ROD BERGET
STREETS SUPERVISOR:	CHET JACKMAN

SANDPOINT

LEGEND

	EXISTING	PROPOSED
WATER LINE	- - - W - - - W -	W W
LIMITS OF CONSTRUCTION		
ADJUST EXISTING WATER VALVE	WV	WV
SANITARY SEWER LINE	- - - SS - - -	
STORM DRAIN LINE	- - - SD - - -	
REMOVE & REPLACE EXISTING ASPHALT		
FIBER OPTIC	- - - FO - - -	
CONCRETE SIDEWALK	- - - OHP - - -	

GENERAL NOTES

1. ALL WORKMANSHIP AND MATERIAL SHALL BE IN ACCORDANCE WITH THE 2020 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION AS MODIFIED IN THESE CONTRACT DOCUMENTS.
2. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL PRIOR TO ANY LANE CLOSURES. TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE MUTCD. ONE LANE OF TRAFFIC SHALL REMAIN OPEN AT ALL TIMES.
3. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES AND ADJUST ALL WATER VALVES AND SEWER MANHOLES TO FINISHED GRADE PRIOR TO FINAL PAVEMENT LIFT.
4. THERE ARE NUMEROUS BURIED UTILITIES ON AND AROUND THIS SITE. APPROXIMATE LOCATIONS OF KNOWN UTILITIES HAVE BEEN SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. CONTRACTOR IS RESPONSIBLE TO RESEARCH AND DETERMINE THE EXISTENCE AND TRUE LOCATION OF UTILITIES. CALL BEFORE YOU DIG, 811.
5. ALL CONSTRUCTION ACTIVITY SHALL BE CONFINED TO RIGHT-OF-WAY, UTILITY EASEMENTS AND CONSTRUCTION LIMITS.
6. MAINTAIN AND PROTECT ALL EXISTING CURB AND GUTTER AND DRIVEWAYS.
7. RIGHT-OF-WAY LINES ARE REPRESENTATIVE ONLY. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING RIGHT-OF-WAY LIMITS AND STAKING, GRADING, AND ALIGNMENT FOR THE PROJECT IMPROVEMENTS.
8. CONTRACTOR SHALL COORDINATE WITH ADJACENT RESIDENTS TO ACCOMMODATE DRIVEWAY ACCESS DURING CONSTRUCTION.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION AND SEDIMENT CONTROL.

CONSTRUCTION SET

REUSE OF DOCUMENTS

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SANDPOINT

PROFESSIONAL ENGINEER REGISTERED 10390 STATE OF IDAHO RYAN J. LUTTMANN
Digitally signed by Ryan Luttmann
Date: 2024.06.28 13:52:49-07'00'

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS

CENTURY WEST ENGINEERING

SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

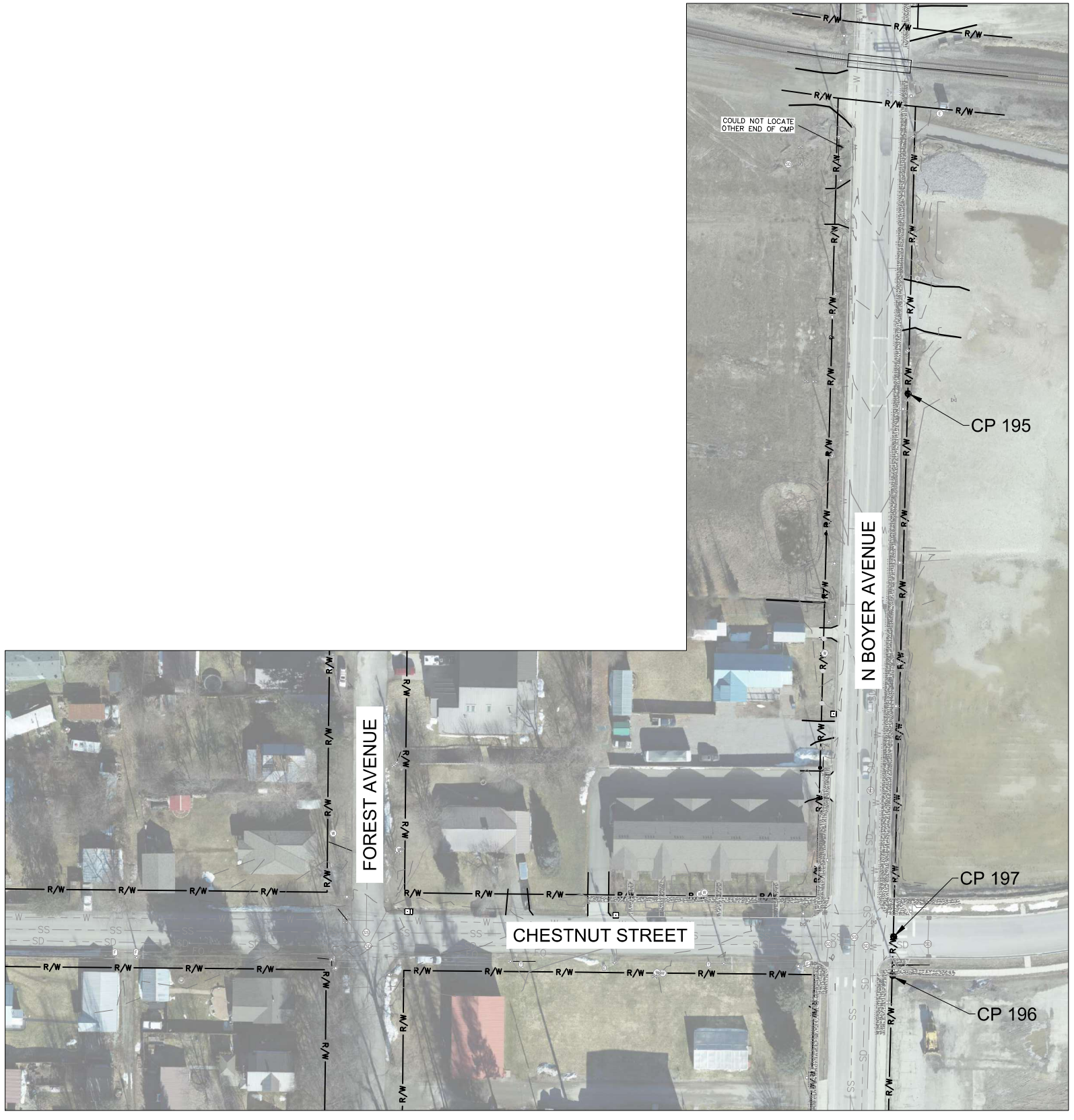
DESIGNED BY: RJL
DRAWN BY: AWS
CHECKED BY: RJL
DATE: MAY 2024
PROJECT NO: 51004.006.01
SCALE: AS NOTED

CITY OF SANDPOINT
CHESTNUT ST. AND N. BOYER AVE WATER PROJECT

COVER

DRAWING NO. G-01
SHEET NO. 01 of 06

Docusign Envelope ID: 829C673F-1EE3-4BC5-9696-33604F556388



CONTROL POINTS			
POINT NO.	NORTHING	EASTING	ELEVATION
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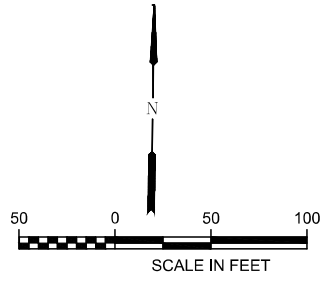
196	2413579.3700	2428496.6100	2108.8000
197	2413609.3400	2428496.9300	2107.7000

NOTE:

ALL TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY INFORMATION WAS PROVIDED BY GLAHE AND ASSOCIATES. ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT (NAD83). REFER TO DRAWING FOR SPECIFIC LINE AND MONUMENTS USED. ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1988 (NAVD88), COMPUTED USING GEOID18.



CONSTRUCTION SET

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CENTURY WEST ENGINEERING

SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

DESIGNED BY: RJL
DRAWN BY: AWS
CHECKED BY: AWS
DATE: MAY 2024
PROJECT NO: 51004.006.01
SCALE: AS NOTED

CITY OF SANDPOINT
CHESTNUT ST. AND N. BOYER AVE WATER PROJECT

VICINITY MAP

DRAWING NO. V-01

SHEET NO. 02 of 06

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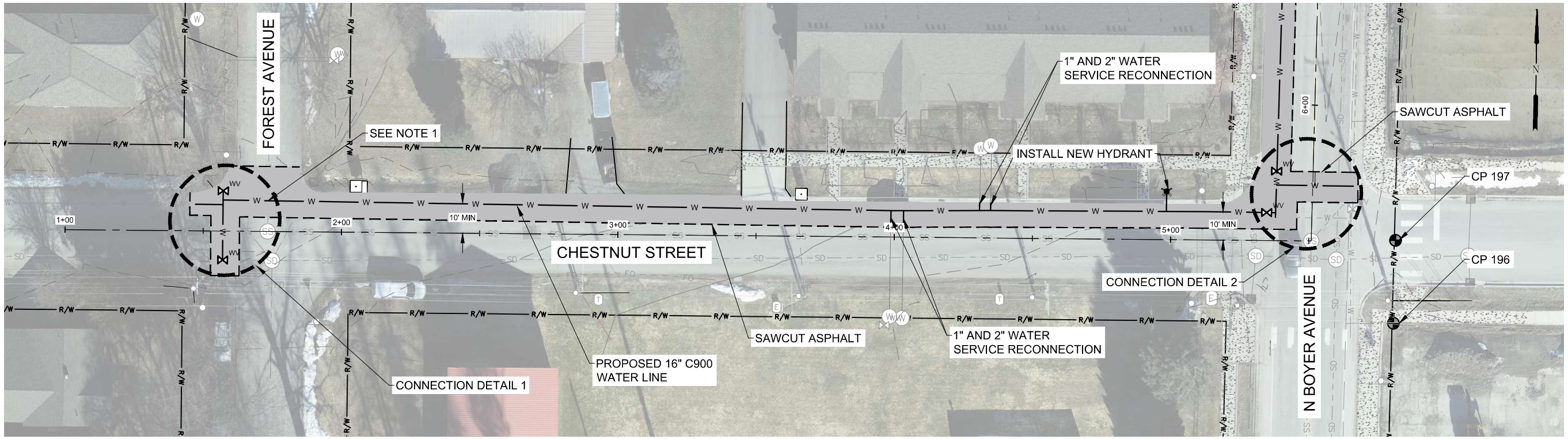

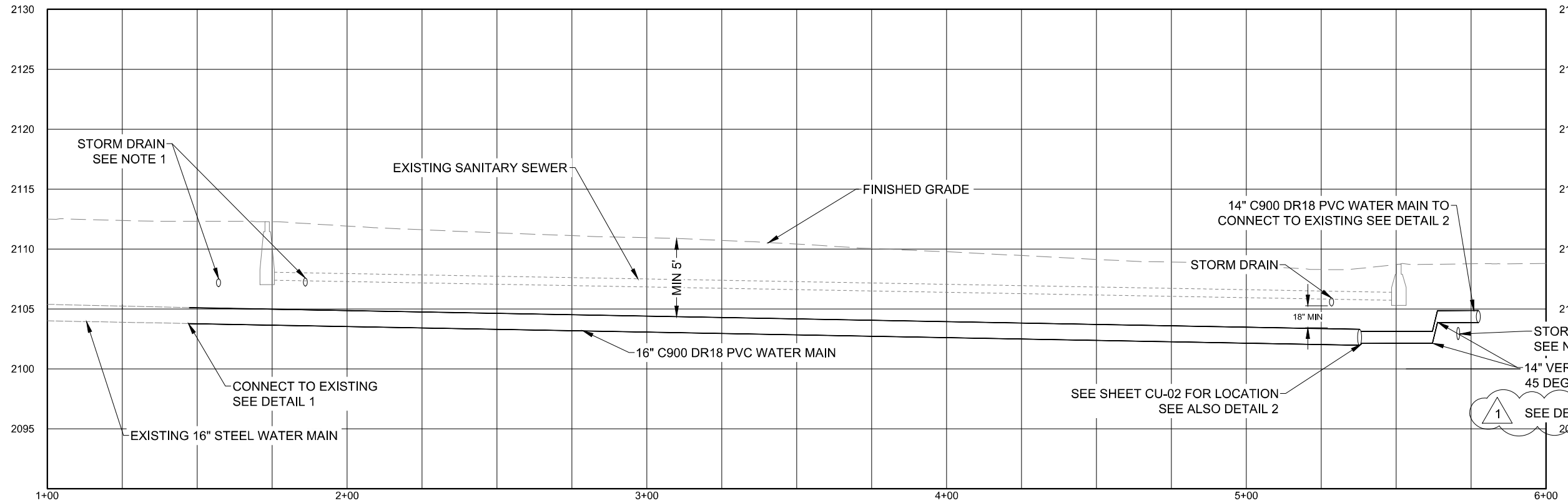

NOTES:
1. IF 18" SEPARATION CANNOT BE MET,SLEEVE NON-POTABLE WATER LINE OR REPLACE WITH A MINIMUM 20' SECTION OF C-900 DR 18 PVC PER IDAPA 58.01.08

CONSTRUCTION SET

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NO.	DATE	BY	APPR	REVISIONS
1	6/27/24	AWS	RJL	COUPLINGS, VERTICAL THRUST BLOCK, EXISTING PLUG

CENTURY WEST ENGINEERING
SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

DESIGNED BY:	DRAWN BY:	CHECKED BY:
RJL	AWS	RJL

DATE:	PROJECT NO:	SCALE:
MAY 2024	51004.006.01	AS NOTED

CITY OF SANDPOINT
CHESTNUT ST. AND N. BOYER AVE WATER PROJECT

CIVIL UTILITIES (CU): PLAN AND PROFILE
STA 1+00 TO STA 6+00

DRAWING NO. CU-01

SHEET NO. 03 of 06

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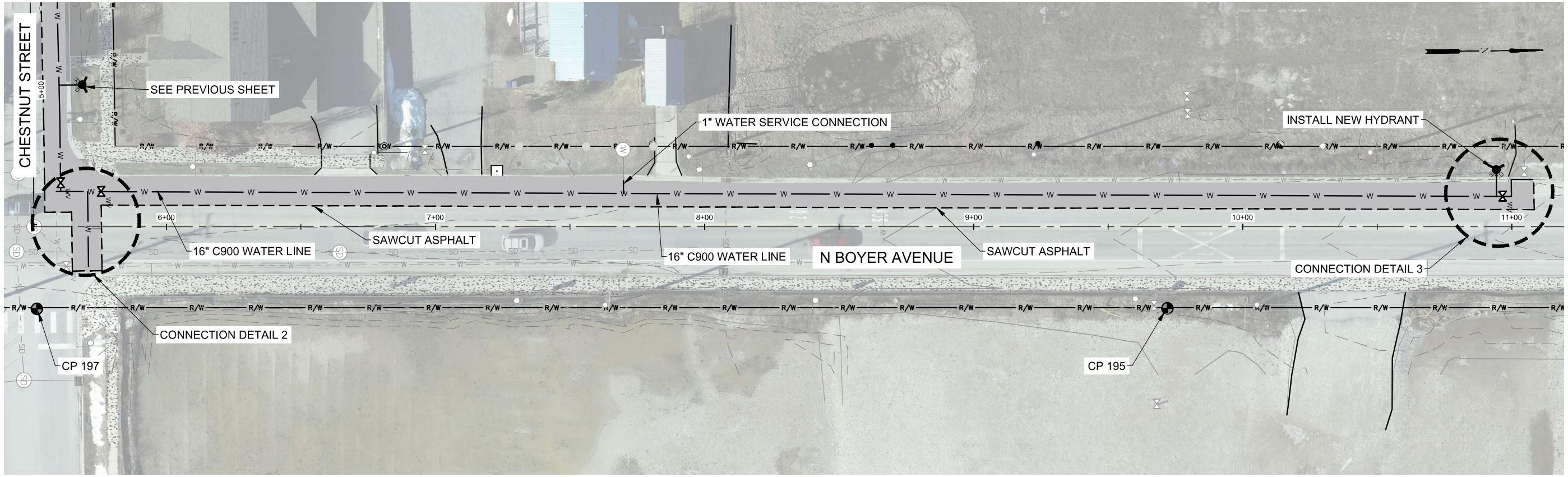

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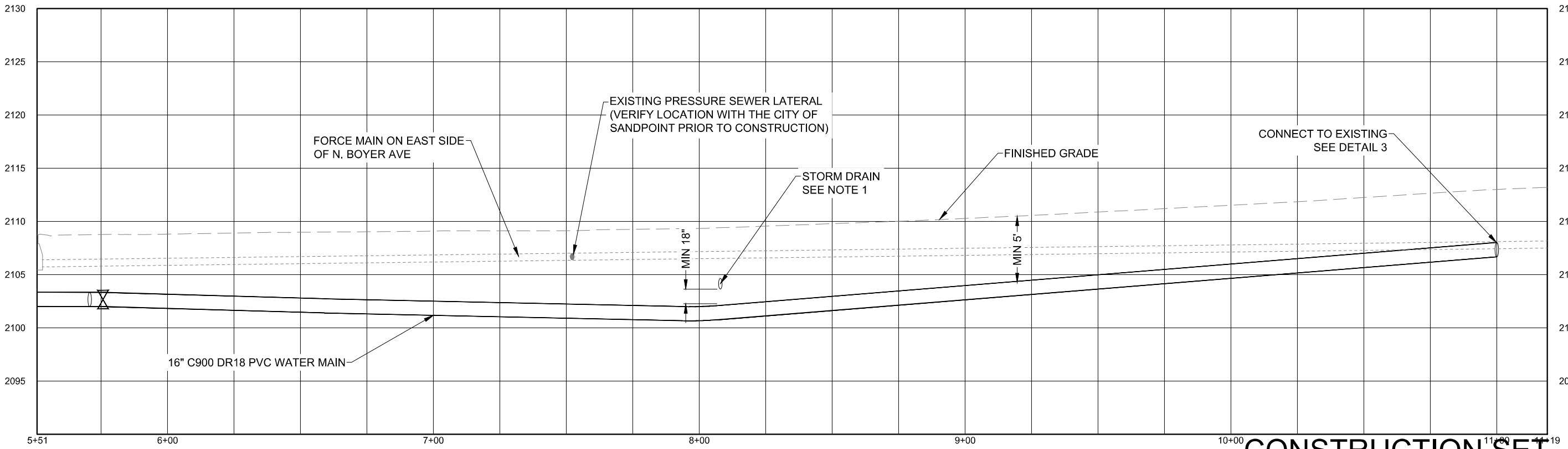
NOTES:
1. IF 18" SEPARATION CANNOT BE MET,SLEEVE NON-POTABLE WATER OR REPLACE WITH A MINIMUM 20' SECTION OF C-900 DR 18 PVC PER IDAPA 58.01.08

20 HORZ 0 20 40
5 VERT 0 5 10
SCALE IN FEET



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SANDPOINT, ID 83864
208.946.4380

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DRAWN BY:	AWS
CHECKED BY:	RJL
DATE:	MAY 2024
PROJECT NO:	51004.006.01
SCALE:	AS NOTED

CITY OF SANDPOINT
CHESTNUT ST. AND N. BOYER AVE WATER PROJECT

CIVIL UTILITIES (CU): PLAN AND PROFILE
STA 5+51 TO STA 11+19

DRAWING NO. CU-02

SHEET NO. 04 of 06

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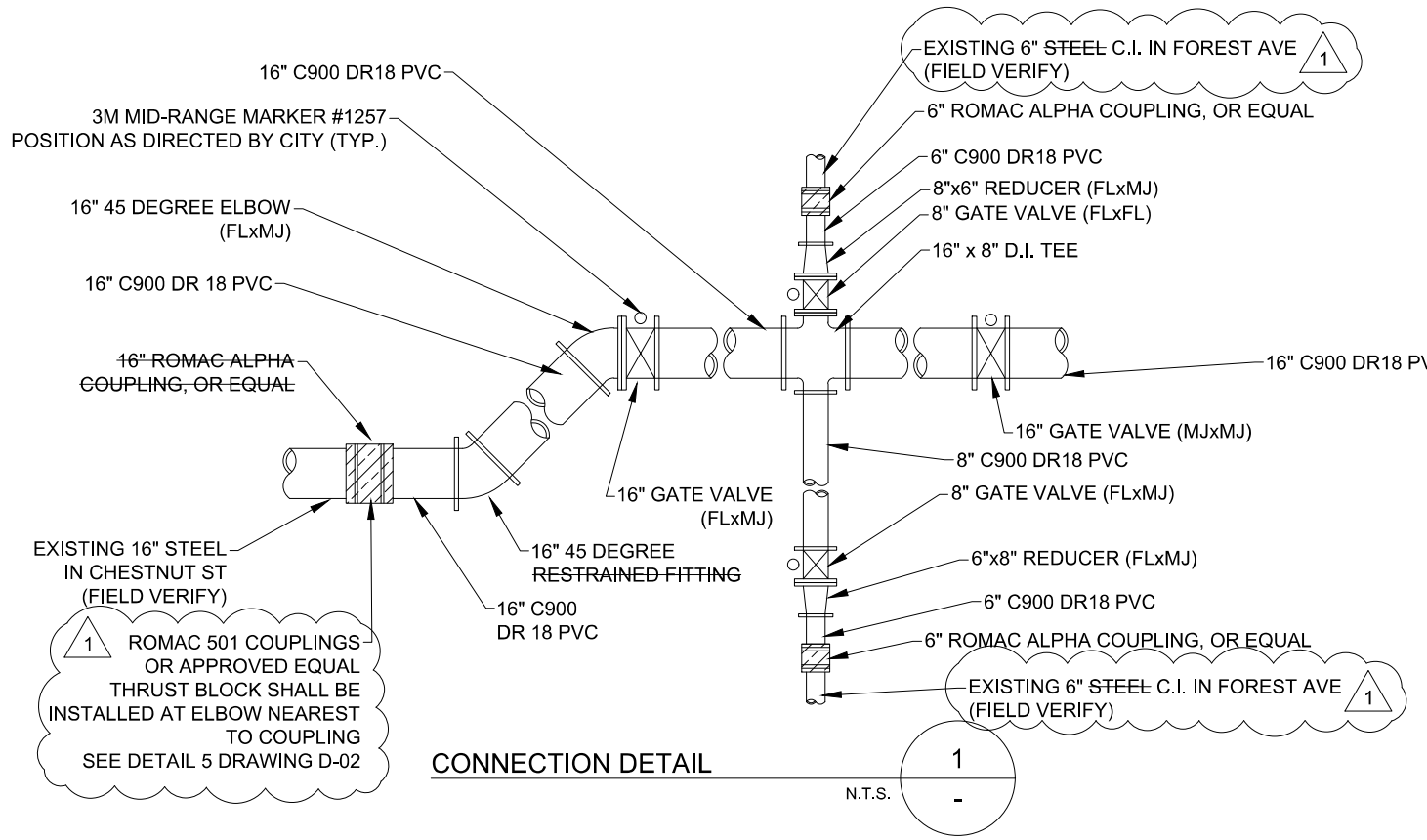

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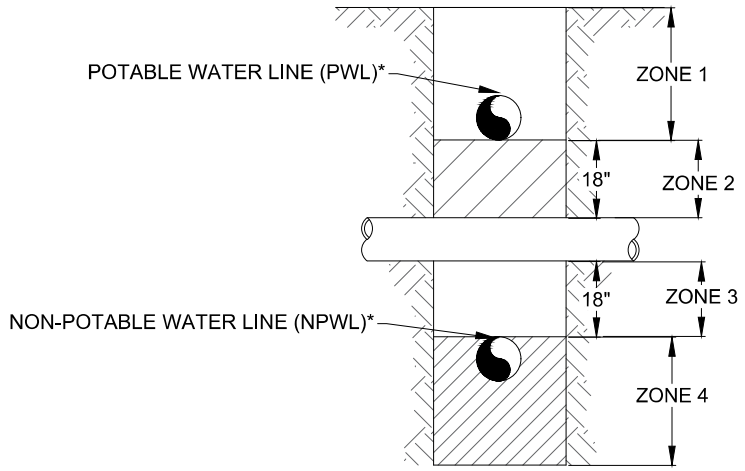
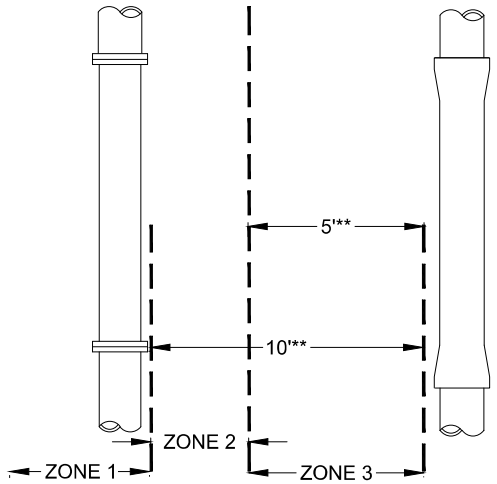




* THE TERM "LINE" APPLIES TO BOTH MAINLINES AND SERVICE LINES. FOR SPECIAL CIRCUMSTANCES REGARDING EXISTING POTABLE OR NON-POTABLE SERVICE LINES, REFER TO IDAPA 58.01.08.542.07.c AND 58.01.16.430.02.o.iii, RESPECTIVELY.
** DISTANCES ARE HORIZONTAL
*** JOINT PLACEMENT APPLIES ONLY TO FACILITY BEING CONSTRUCTED: POTABLE WATER, NON-POTABLE WATER OR BOTH.

VERTICAL SEPARATION REQUIREMENTS

ZONE 1: A) PWL AND NPWL MUST BE SEPARATED BY AT LEAST 18" AND B) ONE FULL, UNCUT LENGTH OF PWL OR*** NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.

ZONE 2: A) ONE FULL, UNCUT LENGTH OF PWL OR*** NPWL PIPE MUST BE CENTERED ON THE CROSSING WITH A SINGLE 20' SEGMENT SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.

AND EITHER: B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS WITH A SINGLE 20' SEGMENT FOR A HORIZONTAL DISTANCE OF 10' ON BOTH SIDES OF THE CROSSING.

OR C) EITHER THE NPWL OR PWL MUST BE ENCASED WITH A POTABLE WATER CLASS SLEEVE FOR A HORIZONTAL DISTANCE OF 10' ON BOTH SIDES OF THE CROSSING.

ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

ZONE 4: SAME REQUIREMENTS AS ZONE 1 [ITEM A) ONLY] EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

HORIZONTAL SEPARATION REQUIREMENTS

ZONE 1: A) IF CONSTRUCTING BOTH PWL AND NPWL, PIPELINES MUST BE IN SEPARATE TRENCHES.

ZONE 2: A) PWL AND NPWL SEPARATED BY AT LEAST 6' AT OUTSIDE WALLS.

AND B) BOTTOM OF PWL MUST BE ABOVE TOP OF NPWL.

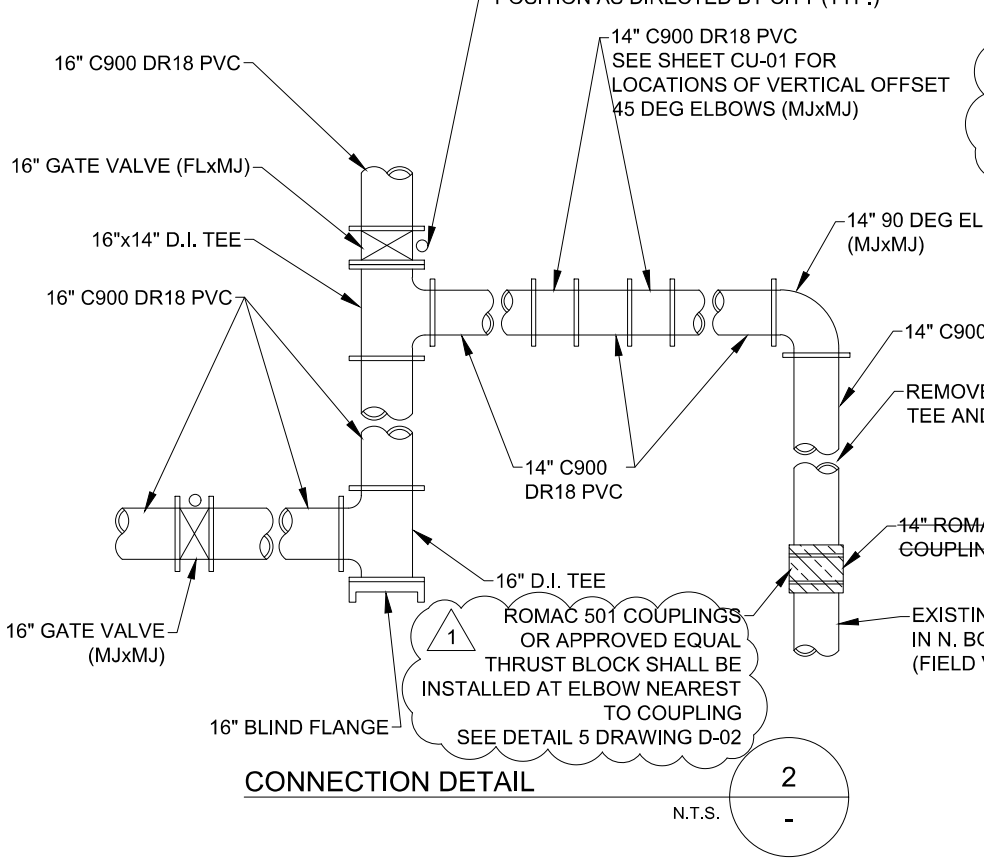
AND EITHER: C) NPWL CONSTRUCTED TO WATER MAIN STANDARDS.

OR D) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ.

ZONE 3: NOT ALLOWED WITHOUT DEQ WAIVER

NOTE: SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEQ.

POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION — 4 — N.T.S. —



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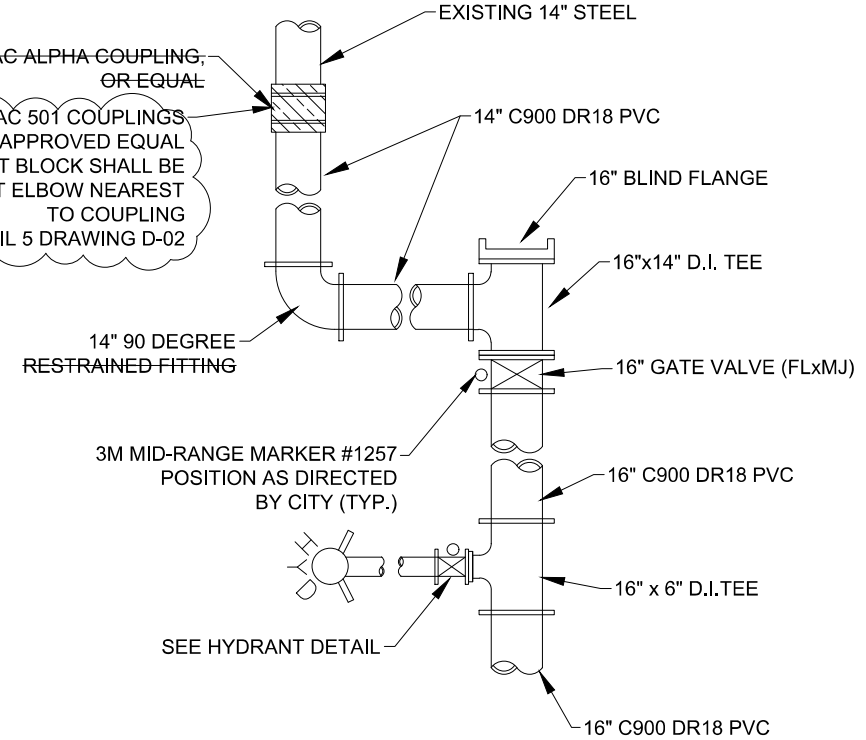

CONNECTION DETAIL — 3 — N.T.S. —

CONSTRUCTION SET

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NO.	DATE	BY	APPR	REVISIONS
1	6/27/24	AWS	RJL	COUPLINGS, VERTICAL THRUST BLOCK, EXISTING PLUG

CENTURY WEST ENGINEERING
SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

DESIGNED BY: RJL
DRAWN BY: AWS
CHECKED BY: RJL
DATE: MAY 2024
PROJECT NO: 51004.006.01
SCALE: AS NOTED

CITY OF SANDPOINT
CHESTNUT ST. AND N. BOYER AVE WATER PROJECT

DETAILS

DRAWING NO. D-01
SHEET NO. 05 of 06

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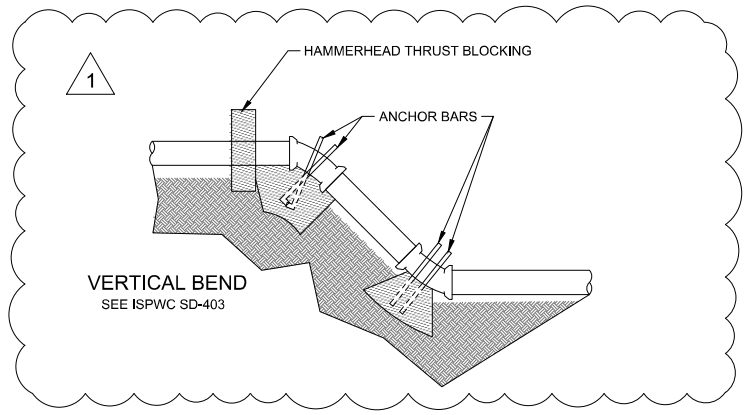


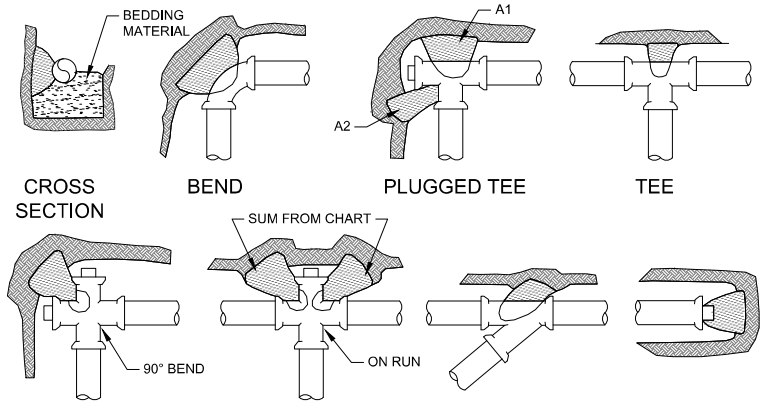


CHART A

SIZE OF FITTING (PIPE DIA.)	THRUST BLOCKING BEARING AREA (SQ.FT.)						
	TEE, WYE, PLUG, CAP	90° BEND, PLUGGED 'X'	PLUGGED TEE (ON RUN) A1	PLUGGED TEE (ON RUN) A2	45° BEND	22 1/2° BEND	11 1/4° BEND
4"	1.80	2.60	2.30	1.70	1.40	0.70	0.40
6"	3.70	5.30	5.20	3.60	2.90	1.50	0.70
8"	6.40	9.10	9.10	6.40	4.90	2.50	1.30
12"	14.70	20.90	20.50	14.40	11.30	5.70	3.00
16"	26.30	37.40	36.00	25.50	20.20	10.20	5.40

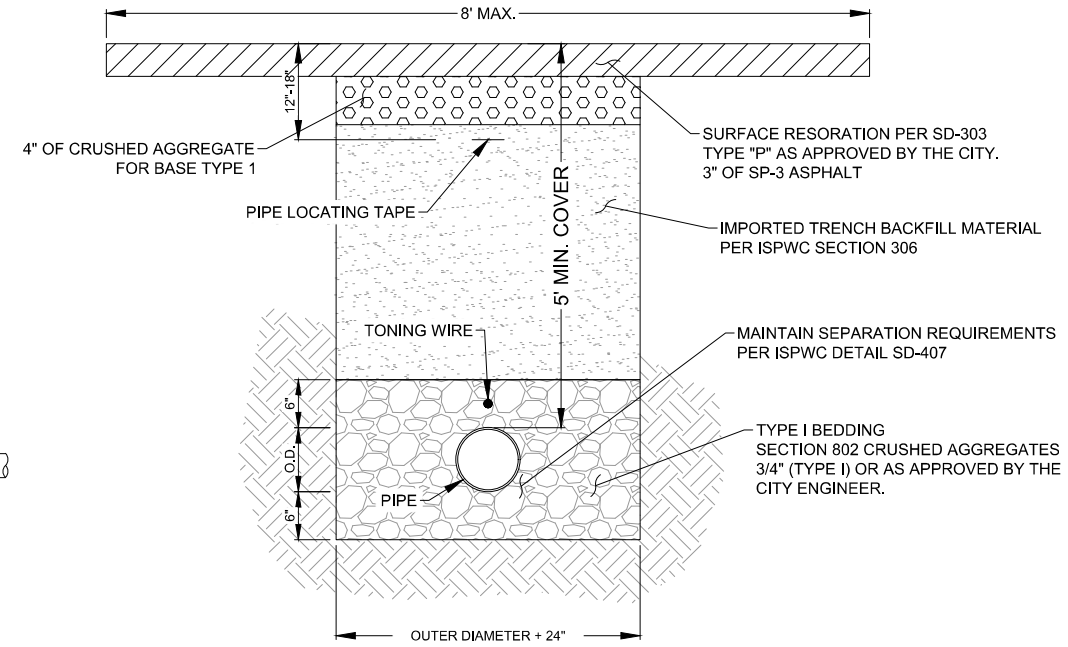
NOTES:

1. THE BEARING AREA SHALL BE EQUALLY DIVIDED ABOVE & BELOW THE CENTERLINE OF THE PIPE.
2. CONCRETE SHALL BE KEPT CLEAR OF JOINTS AND ACCESSORIES.
3. REQUIRED BEARING AREAS SHALL BE AS INDICATED ON CHART A, ADJUSTED WHEN NECESSARY TO CONFORM TO TEST PRESSURE(S) & ALLOWABLE SOIL BEARING STRESS(ES). SEE CHART B, SOIL BEARING.
4. CHART A IS BASED ON A TEST PRESSURE OF 150 PSI & AN ALLOWABLE SOIL BEARING STRESS OF 2,000 LBS. PER SQ. FT.
5. SAFE BEARING LOADS GIVEN IN CHART B ARE FOR HORIZONTAL THRUSTS WHEN THE PIPE COVER EXCEEDS TWO FEET.
6. IN MUCK OR PEAT, ALL THRUSTS MUST BE RESISTED BY PILES OR TIE RODS TO SOLID FOUNDATIONS, OR BY REMOVAL OF THE MUCK OR PEAT & REPLACEMENT WITH BALLAST OF SUFFICIENT STABILITY TO RESIST THE THRUSTS INVOLVED.

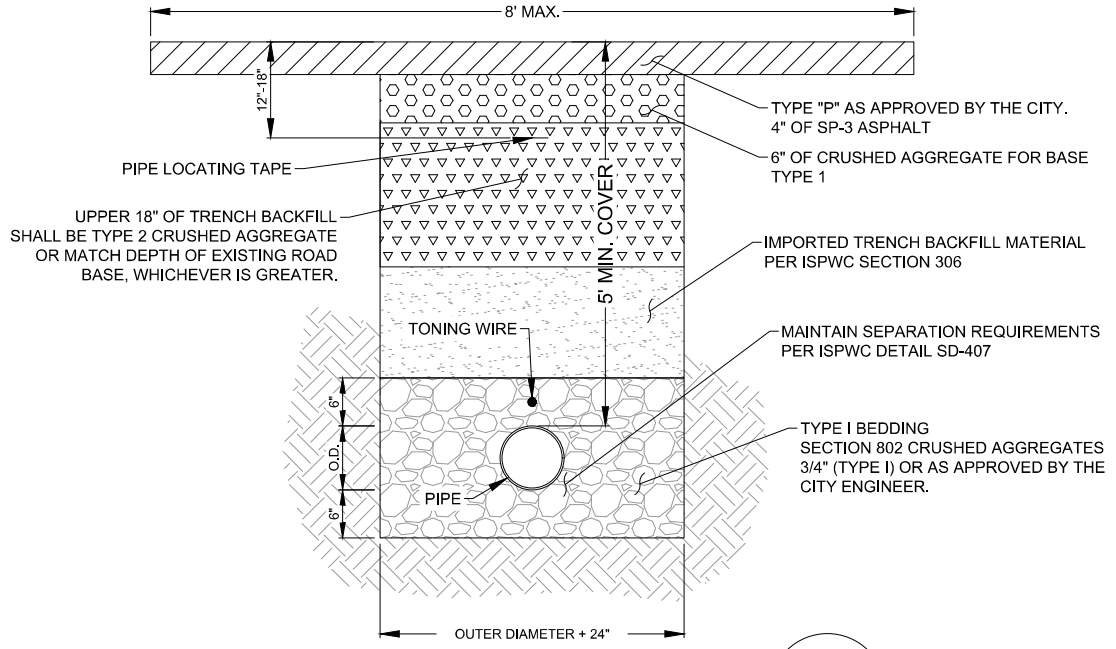
CHART B

BEARING LOADS FOR SOILS	
TYPE OF SOIL	SAFE BEARING LOAD (LBS. PER SQ. FT.)
HARD SHALE	10,000
SAND & GRAVEL (CEMENTED WITH CLAY)	4,000
SAND & GRAVEL	3,000
SOFT CLAY	2,000
MUCK OR PEAT, ETC.	0

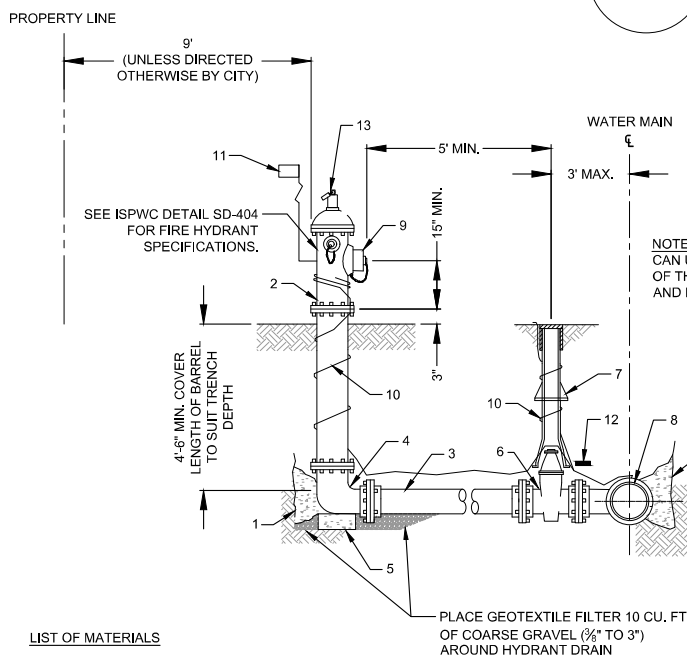
THRUST BLOCKING — 5 — N.T.S. -



WATER TRENCH DETAIL - CHESTNUT ST — 6 — N.T.S. -



WATER TRENCH DETAIL - N BOYER AVE — 8 — N.T.S. -

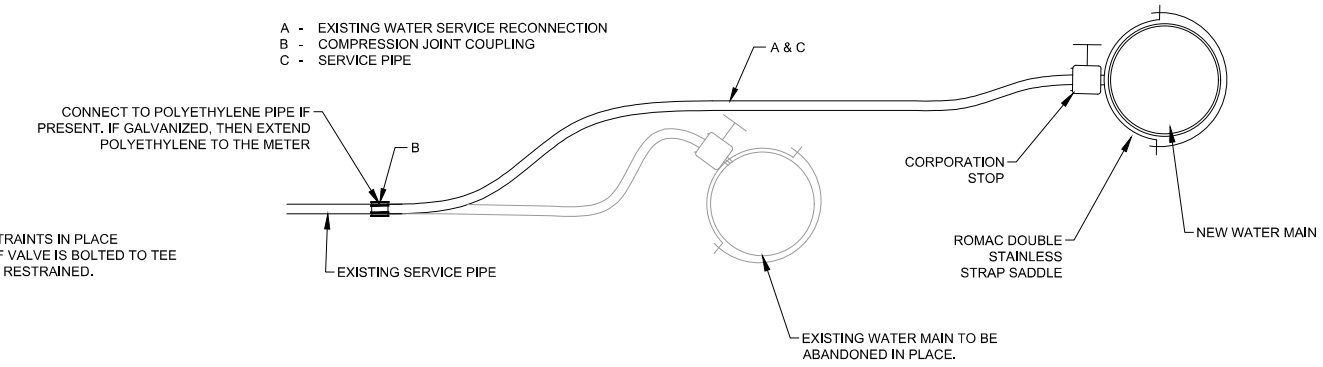


NOTE:
CAN USE JOINT RESTRAINTS IN PLACE OF THRUST BLOCK IF VALVE IS BOLTED TO TEE AND EVERY JOINT IS RESTRAINED.

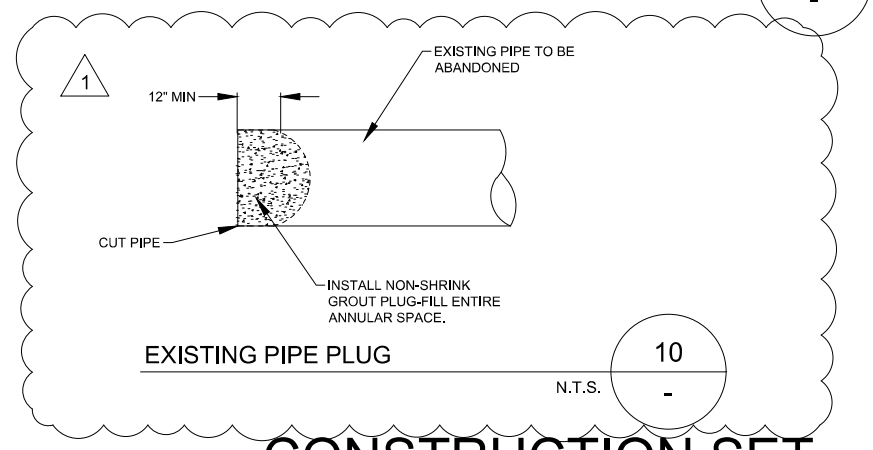
LIST OF MATERIALS

1. CAST IN PLACE CONCRETE THRUST BLOCKS.
2. FIRE HYDRANT, 5¼" M.V.O. MIN., 6" FLG. SHOE, TWO 2½" HOSE CONNECTIONS AND ONE 4½" PUMPER CONNECTION (N.S.T.), BREAK AWAY FLANGE. WATEROUS OR MUELLER, MODERN STYLE YELLOW IN COLOR W/STORZ ADAPTER, HYDRANT FLAG, AND ALPHA INLET.
3. 6" DIA. PVC WATER LINE.
4. FLxMJ HYDRANT SHOE WITH TWO ⅝" DRAIN HOLES.
5. CONCRETE PAD, 15"x15"x4" MIN.
6. 6" GATE VALVE W/RESILIENT WEDGE, AWWA C-509, FL X ALPHA AND 2" SQ. OPERATING NUT.
7. CAST IRON VALVE BOX I.F.C.O. No. 3-C, COVER No. 923-R-(A OR B) BOX AND No. 925-(A, B, C OR D) EXTENSION PIPE.
8. 8"x8"x6" D.I. TEE (MJxFL)
9. STORZ CONNECTOR.
10. 12 GA. TONING WIRE W/DBR SPLICE KIT
11. SPRING STEEL MARKER FLAG #75193 (RED/WHITE REFLECTIVE) OR APPROVED EQUAL.
12. 3M MID-RANGE MARKER #1257. POSITION AS DIRECTED BY CITY.
13. KINGLOCK K-3 FIRE HYDRANT LOCK

FIRE HYDRANT — 7 — N.T.S. -



EXISTING WATER SERVICE RECONNECTION:
EXTEND EXISTING WATER SERVICE TO NEW WATER MAIN — 9 — N.T.S. -



EXISTING PIPE PLUG — 10 — N.T.S. -

CONSTRUCTION SET

REUSE OF DOCUMENTS

THIS DRAWING, AND THE DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CENTURY WEST ENGINEERING CORPORATION, AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF CENTURY WEST ENGINEERING CORPORATION.

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SANDPOINT

PROFESSIONAL ENGINEER REGISTERED 19790 STATE OF IDAHO RYAN J. LUTTMANN
Digitally signed by Ryan Luttmann Date: 2024.06.28 13:54:57-07'00'

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
0" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS
1	6/27/24	AWS	RJL	COUPLINGS, VERTICAL THRUST BLOCK, EXISTING PLUG

CENTURY WEST ENGINEERING
SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

DESIGNED BY: RJL
DRAWN BY: AWS
CHECKED BY: RJL
DATE: MAY 2024
PROJECT NO: 51004.006.01
SCALE: AS NOTED

CITY OF SANDPOINT
CHESTNUT ST. AND N. BOYER AVE WATER PROJECT

DETAILS

DRAWING NO. D-02
SHEET NO. 06 of 06

Docusign Envelope ID: 829C673F-1EE3-4BC5-9696-33604F556388

Docusign Envelope ID: 829C673F-1EE3-4BC5-9696-33604F556388

SPECIAL PROVISIONS

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.

The terms used in these Special Provisions have the meanings stated in the General Conditions. Additional terms used in these Special Provisions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Special Provisions is the same as the address system used in the ISPWC.

SECTION 303 EXPLORATORY EXCAVATION

PART 4 MEASUREMENT AND PAYMENT

Supplement Paragraph 4.1 with the following:

4.1 Exploratory excavation is incidental to other work. No separate measurement or payment will be made.

SECTION 304 TRENCH FOUNDATION STABILIZATION

PART 2 MATERIALS

Delete Paragraph 2.3.A in its entirety and replace with the following:

A. Field testing will be performed by the Contractor's third party, independent and qualified tester.

SECTION 305 PIPE BEDDING

PART 2 MATERIALS

Delete Section 2.2 in its entirety, and insert the following in its place:

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2.2 Type I Bedding Material: Bedding material will meet the requirements of Section 802 Crushed Aggregates, ¾ in. (Type I) or as approved by the City Engineer.

Delete Paragraph 2.6.A in its entirety and replace with the following:

A. Field testing will be performed by the Contractor's third party, independent and qualified tester.

SECTION 306 TRENCH BACKFILL

PART 2 MATERIALS

Add the following new paragraphs immediately after Paragraph 306.2.1.D

E. Controlled-density fill (CDF) material is not allowed for use as backfill material.

F. Field testing will be performed by the Contractor's third party, independent and qualified tester.

Delete Paragraph 2.2 in its entirety, and insert the following in its place:

2.2 Native Trench Backfill Material. Native material will not be allowed for use as trench backfill.

PART 4 MEASUREMENT AND PAYMENT

Delete Section 306.4.1 in its entirety, and insert the following in its place:

4.1 Imported Trench Backfill for installation of pipes will be incidental to the pipe being installed.

SECTION 307 STREET CUTS AND SURFACE REPAIRS

PART 2 MATERIALS

Add the following new paragraph immediately after Paragraph 2.6:

2.7 Plant Mix Asphalt for Type "P" Surface Restoration

A. Plant Mix Pavement for Type "P" Surface Restoration shall comply with the requirements of paragraph 2.1.D Superpave Method Design Criteria, Mixture Type SP-3 or as approved by the City Engineer.

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SECTION 401 WATER PIPE AND FITTINGS

PART 2 MATERIALS

Delete Paragraph 2.6.A in its entirety, and insert the following in its place:

2.6.A Couplings:

1. Main Line Couplings: Romac Alpha wide range restraining coupling or approved equal. Install per manufacturers requirements and as directed by the City Engineer.

PART 3 WORKMANSHIP

Delete Paragraph 3.1.G in its entirety, and insert the following in its place:

3.1.G Contractor shall coordinate with the City of Sandpoint prior to any water main shutdown. A minimum of 72-hour notice is required. Work must occur on a weekday between the hours of 9 am and 4 pm to minimize impacts to users.

SECTION 402 HYDRAULIC VALVES

PART 2 MATERIALS

Add the following new paragraph immediately after Paragraph 2.8:

2.9 Electronic Marking System (EMS) Mid-Range Marker: 3M Mid-range Marker #1257 or approved equal.

PART 3 WORKMANSHIP

Add the following new paragraph immediately after Paragraph 3.2.F:

3.2.G Install an Electronic Marking System (EMS) Mid-Range Marker at each main line water valve. Position as directed by the City Engineer and per manufacturers requirements.

SECTION 404 WATER SERVICE LINE AND METERS

PART 2 MATERIALS

Delete Paragraph 2.4.C.1 in its entirety, and insert the following in its place:

2.4.1.1 Couplings:

1. Service Line Couplings: A.Y. McDonald Pak Coupling or approved equal. Install per manufacturers requirements and as directed by the City Engineer.

Add the following new paragraph immediately after Paragraph 2.4.H:

2.4.I. Electronic Marking System (EMS) Mid-Range Marker: 3M Mid-range Marker #1257 or approved equal.

PART 3 WORKMANSHIP

Delete Paragraph 3.2.A in its entirety, and insert the following in its place:

3.2.A Contractor shall coordinate with the City of Sandpoint and property owner prior to any service interruption. A minimum of 72-hour notice is required. Work must occur on a

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weekday between the hours of 9 am and 4 pm to minimize impacts to users. Disruption of service shall not exceed 4 hours in duration. Service disruptions greater than 4 hours must be pre-approved by the City Engineer. Temporary water service and metering may be required at no additional cost to the City.

Add the following new paragraph immediately after Paragraph 3.2.L:

3.2.M. Install an Electronic Marking System (EMS) Mid-Range Marker at each main line water valve and each water service curb stop. Position as directed by the City Engineer and per manufacturers requirements.

PART 4 MEASUREMENT AND PAYMENT

Delete Paragraph 4.1.A. in its entirety, and insert the following in its place:

A. Existing Water Service Reconnection: Per each as specified. Bid Item includes excavation, bedding, backfill, service tap and saddle, corporation stop, service pipe, fittings, connection to existing service line, and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 404.4.1.A.1.
2. Bid Schedule Description: Existing Water Service Reconnection…each (EA)

SECTION 810 PLANT MIX PAVEMENT

PART 1 GENERAL

Add the following new paragraph immediately after Paragraph 1.1.A.:

1.1.B. Plant Mix Pavement shall meet the requirements of paragraph 2.1.D. Superpave Method Design Criteria. The job mix formula shall comply with the requirements for Mixture Type SP-3.

PART 4 MEASUREMENT AND PAYMENT

Delete Paragraph 4.1.A in its entirety, and insert the following in its place:

4.1.A Plant Mix Pavement - By the ton measured by truck tickets for pavement placed on the roadway as indicated on the drawings. Saw cutting of existing pavement shall be incidental to other Bid Items.

1. Bid Schedule Payment References: 810.4.1.A.1.
2. Bid Schedule Description: Plant Mix Pavement …ton (TON).

SECTION 1001 CONSTRUCTION SITE MANAGEMENT

PART 4 MEASUREMENT AND PAYMENT

Delete Paragraph 4.1.A in its entirety and insert the following in its place:

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4.1.A Sediment Control and Construction Site Management: by the lump sum for all work associated with erosion and sediment control, and construction site management, including developing and maintaining a Stormwater Pollution Prevention Plan (SWPPP) if required, all required appurtenances for construction site housekeeping, sediment collection, runoff diversion, storm drain and channel protection, access control, dust control, and health and safety. All Stormwater Best Management Practices (BMPs) shall be incidental to this pay item.

1. Bid Schedule Payment References: 1001.4.1.A.1.
2. Bid Schedule Description: Sediment Control and Construction Site Management…lump sum (LS).

SECTION 1103 CONSTRUCTION TRAFFIC CONTROL

PART 1 GENERAL

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.

PART 3 WORKMANSHIP

Delete Paragraph 3.1.B in its entirety, and insert the following in its place:

3.1.B. Contractor shall submit a Traffic Control Plan to the City Engineer for approval prior to any lane closures. The Traffic Control Plan shall specify how the Contractor will minimize the risk to vehicles, motorcycles, and bicycles caused by construction activities. Shoulder work must follow the most current MUTCD for Typical Application 3 – Work on the Shoulders and/or Typical Application 6 - Shoulder Work with Minor Encroachment. A separate traffic control plan must be provided for any deviation from the typical applications.

Delete Paragraph 3.1.C in its entirety, and insert the following in its place:

3.1.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. .

Delete Paragraph 3.1.E in its entirety, and insert the following in its place:

3.1.E. To accommodate paragraph D above, full roadway closure of one block of Chestnut Street may be proposed for a period not to exceed 5 days upon City approval. Intersection closures shall provide flagging and/or an approved detour route. Contractor shall provide measures as necessary to allow emergency vehicle access to all properties at all times.

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Delete Article 3.2 in its entirety and replace with the following:

3.2 Accommodations for the Public.

A. 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 road closure and not adversely affect the adjacent residents as determined by the city. A designated staging area is not provided for this project. At the end of each working shift, heavy equipment shall be staged on the shoulder and not obstructing the roadway. Equipment, materials, and Contractor vehicles shall not be parked blocking driveways or otherwise obstructing access to residences.

B. Emergency Vehicle Accommodations – Provide and maintain reasonable access to all locations for emergency vehicles at all times. A minimum passage width of 14-feet, capable of supporting at least 66,000 pounds is required for emergency vehicles at all times unless otherwise specified or approved by the Owner.

C. Delivery Accommodations – Contractor to accommodate postal and other freight carrier deliveries. Contractor shall provide reasonable access or delivery support to ensure residents are able to plan accordingly and receive packages without delay.

D. Garbage / Disposal Accommodations - Provide and maintain access to the garbage/recycle receptacles for the haulers.

E. Protection of Trench – Unattended trenches must be covered or backfilled. Contractor shall 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 stacked 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.

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 is included in this item.

B. Items which are not to be included in this item include but are not limited to:

1. Any portion of the Work covered by specific Contract item or incidental Work which is to be included in a Contract item or items.

2. Profit, interest on borrowed money, overhead, or management costs.

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PART 2 MATERIALS

NOT USED

PART 3 WORKMANSHIP

3.1. The Contractor shall provide and maintain enclosed portable restroom facilities for the use of Project personnel.

3.2 The Contractor shall limit mobilization of material and resources to a quantity that may be installed within a 5-7 day period.

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.

***** END SECTION *****

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PERFORMANCE 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, Idaho 83864	Description *(name and location)*: A24-3457-2 Chestnut St and N Boyer Ave Water Main Project Contract Price: **$420,500.00** Effective Date of Contract: **July 18, 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)*: A24-3457-2 Chestnut St and N Boyer Ave Water Main Project Contract Price: **$420,500.00** Effective Date of Contract: **7/18/2024**

Bond

Bond Amount:

Date of Bond:

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

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

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

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

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

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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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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 paragraphs 5.01 and 5.02 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	LUMP SUM	$ 25,000.00
1001.4.1.A.1.	Sediment Control and Construction Site Management Per Lump Sum	LS	1	LUMP SUM	$ 2,500.00

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1103.4.1.A.1.	Construction Traffic Control Per Lump Sum	LS	1	LUMP SUM	$ 40,000.00
301.4.1.A.1	Trench Excavation Per Linear Foot	LF	980	$ 80.00	$ 78,400.00
305.4.1.A.1	Class A-1 Pipe Bedding Per Linear Foot	LF	980	$ 8.00	$ 7,840.00
401.4.1.A.1.	Water Main Pipe - 8 Inch – C900 Per Linear Foot	LF	20	$ 120.00	$ 2,400.00
401.4.1.A.1.	Water Main Pipe - 16 Inch – C900 Per Linear Foot	LF	930	$ 100.00	$ 93,000.00
401.4.1.A.1.	Water Main Pipe - 14 Inch – C900 Per Linear Foot	LF	30	$ 250.00	$ 7,500.00
402.4.1.A.1.	Valve – 16 Inch - RSGV Per Each	EA	5	$ 12,000.00	$ 60,000.00
402.4.1.A.2.	Valve – 8 Inch - RSGV Per Each	EA	2	$ 5,000.00	$ 10,000.00
403.4.1.A.1.	Hydrant Per Each	EA	2	$ 9,300.00	$ 18,600.00
404.4.1.B.1.	Existing Water Service Reconnection Per Each	EA	5	$ 2,500.00	$ 12,500.00
802.4.1.B.1	Crushed Aggregate for Base Type 1 Per Ton	TN	350	$ 30.00	$ 10,500.00
810.4.1.A.1	Plant Mix Pavement, SP-3 Per Ton	TN	260	$ 201.00	$ 52,260.00
	TOTAL OF BID SCHEDULE A				$ 420,500.00

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, and

2. 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.

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ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	6/25/24
#2	6/27/24

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

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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 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

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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: 07/09/24
(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: 07/09/24
(typed or printed)

Address for giving notices: 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)*: Bid No. 24-3457-3 Chestnut St and N Boyer Ave Water Main Bid Due Date: July 09, 2024

Bond

Penal Sum: Five Percent of Total Bid (5% of total bid)

Date of Bond: June 24, 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: Deborah S. Neichter *(Signature)*
Name: Jenny Stewart *(Printed or typed)*	Name: Deborah S. Neichter *(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.

FRANKENMUTH INSURANCE COMPANY CORPORATE SEAL 7868 MICHIGAN

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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.

FRANKENMUTH INSURANCE CORPORATE SEAL 1868 MICHIGAN 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

SUSAN L FRESORGER NOTARY PUBLIC MY COMMISSION EXPIRES APR 3, 2028 County of Saginaw STATE OF MICHIGAN

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 24th day of June, 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
Electrical N/A	N/A	N/A
HVAC N/A	N/A	N/A
Plumbing 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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Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CONTRACTOR

025627 - UNLIMITED - 1
License Number

03/07/2016
Original License Issued

This is to certify that

STEWART CONTRACTING INC

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate.

This license expires: 05/31/2025

Licensee Signature

Russell Barron, Administrator

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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 — 461 Paradise Lane, Pinehurst, Idaho 83850
(Name) (Address)

Article 4: Incorporator name and address:
Gregory S. Stewart — PO BOX 1275, Pinehurst, Idaho 83850
(Name) (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
CK:1002 CT:296640 BH:1498128
1@ 100.00 = 100.00 CORP #2

C 207606

AGENDA REPORT

City Council Meeting

TODAY'S DATE: July 01, 2024

MEETING DATE: July 17, 2024

TO: Mayor & City Council

FROM: Rod Berget, Utilities Supervisor

SUBJECT: Approve Purchase Order 24-1273 to Consolidated Supply Co.

DESCRIPTION/BACKGROUND:

There are over 5,000 metered accounts in the water service area. Each year the City plans and budgets for meter replacement and new meter installations. The RFP this year includes 400 replacement register/endpoints and new meters for installation in new construction, including (100) – 3/4 " meters for residential and (45) – 1"- 2" meters for townhomes, condominiums, apartments, and Travers Park, and (2) – 3" meters to replace existing-aging meters at Bonner General Hospital and an apartment complex serviced located in Ponderay. A full assembly (meter, register and endpoint) is provided for new installations. The meter is the brass body, the register is the dial that measures and sums the flow and amount of water, the endpoint is the electronic sending device that sends data to a data collector. Costs for the new meter installations are recovered with the building permit and connection fee. Replacement meters and parts are anticipated every year for the repair or replacement of aging or damaged meters.

The City released RFP No. 24-3452-1 Badger Meters, Registers, and Endpoints on June 13, 2024. The Solicitation closed June 27, 2024, and two proposals were received. The proposal that scored highest is Consolidated Supply Co. The proposal scoring summary is as follows:

Consolidated Supply Co.	$198,441.82
General Pacific, Inc.	$ 217,136.00

STAFF RECOMMENDATION:

Staff asks City Council to consider approval of Purchase Order No. 24-1273 in the amount of $198,441.82 to Consolidated Supply Co. for the purchase of Badger water meters, registers, and endpoints for water distribution.

ACTION:

Approve Purchase Order No. 24-1273 in the amount of $198,441.82 to Consolidated Supply Co. for the purchase of Badger water meters, registers, and endpoints for water distribution.

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

ATTACHMENTS:

Proposed Resolution

Purchase Order No. 24-1273

No: 24-
Date: July 17, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: PURCHASE OF BADGER WATER METERS, REGISTERS, AND ENDPOINTS FROM CONSOLIDATED SUPPLY CO. (CITY PURCHASE ORDER NO. 24-1273)

WHEREAS: There are over 5,000 metered accounts in the Sandpoint water service area, with the City planning and budgeting each year for replacement of aging or damaged meters, along with new meter installation;

WHEREAS: A full assembly - meter (brass body), register (dial that measures and sums the flow and amount of water) and endpoint (electronic device that transmits data) - is provided for new installations, with the cost of these new installations recovered with the building permit and connection fee;

WHEREAS: For this year's purchase, the City requested proposals under RFP No. 24-3452-1 for 400 replacement register / endpoints and new meters for installation in areas of new construction, including 100 ¾" meters for residential, 45 1"- 2" meters for townhomes, condominiums, apartments and Travers Park, and 2 3" meters to replace existing, aging meters at Bonner General Hospital, as well as an apartment complex served by Sandpoint water that is located in Ponderay; and

WHEREAS: The solicitation closed June 27, 2024, with two proposals received, and the highest scoring proposal from Consolidated Supply Co.

NOW, THEREFORE, BE IT RESOLVED THAT: City of Sandpoint Purchase Order No. 24-1273, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, for the purchase of Badger water meters, registers, and endpoints in the amount of $198,441.82 is hereby approved.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or authorized designee is hereby permitted to execute documents necessary to effect this purchase.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

PURCHASE ORDER

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
	24-1273

SUPPLIER:

VENDOR: 000493

CONSOLIDATED SUPPLY CO.
PO BOX 5788
PORTLAND, OR 97228
PH: 208-263-8561 FX: 503-684-3254
EMAIL: garlau@consolidatedsupply.com;SHELLEY.KELLY@CONSOLI

SHIP TO:

[No Converted Name]
2024 INDUSTRIAL DRIVE

,
PHONE: (208) 255-2657
CHUGHES@SANDPOINTIDAHO.GOV

Description: BADGER METERS, REGISTERS, AND ENDPOINTS - 2024

Details: 1. QUANTITY: 150 EACH - BADGER M25 HRE REGISTER; USG; ORION ME ENDPOINT; 5 FOOT LEAD; "NO METER" THROUGH LID MOUNTING KIT; TWIST TIGHT CONNECTOR; SSS; TORX SCREW;

2. QUANTITY: 80 EACH – BADGER M25 - 5/8" X ¾" BRONZE METER; HRE REGISTER; USG; ORION ME ENDPOINT; 5 FOOT LEAD; THROUGH LID MOUNTING KIT; TWIST TIGHT CONNECTOR; SSS; TORX SCREW

3. QUANTITY: 10 EACH – BADGER M55 HRE REGISTER; USG; ORION ME ENDPOINT; 5 FOOT LEAD; "NO METER" THROUGH LID MOUNTING KIT; TWIST TIGHT CONNECTOR; SSS; TORX SCREW;

4. QUANTITY: 6 EACH – BADGER M55 - 1" BRONZE METER; NSF61 CERTIFIED;; HRE REGISTER; USG; ORION ME ENDPOINT; 5 FOOT LEAD; THROUGH LID MOUNTING KIT; TORX SCREW;

5. QUANTITY: 10 EACH – BADGER M70 - 1" HRE REGISTER; USG; ORION ME; "NO METER"; 10 FOOT WIRE LEAD; THROUGH LID MOUNTING KIT; TWIST TIGHT CONNECTOR; SSS; NSF61 CERTIFIED;

6. QUANTITY: 10 EACH – BADGER M70 – 1" BRONZE METER; NSF61 CERTIFIED; HRE REGISTER; USG; ORION ME ENDPOINT; 10 FOOT LEAD; THROUGH LID MOUNTING KIT; TWIST TIGHT CONNECTOR; TORX SCREW;

7. QUANTITY: 10 EACH – BADGER M120 HRE REGISTER; USG; ORION ME ENDPOINT; 5 FOOT LEAD; "NO METER"; THROUGH LID MOUNTING KIT; TWIST TIGHT CONNECTOR; SSS; TORX SCREW;

8. QUANTITY: 10 EACH – BADGER M120 – 1 ½" FLGD METER; HRE ENDPOINT; 5 FOOT LEAD; THROUGH LID MOUNTING KIT; TWIST TIGHT CONNECTOR; SSS; TEST PLUG; TORX SCREW.

9. QUANTITY: 10 EACH - BADGER HRE REGISTER; USG; ORION ME ENDPOINT; 5 FOOT LEAD; "NO METER"; THROUGH LID MOUNTING KIT; TWIST TIGHT CONNECTOR; SSS; TORX SCREW; AND

10. QUANTITY: 10 EACH - BADGER M170 2" FLGD METER; HRE ENDPOINT; 5 FOOT LEAD; THROUGH LID MOUNTING KIT; TWIST TIGHT CONNECTOR; SSS; TEST PLUG; TORX SCREW.

NO SHIPPING/FREIGHT CHARGES

LEAD TIME 9-12 MONTHS

Item No.	QTY	Unit	Description	Unit Price	Amount
BADGER M25 HRE REGISTER	400.00	Units	BADGER M25 HRE REGISTER	272.53	

PURCHASE ORDER
CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
	24-1273

BADGER M25 5/8" X 3/4" BRONZE METER	100.00	Units	BADGER M25 5/8" X 3/4" BRONZE METER	360.44	
BADGER M55 HRE REGISTER	20.00	Units	BADGER M55 HRE REGISTER	272.53	
BADGER M55 1" BRONZE METER	20.00	Units	BADGER M55 1" BRONZE METER	497.80	
BADGER M120 HRE REGISTER	10.00	Units	BADGER M120 HRE REGISTER	272.53	
BADGER M120 1 1/2" FLGD METER	20.00	Units	BADGER M120 1 1/2" FLGD METER	893.41	
BADGER M170 HRE REGISTER	10.00	Units	BADGER M170 HRE REGISTER	272.53	
BADGER M170 2" FLGD METER	5.00	Units	BADGER M170 2" FLGD METER	1,194.50	
BADGEER 3" COMPOUND METER WITH HRE REGST	2.00	Units	BADGEER 3" COMPOUND METER WITH HRE REGST	4,343.96	
				Total:	$198,441.8

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

PURCHASE ORDER
CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
	24-1273

Visit www.sandpointidaho.gov for More Details

Date Printed: 07/09/2024

Authorized Signature

AGENDA REPORT

City Council Meeting

TODAY'S DATE: 07/10/24

MEETING DATE: 07/17/24

TO: City Council

FROM: G Gilcrease, Fire Chief

SUBJECT: MOU between City of Sandpoint and IAFF Local 2319

DESCRIPTION/BACKGROUND: Section B-4, Promotions, under Article 27 of the City's 2021-2024 Collective Bargaining Agreement (CBA) with the International Association of Firefighters Local 2319 (Union) provides that a candidate who passes a promotional eligibility test is eligible for swing-up assignments once they have completed all necessary requirements for the swing-up assignment.

At this time, an MOU between the City and the Union has been proposed as an amendment to the current CBA in order for two established Sandpoint firefighters to be released from the requirement of a promotional eligibility test and allowed, with conditions, to move directly to the officer task book. This MOU was contemplated prior to the current CBA negotiation period, but it was not presented at that time, as this issue was going to be addressed and the deficiency corrected in the new contract language, with anticipation that the new negotiated contract would have been ratified prior to the necessity of this amendment to the current contract.

Since the new contract has not yet been ratified, staff requests and recommends approval of the MOU at this time in order to amend the current CBA so that this change is in place within the current contract until ratification of the new CBA, where this issue is addressed and the deficiency corrected in the new contract language accepted by the Union representatives and the City's negotiating team.

STAFF RECOMMENDATION: Approval of the aforementioned MOU, effecting a change to the current CBA, which is already approved for the new CBA, anticipated for Council consideration in August 2024.

ACTION: Motion to approve the Memorandum of Understanding for Amendment to Article 27 of the 2021-2024 Collective Bargaining Agreement with the International Association of Firefighters Local 2319

WILL THERE BE ANY FINANCIAL IMPACT? No **HAS THIS ITEM BEEN BUDGETED?** n/a

ATTACHMENTS: Proposed Resolution with accompanying Memorandum of Understanding

No: 24-
Date: July 17, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: MEMORANDUM OF UNDERSTANDING FOR AMENDMENT TO ARTICLE 27 OF THE 2021-2024 COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2319

WHEREAS: An amendment to the City's 2021-2024 Collective Bargaining Agreement (CBA) with the International Association of Firefighters Local 2319 (Union) has been proposed to establish the terms and conditions for a one-time omission of CBA Article 27, Promotions, Section B-4;

WHEREAS: This section provides that a candidate who passes a promotional eligibility test is eligible for swing-up assignments once they have completed all necessary requirements for the swing-up assignment; and

WHEREAS: The Sandpoint Fire Chief and the Union request and recommend this amendment in order for two established Sandpoint firefighters to be released from the requirement of a promotional eligibility test and allowed to move directly to the officer task book, so long as the book is completed within a 12-month period and any other necessary requirements are met, with this amendment in full force and effect through July 1, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT: The Memorandum of Understanding for Amendment to Article 27 of the 2021-2024 Collective Bargaining Agreement above referenced, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved.

BE IT FURTHER RESOLVED THAT: The Mayor, on behalf of the City, is authorized to sign and enter into this Memorandum of Understanding.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SANDPOINT
AND SELKIRK FIREFIGHTERS LOCAL 2319 SANDPOINT GROUP

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Sandpoint and Selkirk Firefighters Local 2319 Sandpoint Group

2. Purpose. The purpose of this MOU is to establish the terms and conditions for the one-time omission of CBA Article 27 Promotions Section B number 4. "A candidate who passes a promotional eligibility test is eligible for swing-up assignments once they have completed all necessary requirements for the swing-up assignment".

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than July 1st, 2025. This MOU may be terminated, without cause, by either party upon 30 day written notice, which notice shall be delivered by hand or by certified mail.

4. Responsibilities of City of Sandpoint. To acknowledge the one-time omission of the CBA Article 27 and release the requirement of a promotional eligibility test, to go straight to an Officer task book. The Officer task book must be completed in a twelve month period. Once Allo Pucci and Solan Wolf begin the task book, they will be eligible for swing up shifts with compensation. Solan Wolf must complete the recruit academy before beginning the Officer task book. At any point in time the Fire Chief determines either party is not "making the grade" on task book assignments, their swing up status may be revoked.

5. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Entirety of Agreement. This MOU, consisting of 2 pages, represents the entire and integrated agreement between the parties regarding omission of the promotional eligibility test prior to swinging up.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

City of Sandpoint

Jeremy Grimm, Mayor Date

Selkirk Firefighters Local 2319

Lucas Bloxsom, Vice President Date

AGENDA REPORT

City Council Meeting

TODAY'S DATE: July 9, 2024

MEETING DATE: July 17, 2024

TO: City Council, Mayor

FROM: Jason Welker, Community Planning & Development Director

SUBJECT: Public Hearing/Decision on Sandpoint Comprehensive Plan Update

DESCRIPTION/BACKGROUND:

Sandpoint's currently adopted Comprehensive Plan, developed over 20 months in 2008 and 2009, was "intended to be a road map for the community to follow as they consider planning decisions both large and small; some the City can control, some facilitate." Under state statute, Comprehensive Plans are to be updated every 10 years, so that they remain relevant to the community that exists, even as its demographic makeup and its residents' values and desires change over time. The update to the 2009 plan began in 2019, right within the timeframe described by state law. In October 2019 the Comp Plan update kicked off with 52 residents participating in a public workshop at the East Bonner County Library. By December 2019 the Airport chapter, fast-tracked due to a new state requirement, was adopted as an amendment to the 2009 plan. Over the months that followed in winter 2019/20, Comp Plan development progressed at a fever pace, with around 20 public engagement opportunities offered.

When COVID arrived in spring 2020 development of the Comp Plan update was paused, and over the next two years turnover on City staff further stinted progress on the effort. In October 2022 the first workshop in over two years was held, with open houses being held in City Hall on the Housing chapter. Further questionnaires and surveys were rolled out in early 2023, with the draft plan going up for public online review starting in April 2023.

Participation in 2019-2020

- **5** Community Events
- **8** Online Activities
- **31** Stakeholder Interviews
- **10** Board, Commission and Steering Committee Meetings
- **192** Event Participants
- **764** Survey Responses

Participation in 2022-2023

- **3** Community Events
- **3** Online Activities
- **13** Board and Planning Commission Meetings
- **172** Public Comments on the Draft Plan

By the end of 2023 City planning staff and our consultants at Logan Simpson had prepared a "final" draft, which was brought to City Council in December 2023 for a public hearing and to consider for adoption. The Council at that time voted to delay final adoption to give the incoming Mayor and councilmembers a chance to weigh in.

Subsequently, three joint City Council and Planning & Zoning Commission workshops were held in late winter and spring 2024, over which chapters 1-5 underwent a deep dive by the newly elected officials. In May 2024 City planning staff, with direction from the mayor, requested that council members provide written suggestions for changes to the remaining chapters 6-12. On June 20th a final special workshop was held to review those changes, after which Logan Simpson was provided with a table showing all the newly elected officials' desired edits to the draft document from December 2023. The result is the final draft up for a Public Hearing and to consider for adoption at this time.

The full document, along with associated appendixes and a detailed public engagement summer can be found at https://www.sandpointidaho.gov/compplan/

STAFF RECOMMENDATION: Adoption of the updated Sandpoint Comprehensive Plan

ACTION: Approve the Resolution accepting the updated Sandpoint Comprehensive Plan

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

ATTACHMENTS:

1. Notice of Public Hearing
2. Proposed Resolution
3. Draft Comp Plan can be found at https://www.sandpointidaho.gov/compplan

Notice of Public Hearing

Notice is hereby given that the Sandpoint City Council intends to consider adoption of the updated City of Sandpoint Comprehensive Plan during its regular meeting on Wednesday, July 17, 2024, at 5:30 p.m. in Council chambers at Sandpoint City Hall, 1123 W. Lake St., Sandpoint, Idaho, and will, at that time and place, hold a public hearing to accept public testimony on this matter. Written comments will also be accepted and will be included in the meeting packet if received at City Hall or by email to cityclerk@sandpointidaho.gov on or before 5:00 p.m. on Thursday, July 11, 2024. The draft Plan can be found on the City website at www.sandpointidaho.gov/compplan or can be made available for review at City Hall upon request during regular business hours, Mon-Fri, 8am-5pm (except holidays). Seating within Council chambers is on a first-come first-served basis, but overflow areas are provided, and those who wish to testify will be allowed entry into the room at the time of their testimony. Requests for special accommodation for the public hearing need to be received at the email address noted above or by phone at (208) 263-3310 at least 48 hours prior to the meeting.
Legal#6235
AD#24895
July 2, 2024

No: 24-
Date: July 17, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: ADOPTION OF THE SANDPOINT COMPREHENSIVE PLAN

WHEREAS: Pursuant to Idaho Code Title 67, Chapter 65, the City of Sandpoint is required to prepare and adopt a Comprehensive Plan that considers previous and existing conditions, trends, compatibility of land uses, desirable goals and objectives or desirable future situations for each of the planning components listed in this statute and must be updated every ten years;

WHEREAS: Sandpoint's currently adopted Comprehensive Plan, developed over 20 months in 2008 and 2009, was intended to be a road map for the community to follow as they consider planning decisions, both large and small, some of which the City can control and some which are facilitated;

WHEREAS: The update to the Plan began in 2019, launched in October that year with 52 residents participating in a public workshop at the East Bonner County Library;

WHEREAS: In December 2019, an updated Airport chapter, fast-tracked due to a new state requirement, was adopted as an amendment to the 2009 Plan, and continued development of the Plan progressed robustly, with approximately 20 public engagement opportunities offered during the months that followed in winter 2019-2020;

WHEREAS: Following a pause, due to COVID-19 and some staffing challenges, activities surrounding the Plan update resumed in October 2022, with a workshop and open houses held at City Hall, questionnaires and surveys circulated in early 2023, and the draft Plan available for public review starting in April 2023;

WHEREAS: By the end of 2023, following a public hearing held by the Sandpoint Planning and Zoning Commission and their recommendations to City Council, City Planning staff and consultants from Logan Simpson Design had prepared a final draft, which was presented to City Council in December 2023 for a public hearing and adoption consideration, with Council deciding at that time to delay adoption in order to provide the new incoming Mayor and new Council members an opportunity to weigh in as elected officials;

WHEREAS: Subsequently, three joint City Council / Planning and Zoning Commission workshops were held in winter/spring 2024, at which time chapters 1 - 5 of the Plan were reviewed and requests for revisions made by Council members, followed by revisions for consideration to chapters 6 - 12 submitted in writing by Council members, with a final City Council work session held on June 20, 2024, for review of those suggestions and final edits made to the document; and

WHEREAS: A public hearing was then announced pursuant to the notice requirements set forth in Idaho Code § 67-6509 and subsequently held during Council's regular meeting on July 17, 2024, at which time public testimony was taken and considered by the Council.

NOW, THEREFORE, BE IT RESOLVED THAT: The updated Sandpoint Comprehensive Plan, 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

The Comprehensive Plan, as approved and adopted, will be attached to this Resolution for reference and permanent retention by the City. The draft, which is a large file, slow to download as an attachment, is not included in its entirety in the meeting packet. The draft Plan can be easily accessed and downloaded by visiting www.sandpointidaho.gov/compplan.

AGENDA REPORT

City Council Meeting

TODAY'S DATE:	July 11, 2024
MEETING DATE:	July 17, 2024
TO:	City Council
FROM:	Mayor Grimm
SUBJECT:	Proposed Ordinance and Summary Amending Sandpoint City Code Title 1, Chapter 6, Municipal Officers and Employees - ***action item***

DESCRIPTION/BACKGROUND: Before the City Council is a proposed ordinance to modify the organizational and operating structure of City Hall, as reflected in the draft FY2025 budget. The proposed changes implement my priority to revert the administration of the City back to the historical mayor/department head structure, with seven (7) appointed positions and the elimination of the City Administrator position. As proposed, the Mayor retains operational oversight of the department heads; however, upon appointment, these positions will be insulated from the risk of termination by the Mayor alone, as is the present situation for non-appointed positions. Under Idaho Code, appointed positions may not be removed without either consent of the majority of the Council or, in the case of the Mayor's objection, with unanimous consent of the Council.

Making these critical positions appointed officials provides department heads the ability to operate, act and voice professional positions without fear of termination for expressing truthful or critical opinions that may, at times, be in conflict with directives of the Mayor. Supporting the modification and expanding the total number of appointed positions within the organization will strengthen discourse, resulting in discussions between the Mayor, the Council and the Directors that will be frank and truthful.

Recognizing that the City of Sandpoint operated under this structure for all but a few years of our history, I believe the historical evidence supports these changes and will allow efficient management of all areas of city services. The concern of siloing, detachment, and fracturing of operations has been raised as a downside of reverting to the department head structure. Having previously held an appointed position as Sandpoint Planning Director, I feel these concerns are unsupported by the known collaboration and teamwork between department heads that held City Hall together in the past. Assuming that I and future mayors remain actively engaged in our duties, the proposal before you ensures that, with regular communication, including weekly department head meetings, continuity and teamwork will drive successful outcomes to benefit the residents and businesses of Sandpoint. Further, granting these subject matter experts the autonomy and responsibility to take action and make decisions for their departments will streamline our operations and demand accountability for the work they perform.

I respectfully ask that the Council support the proposed amendment, adding the Public Works Director, Community Planning and Development Director, and Central Services Director as appointed positions, and subsequently approve the appointment of Jason Welker and Cheryl Hughes, respectively, to the position of Community Planning and Development Director and Central Services Director.

If supported by the Council, this action will leave one department head position, Public Works Director, to be filled. A recruitment effort for this position is currently underway. Once a preferred candidate is selected, as an appointed position, the Council will need to confirm the Mayor's appointment. This is yet another benefit of the proposed change before you, because, as an appointed position, the Council will have ultimate authority to choose who fills this role.

Finally, with the City's participation in the Joint Powers Agreement (JPA) with Sagle and Westside Fire Districts now expired, this ordinance also serves as a housekeeping measure to remove from this chapter reference to the JPA and its bearing on the appointment and employment of the Sandpoint Fire Chief.

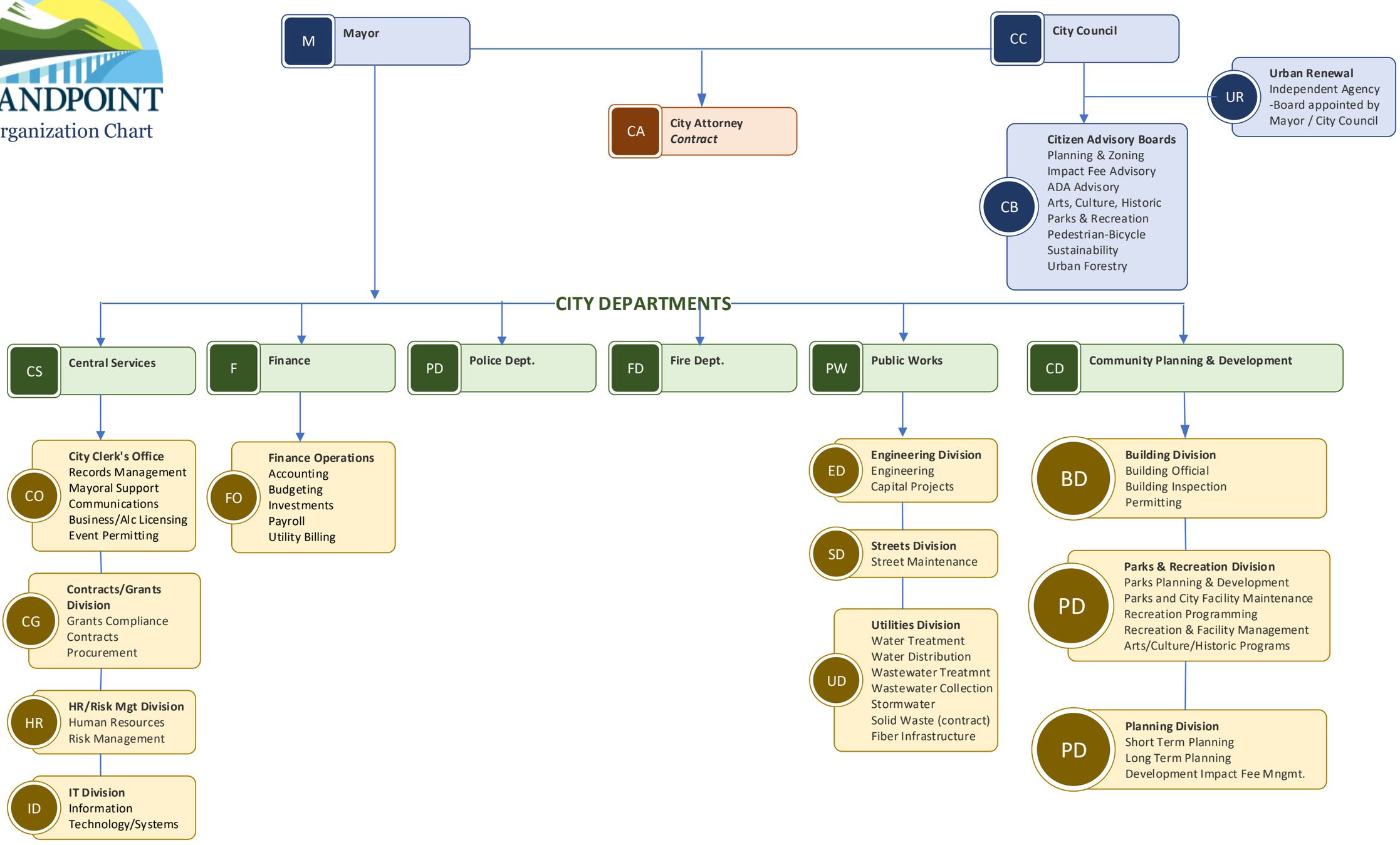
RECOMMENDATION: Approval and adoption of the Ordinance amending Sandpoint City Code Title 1, Chapter 6, Sections 1 and 2, removing City Administrator and adding Public Works Director, Community Planning and Development Director, and Central Services Director as designated appointed officers and officials of the City and deleting reference to the Fire Services JPA. Additionally, confirmation of the Mayor's Community Planning and Development Director and Central Services Director appointments.

ACTION: Approval and adoption of the Ordinance amending Sandpoint City Code Title 1, Chapter 6, Sections 1 and 2, along with approval of the accompanying Summary for newspaper publication, and confirmation of the Mayor's appointments of Jason Welker as Community Planning and Development Director and Cheryl Hughes as Central Services Director.

WILL THERE BE ANY FINANCIAL IMPACT? No **HAS THIS ITEM BEEN BUDGETED?** Yes

ATTACHMENTS: Proposed Ordinance and Summary

SANDPOINT
Organization Chart



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 1, CHAPTER 6, SECTIONS 1 AND 2, PROVIDING FOR APPOINTIVE CITY OFFICERS AND THEIR TERMS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS: Idaho Code § 50-204 provides that the Mayor, with the consent of the City Council, shall appoint a City Clerk, a City Treasurer, and a City Attorney, along with other officers as may be deemed necessary for the efficient operation of the city.

WHEREAS: Sandpoint City Code 1-6-1 provides for the designated appointed officers and officials of the City of Sandpoint.

WHEREAS: Historically, and up until a few years ago, when they were removed by a prior City Council, the list of appointed officials in this City Code section included the City's Public Works Director and Planning Director.

WHEREAS: The City has added a new Central Services Department, with a director appointed.

WHEREAS: Currently, the list of appointed officials includes a City Administrator, with no plan in the foreseeable future to fill that position.

WHEREAS: For purposes of seeking to ensure a sense of continuity between mayoral administrations and to allow City Council to participate in the hiring of department heads and city officials, along with other considerations, the Mayor and City Council wish to reinstate the Public Works Director position, as well as add Community Planning and Development Director, within the list of designated appointed officers and officials of the City and remove the City Administrator position, which will not be filled at this time.

WHEREAS: In addition to the amendments noted above, because the City is no longer participating in the Joint Powers Agreement (JPA) with Sagle and Westside Fire Districts, it is necessary to remove from City Code reference to this agreement and its bearing on the appointment and employment of the Sandpoint Fire Chief.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Sandpoint that:

ORDINANCE SECTION 1 – AMENDMENT TO CITY CODE 1-6-1:

Sandpoint City Code 1-6-1, Appointive City Officers, is hereby amended as follows:

1-6-1: APPOINTIVE CITY OFFICERS:

The designated appointed officers and officials of the city are as follows:

Chief of police

ORDINANCE NO. ____

~~City administrator~~

City attorney

City clerk

City treasurer

Fire chief

Public works director

Community planning and development director

Central services director

Said officials and officers shall be appointed by the mayor and confirmed by the city council in accordance with Idaho Code~~, with the exception of the fire chief, who shall be appointed in accordance with the terms defined in the Joint Powers Agreement (JPA) with Sagle and Westside Fire Districts and confirmed by the city council~~.

ORDINANCE SECTION 2 – AMENDMENT TO CITY CODE 1-6-2:

Sandpoint City Code 1-6-2, Terms of Officers, is hereby amended as follows:

Each and every appointive officer of the city enumerated in section 1-6-1 of this chapter shall serve at the discretion and pleasure of the mayor and city council~~, with the exception of the fire chief whose term shall be defined in the Joint Powers Agreement (JPA) with Sagle and Westside Fire Districts~~. Said officer or official~~, with the exception of the fire chief,~~ may be terminated at any time by the mayor for any cause deemed sufficient. Such removal shall be confirmed by the affirmative vote of one-half (1/2) plus one of the members of the full council. Upon the city council's own initiative, any appointed official may be removed by a unanimous vote of all of the city council members.

ORDINANCE SECTION 3 - REPEAL AND SEVERABILITY:

A. Any provision of the *Sandpoint City Code* found to be inconsistent with this Ordinance is hereby repealed.

B. Should any provision of this Ordinance be deemed unlawful or unconstitutional, such finding shall not affect the remaining provisions of this Ordinance.

ORDINANCE SECTION 4 – PUBLICATION AND EFFECTIVE DATE:

This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED AS AN ORDINANCE OF THE CITY OF SANDPOINT, IDAHO, AT A REGULAR SESSION OF THE SANDPOINT CITY COUNCIL ON _____, 2024.

_____ Attest: _____

Jeremy Grimm, Mayor Melissa Ward, City Clerk

SUMMARY OF CITY OF SANDPOINT
ORDINANCE NO. ____
Appointive City Officers and Terms

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 1, CHAPTER 6, SECTIONS 1 AND 2, PROVIDING FOR APPOINTIVE CITY OFFICERS AND THEIR TERMS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Following is a summary of the provisions of Ordinance No. ____.

Ordinance Section 1 amends Sandpoint City Code Title 1, Chapter 6, Section 1, removing City Administrator and adding Public Works Director, Community Planning and Development Director, and Central Services Director as designated appointed officers and officials of the City.

Ordinance Section 2 amends Title 1, Chapter 6, Section 2, deleting reference to the Joint Powers Agreement (JPA) with Sagle and Westside Fire Districts.

Ordinance Sections 3 and 4 provide for repeal and severability, publication and an effective date.

This publication is a summary of the full Ordinance and is being published pursuant to Idaho Code Section 50-901A. This ordinance was passed and approved upon a proper roll call vote and duly enacted at a properly-noticed session of the Sandpoint City Council, held June 20, 2024. The full text of the Ordinance is on file with the Sandpoint City Clerk and will be promptly provided during regular hours to any citizen on personal request.

Published once in the Legals section of the Bonner County Daily Bee on _____, 2024.

STATEMENT OF LEGAL ADVISOR

I, Zachary Jones, legal advisor for the City of Sandpoint, Idaho, have examined the summary of the ordinance to be presented to the Sandpoint City Council on July 17, 2024, proposing to amend Sandpoint City Code Title 1, Chapter 6, Sections 1 and 2, and find it to be a true and complete summary of said ordinance, providing adequate notice to the public of the contents thereof.

Zachary Jones
City of Sandpoint Legal Advisor

SANDPOINT CITY COUNCIL AGENDA REQUEST FORM

Today's date: 7 / 8 / 24

Date of meeting 7 / 17 / 24

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

Name of Citizen, Organization, Elected Official, or Department Head making request:
Sarah Lynds, Finance Director

Address: 1123 Lake St, Sandpoint, ID 83864

Phone number and email address: (208) 263-3557; slynds@sandpointidaho.gov

Authorized by: Sarah Lynds, Finance Director _____
name of City official *City official's signature*

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

*Subject: FY 2025 Preliminary Annual Budget

Summary of what is being requested: To set the public hearing for the preliminary fiscal year budget and adopt the maximum budget ceiling of $50,499,054.

https://city-sandpoint-id-budget-book.cleargov.com/9034

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

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

   If yes, in what way? _____

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action: | Have they been contacted? **Yes or No**

3. Is there a need for a general public information or public involvement plan? ☐ Yes ☐ No
   If yes, please specify and suggest a method to accomplish the plan: _____

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

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

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

City Staff, please check one box: Consent ☐ Old Business ☐ New Business ☑ Other/Unknown ☐

AGENDA REPORT

City Council Meeting

TODAY'S DATE: July 8, 2024

MEETING DATE: July 17, 2024

TO: Mayor and City Council

FROM: Sarah Lynds, Finance Director

SUBJECT: Preliminary Budget FY 2025

DESCRIPTION/BACKGROUND: The preliminary budget establishes the maximum level of expenditure for the upcoming fiscal year, which cannot be exceeded after approval by the City Council. Upon approval of the preliminary budget, the Council will also set the date for a public hearing where public testimony on the FY2025 proposed budget will be heard prior to adoption of the budget. The proposed public hearing date is August 21, 2024.

Included in the Council packet is the FY2025 Proposed Expenditure Budget Worksheet. As reflected in the worksheet, the proposed budget maximum for adoption is $50,499,054, which is a decrease of $2,475,215 (4.67%) compared to the FY2024 budget.

The overall budget decrease between FY2024 and FY2025 is attributable, in part, to the dissolution of the Fire Joint Powers Agreement. This equates to a reduction in the overall budget of just under $2 million. In accordance with the City of Sandpoint Strategic Plan, adopted in 2022, the proposed FY2025 budget reflects a significant increase in capital expenditures for water and wastewater projects, including design and phased upgrades/replacements to the wastewater treatment plant. These projects are funded through utility user fees.

Overall, General Fund expenditures overall has increase by $1.21 million from FY 2024 and Special Revenue Funds will decrease by $7.31 million. The General Fund overall increase is in part due to the Great Northern reconstruction project budget and the Special Revenue Funds decrease is due to the James Russell Sports Center facility project completion in the Parks Improvement Fund.

The proposed budget contains a 2.0% market adjustment for employees to correspond with benchmarking of regional agencies and to fund a potential increase in costs for health insurance at the renewal date of January 1, 2025. In addition, step increases for employees commensurate with the adopted Salary Administration Policy have been included.

In the proposed FY2025 budget, expenses across City departments/divisions either increase due to one-time projects or changes in employee 'home' department/division classifications or are consistent with FY2024. A few exceptions are the elimination of the Administration Services budget and the creation of Community Planning and Development Dept (CPD) Administration and the James E. Russell Sports Center Facility operations budget. The Park & Rec Planning & Arts/History/Culture Services budget has been moved into the CPD Administration budget.

The proposed FY2025 budget anticipates levying $5,131,368 in property taxes in accordance with State law. The current year budget does not reflect property tax relief due to actual FY2023 resort city occupancy/lodging tax revenues that were less than anticipated and budgeted. The FY2025 property taxes to be levied are $336,649 more than the prior year's levy amount of $4,794,719.

Preliminary new construction is valued at $58,810,689, with 90% of this value available for levy purposes, resulting in projected property tax revenues of $138,017. *The final levy rate to use for the new construction calculation will not be available until later in July.* State law (per House Bill 389, passed by the Idaho Legislature in 2021), requires entities to use the 2024 Net Taxable Value for the preliminary levy rate, which will not be available until after the third Thursday in July. The proposed budget also includes levying $51,794 of the total $399,493 available forgone property tax from prior years for the purchase of public safety vehicles. This amount is also subject to change when the 2024 net taxable value is released.

A digital budget book has been posted online, with a link available under News & Announcements on the to the City home page, www.sandpointidaho.gov. A direct link can also be found at the end of this staff report. The budget book contains a narrative discussion of the FY2025 proposed projects, maintenance, and operations, as well as a comprehensive Capital Improvement One-year Plan, which includes all capital projects over $75,000. It also provides an analysis of the proposed budget, as compared to prior years' revenues and expenses. A budget workshop will take place at the August 7, 2024, meeting.

A special meeting will be scheduled if a second budget workshop is needed in advance of the public hearing and final adoption. The public hearing and final adoption of the FY2025 budget is proposed for the August 21 City Council Meeting.

STAFF RECOMMENDATION: Approve the Preliminary Maximum Budget for Fiscal Year 2025 and set a date for the public hearing on August 21, 2024, to take public testimony and consider adoption of the final FY2025 budget.

ACTION: Council adoption of the proposed budget ceiling for FY2025 and scheduling the public hearing for August 21, 2024.

WILL THERE BE ANY FINANCIAL IMPACT? Yes

HAS THIS ITEM BEEN BUDGETED? To be considered

ATTACHMENTS:

1) Notice of Public Hearing for Proposed FY2025 Budget
2) Proposed Expenditure Budget Summary
3) Draft Proposed Resolution for Intent to Use Foregone Levying Authority (to be considered at August 21, 2024, meeting)
4) Capital Improvements One-year Plan Summary

DIRECT LINK TO PRELIMINARY BUDGET BOOK:

https://city-sandpoint-id-budget-book.cleargov.com/9034

NOTICE OF PUBLIC HEARING
PROPOSED BUDGET FOR FISCAL YEAR 2024-2025
AND USE OF FORGONE LEVYING AUTHORITY
CITY OF SANDPOINT, IDAHO

Pursuant to Idaho Code Section 50-1002, a public hearing will be held during the regular Sandpoint City Council meeting scheduled for Wednesday, August 21, 2024, at 5:30 p.m. in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho, to take public testimony regarding the City's proposed budget for fiscal year 2024-2025 and intent to use forgone levying authority. All interested persons are invited to appear and show cause, if any, why such budget should or should not be adopted and/or why the City's forgone levying authority should or should not be used. The proposed budget, in detail, can be found by visiting the City website at www.sandpointidaho.gov or City Hall during regular office hours, 8:00 a.m.–5:00 p.m., Mon– Fri.

Proposed Expenditures	2022/2023 Actual	2023/2024 Budget	2024/2025 Proposed
General Fund			
Administration	3,211,074	3,924,402	3,868,705
Public Safety	6,375,465	7,374,300	5,606,549
Streets	2,125,871	1,370,862	1,345,799
Planning	206,621	296,500	263,298
Culture & Recreation	1,103,015	1,215,137	1,064,271
Capital Projects	2,738,890	6,334,700	9,597,800
General Fund Totals	15,760,936	20,515,901	21,746,422
Special Revenue Funds			
Fiber Optic Network Fund	8,646	1,241,000	96,000
Capital Impact Fee Fund	52,073	1,567,978	1,455,500
Recreation Fund	284,032	379,909	647,777
Parks Capital Improvement Fund	1,036,543	8,430,187	2,109,822
Special Revenue Funds Total	1,381,294	11,619,074	4,309,099
Enterprise Funds			
Sanitation	629,785	670,000	645,000
Water	2,904,823	5,540,675	8,285,283
Wastewater	2,651,934	8,895,630	11,337,136
Enterprise Funds Total	6,186,542	15,106,305	20,267,419
Debt Service Fund	826,750	826,750	826,751
Agency Funds			
LID Funds (combined)	6,934	1,041,858	6,857
Agency Fund Totals	6,934	1,041,858	6,857
Intergovernmental Transfers	4,350,303	3,864,381	3,342,506
Total Expenditures - All Funds	28,512,759	52,974,269	50,499,054

Proposed Revenues	2022/2023 Actual	2023/2024 Budget	2024/2025 Proposed
Property Tax Levy			
General Fund	4,570,040	4,531,117	4,850,993
Forgone Levying Authority-Public Safety	49,829	50,094	51,794
Recreation Fund	215,047	213,508	228,581
Property Tax Levy Total	4,834,916	4,794,719	5,131,368
Revenue Sources Other than Property Tax			
General Fund	8,948,614	10,238,218	8,060,869
Grant Revenue	831,123	2,823,668	5,216,084
Fiber Optic Network Fund	39,828	41,000	46,000
Capital Improvement Fund (Impact Fees)	508,198	487,978	513,000
Recreation Fund	85,563	101,461	351,121
Parks Improvement Fund	1,083,364	536,850	536,585
Garbage Fund	794,622	790,000	815,000
Water Fund	4,954,900	4,721,700	4,737,500
Water Reserves	1,346,780	500,000	500,000
Wastewater Fund	5,478,606	4,765,750	5,365,750
Wastewater Reserves	578,567	300,000	300,000
Debt Service Fund	37,370	-	-
LID Guarantee Fund	1,455	-	-
LID Funds	9,655	991,371	1,370
Intergovernmental Transfers	4,350,303	3,864,381	3,342,506
Beginning Cash	-	18,017,173	15,581,901
Other Revenue Sources Total	29,048,948	48,179,550	45,367,686
Total Revenues - All Funds	33,883,864	52,974,269	50,499,054

For questions or requests for special accommodations, please call (208) 263-3310 at least 48 hours prior to the meeting.

Publish August 6 and 13, 2024

Grant funded	**5,216,084**
Sandpoint Urban Renewal Agency (SURA) funded	**2,527,000**
Water and Wastewater Reserves	**11,826,000**

CITY OF SANDPOINT
Proposed Expenditure Budget *DATE 7/17/2024*
Fiscal Year 2025

Departments/Divisions and Projects	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed
ELECTED OFFICES				
1110 City Council				
100 Salaries and Wages	41,904	28,800	47,700	54,000
200 Employee Benefits	65,805	51,595	60,172	60,080
300 Purchased Prof & Tech	20,700	2,107	-	-
500 Other Purchased Service	15,916	-	5,000	5,000
600 Supplies	2,949	-	1,500	500
800 Miscellaneous	11	-	-	-
Total	147,285	82,502	114,372	119,580
1320 Mayor				
100 Salaries and Wages	-	14,400	22,350	25,000
200 Employee Benefits	-	16,917	18,575	13,179
300 Purchased Prof & Tech	-	14,173	10,000	20,000
500 Other Purchased Service	340	1,292	4,250	4,250
Total	340	46,782	55,175	62,429
TOTAL ELECTED OFFICES	**147,625**	**129,284**	**169,547**	**182,009**
1320 City Administration				
100 Salaries and Wages	145,111	198,689	220,951	-
200 Employee Benefits	40,667	58,490	71,798	-
300 Purchased Prof & Tech	54,033	17,194	35,000	-
500 Other Purchased Service	5,277	5,365	5,600	-
600 Supplies	2,645	2,259	1,750	-
Total	247,733	281,997	335,099	-
CENTRAL SERVICES DEPARTMENT				
1530 Legal				
300 Purchased Prof & Tech	227,770	178,967	255,000	232,550
Total	227,770	178,967	255,000	232,550
1540 City Clerk's Office				
100 Salaries and Wages	1,149	75,506	83,201	145,987
200 Employee Benefits	374	23,316	26,321	53,171
300 Purchased Prof & Tech	-	1,287	-	-
500 Other Purchased Service	-	1,256	2,000	2,000
600 Supplies	-	1,262	895	895
Total	1,523	102,627	112,417	202,053
1600 Central Services				
100 Salaries and Wages	241,635	174,329	622,545	313,311
200 Employee Benefits	72,997	59,442	243,303	120,098

Departments/Divisions and Projects	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed
300 Purchased Prof & Tech	38,340	50,675	32,950	95,200
400 Purchased Property Ser	12,298	9,621	8,750	8,750
500 Other Purchased Service	163,959	198,783	235,472	301,439
600 Supplies	84,555	45,642	17,700	25,250
700 Property	-	-	175,000	-
800 Miscellaneous	1,508	4,616	50,000	50,000
Total	615,292	543,108	1,385,720	914,048
1920 Information Technology Division				
100 Salaries and Wages	60,333	113,497	147,897	160,674
200 Employee Benefits	16,489	39,604	63,317	61,257
300 Purchased Prof & Tech	320,744	172,268	80,000	35,000
500 Other Purchased Service	39,058	45,828	46,350	51,850
600 Supplies	90,443	261,235	358,395	374,601
700 Property	94,763	95,292	-	-
Total	621,830	727,724	695,959	683,382
1970 General Government Projects and Grants				
Miscellaneous Project/Grant	-	-	1,000,000	1,000,000
Public Transportation Contract	67,500	75,000	85,000	95,000
Improvements to Rental Property	4,968	2,701	99,800	99,800
Strategic Projects (RCT Revenue Dependent)	-	-	200,000	200,000
Downtown Parking Lot Improvement Project	5,377	45,592	215,000	150,000
Impact Fee Rate Study	-	-	75,000	75,000
Parking Management Plan	38,833	2,228	50,000	-
Public Art Projects	1,105	10,534	50,000	-
Historic Commission	-	-	20,000	-
Downtown Waterfront	13,097	258,734	500,000	-
Planning Comprehensive Plan	12,466	51,153	-	-
Baldy Repeater/Road Enhancements	2,050	2,295	-	-
Dubs Field Stormwater & Memorial Outfall Project (ARPA)	17,224	-	-	-
Economic Development	6,250	-	-	-
Fiber	2,461	-	-	-
Total General Government Projects and Grants	171,331	448,237	2,294,800	1,619,800
TOTAL CENTRAL SERVICES DEPARTMENT	**1,637,746**	**2,000,663**	**4,743,896**	**3,651,833**
FINANCE DEPARTMENT				
1510 Finance Department				
100 Salaries and Wages	266,514	296,355	344,955	353,855
200 Employee Benefits	88,552	93,987	136,955	119,708
300 Purchased Prof & Tech	34,508	41,350	50,000	52,000
500 Other Purchased Service	3,852	4,687	5,700	5,700
600 Supplies	45,182	31,704	6,600	6,600
800 Miscellaneous	4,485	10,105	5,000	5,000
Total	443,093	478,188	549,210	542,863
1511 Utility Billing				
100 Salaries and Wages	68,451	75,909	66,721	68,433
200 Employee Benefits	25,232	26,927	28,133	29,526
300 Purchased Prof & Tech	15,212	15,331	16,000	16,000

Departments/Divisions and Projects	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed
500 Other Purchased Service	248	-	-	-
600 Supplies	19,478	17,985	16,250	16,250
Total	128,621	136,152	127,104	130,209
6200 LID Fund				
LID Guarantee	-	-	45,000	-
City-wide Proposed LID	-	-	990,000	-
LID 32 - North Boyer Wastewater Improvements	6,942	6,934	6,858	6,857
LID 2006-01 Boyer/Cedar Sidewalk	48	-	-	-
Total	6,990	6,934	1,041,858	6,857
6100 Business Improvement District	47,928	-	-	-
4910 Transfers to other Funds	20,000	40,650	17,917	1,793
TOTAL FINANCE DEPARTMENT	**646,632**	**661,924**	**1,736,089**	**681,722**
POLICE DEPARTMENT				
2100 Police Department				
100 Salaries and Wages	1,714,383	1,851,593	2,209,312	2,168,664
200 Employee Benefits	640,374	694,736	910,920	981,351
300 Purchased Prof & Tech	28,484	29,898	41,900	48,243
400 Purchased Property Service	37,387	43,753	48,350	49,100
500 Other Purchased Service	34,742	37,759	42,800	44,000
600 Supplies	194,684	149,200	124,700	124,600
800 Miscellaneous	35	19,202	2,500	-
Total	2,650,089	2,826,141	3,380,482	3,415,958
Police Capital Projects and Grants				
Bullet Proof Vest Grant	-	-	-	5,000
Police Vehicles	58,996	177,722	120,000	120,000
Enforcement Grants	-	-	15,000	15,000
Impact Fees - Police Communication Improvements	-	-	60,000	60,000
Total	58,996	177,722	195,000	200,000
TOTAL POLICE DEPARTMENT	**2,709,085**	**3,003,863**	**3,575,482**	**3,615,958**
FIRE DEPARTMENT				
2200 Fire Department				
100 Salaries and Wages	729,340	800,404	898,187	877,207
200 Employee Benefits	299,912	321,064	385,519	356,571
300 Purchased Prof & Tech	4,000	3,709	16,700	250
400 Purchased Property Services	11,333	26,322	17,500	15,000
500 Other Purchased Service	8,546	7,279	23,400	5,500
600 Supplies	75,064	82,706	82,650	34,650
700 Property	-	-	-	100,000
800 Miscellaneous	42,977	42,977	37,978	37,626
Total	1,171,172	1,284,461	1,461,934	1,426,804
2210 & 2220 Sagle & Westside Fire				
100 Salaries and Wages	1,047,254	1,193,407	1,137,610	-

Departments/Divisions and Projects	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed
200 Employee Benefits	436,967	480,032	486,758	-
600 Supplies	-	1,242	5,500	-
800 Miscellaneous	-	4,457	-	-
Total	1,484,221	1,679,138	1,629,868	-
Fire Projects & Grants				
Impact Fees - Ladder Truck/Equipment	80,166	37,977	37,978	63,000
Total	80,166	37,977	37,978	63,000
TOTAL FIRE DEPARTMENT	**2,735,559**	**3,001,576**	**3,129,780**	**1,489,804**
COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT				
1800 Community Development Administration				
100 Salaries and Wages	-	-	-	239,620
200 Employee Benefits	-	-	-	93,356
300 Purchased Prof & Tech	-	-	-	75,000
500 Other Purchased Service	-	-	-	5,000
600 Supplies	-	-	-	270,200
800 Miscellaneous	-	-	-	-
Total	-	-	-	683,176
1910 Planning Division				
100 Salaries and Wages	168,593	145,294	179,387	173,195
200 Employee Benefits	55,166	45,703	59,863	71,853
300 Purchased Prof & Tech	161,286	11,193	50,000	-
500 Other Purchased Service	4,372	2,770	4,500	-
600 Supplies	1,409	1,660	2,750	18,250
800 Miscellaneous	5,000	-	-	-
Total	395,826	206,620	296,500	263,298
2420 Building Division				
100 Salaries and Wages	175,608	178,297	209,703	211,395
200 Employee Benefits	59,220	59,178	81,283	88,840
300 Purchased Prof & Tech	6,904	4,417	40,000	20,000
400 Purchased Property Services	705	-	500	-
500 Other Purchased Service	1,725	4,788	4,250	3,900
600 Supplies	4,295	279	3,050	2,400
800 Miscellaneous	4,476	-	-	-
Total	252,933	246,959	338,786	326,535
1940 Government Buildings & Grounds				
100 Salaries and Wages	47,895	54,007	113,225	108,627
200 Employee Benefits	19,756	22,100	37,121	35,788
300 Purchased Prof & Tech	27,923	16,645	6,500	6,500
400 Purchased Property Services	84,674	93,350	85,800	95,800
500 Other Purchased Service	-	39	-	-
600 Supplies	54,362	93,888	51,700	51,700
700 Property	1,430,594	1,429,303	-	-
800 Miscellaneous	-	56	-	-
Total	1,665,204	1,709,388	294,346	298,415

Departments/Divisions and Projects	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed
5110 Park/Recreation Planning & Culture Services				
100 Salaries and Wages	23,487	110,668	133,963	-
200 Employee Benefits	8,125	41,837	53,200	-
300 Purchased Prof & Tech	-	101,000	-	-
400 Purchased Property Services	-	40,351	-	-
500 Other Purchased Services	131	992	3,000	-
600 Supplies	674	1,170	4,000	-
Total	32,417	296,018	194,163	-
5120 Recreation Program Division				
100 Salaries and Wages	178,817	135,603	221,499	263,216
200 Employee Benefits	52,615	44,440	66,545	70,470
300 Purchased Prof & Tech	9,031	14,600	21,385	11,000
400 Purchased Property Services	6,735	10,943	16,830	14,000
500 Other Purchased Services	6,388	4,874	6,550	4,950
600 Supplies	9,837	10,725	37,100	24,575
800 Miscellaneous	17,091	-	-	-
4910 Transfers to other Funds	2,996	-	-	-
Total	283,510	221,185	369,909	388,211
5120 Recreation Fund Projects & Grants				
Watershed Trail Maintenance	10,000	12,200	10,000	10,000
James E. Russell Sports Center Reserves	-	-	-	25,000
Watershed Recreation Master Plan	-	31,795	-	-
Recreation Operation Master Plan	18,250	18,850	-	-
Total	28,250	62,845	10,000	35,000
5127 James E Russell Sports Center				
100 Salaries and Wages	-	-	-	143,055
200 Employee Benefits	-	-	-	47,509
400 Purchased Property Services	-	-	-	3,500
500 Other Purchased Services	-	-	-	5,500
600 Supplies	-	-	-	25,002
Total	-	-	-	224,566
5180 Parks Concessions Services				
100 Salaries and Wages	21,922	16,862	26,500	26,500
200 Employee Benefits	2,417	1,653	2,725	2,460
300 Purchased Prof & Technical Services	40	56	500	500
400 Purchased Property Services	60	141	1,000	1,000
500 Other Purchased Services	2,666	3,094	3,425	3,425
600 Supplies	24,524	23,824	42,700	42,700
Total	51,629	45,630	76,850	76,585
5210 RV Park Services				
100 Salaries and Wages	3,864	6,848	-	-
200 Employee Benefits	1,362	2,666	-	-
300 Purchased Prof & Technical Services	239	283	500	500
400 Purchased Property Services	1,975	10,099	7,000	11,500
500 Other Purchased Services	1,988	2,364	4,000	3,000
600 Supplies	1,833	2,208	19,850	12,500
Total	11,261	24,468	31,350	27,500

Departments/Divisions and Projects	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed
5200 Park Maintenance Division				
100 Salaries and Wages	406,902	318,260	444,802	433,375
200 Employee Benefits	139,088	109,257	157,172	157,896
300 Purchased Prof & Tech	68,122	84,262	80,500	80,500
400 Purchased Property Services	103,291	135,077	151,850	151,850
500 Other Purchased Service	6,760	2,799	3,500	3,500
600 Supplies	151,803	157,287	165,150	165,150
700 Property	6,423	69,711	18,000	72,000
800 Miscellaneous	40,598	56	-	-
Total	922,987	876,709	1,020,974	1,064,271
05-5200 Impact Fee Capital Project Fund				
Travers Playground and Splash Pad	-	-	275,000	137,500
Parks Property Purchase	-	-	300,000	300,000
Travers All Wheels Park Improvements	5,231	10,165	300,000	-
James E. Russell Sports Center	5,200	-	-	-
Memorial Project - Impact Fee - Parks	344	-	-	-
Total	10,775	10,165	875,000	437,500
08-5200 Park Capital Improvement Fund				
Trails Capital Improvement	-		-	-
Memorial Reserves	-	-	62,487	62,487
James E. Russell Sports Center	180,238	480,042	7,000,000	800,000
Memorial - Phase II and HVAC	17,855	90,384	30,000	84,000
Travers Playground and Splash Pad	-	55,839	862,000	431,000
Parks Master Plan Identified Project Grant Match	-	-	-	600,000
Travers All Wheels Park Improvements	-	-	-	20,000
Sandcreek Water Trail & Non-Motorized Boat Launch	735	8,765	25,000	-
Dog Park Design	7,705	2,317	25,000	-
Travers Tennis Court Improvements	-	-	275,000	-
Beach/Marina Waterfront Master Plan	-	-	35,000	-
Memorial - Phase III (Dock Improvements)	4,202	321,310	-	-
4910 Transfers to other Funds/Other	13,511	7,789	7,500	8,250
Total	224,246	966,446	8,321,987	2,005,737
TOTAL COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT	**3,879,038**	**4,666,433**	**11,829,865**	**5,830,794**
PUBLIC WORKS DEPARTMENT				
2410 Engineering Division				
100 Salaries and Wages	24,403	200,978	261,995	191,789
200 Employee Benefits	7,392	59,285	108,485	78,963
300 Purchased Prof & Tech	-	69,919	45,000	20,000
500 Other Purchased Service	-	2,317	5,500	3,500
600 Supplies	710	4,766	7,250	3,000
800 Miscellaneous	-	1,500	-	-
Total	32,505	338,765	428,230	297,252
3100 Street Division				
100 Salaries and Wages	494,715	536,148	486,457	520,754
200 Employee Benefits	188,527	204,301	208,671	225,089
300 Purchased Prof & Tech	543	3,310	20,300	20,300

Departments/Divisions and Projects	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed
400 Purchased Property Services	144,931	223,775	150,000	150,000
500 Other Purchased Service	2,657	11,164	6,550	6,550
600 Supplies	314,762	279,472	348,400	343,400
700 Property	4,476	311,471	-	-
Total	1,150,611	1,569,641	1,220,378	1,266,093
3170 Street & Sidewalk Projects				
Salary & Benefits related to Street & Sidewalk projects	479	139	150,484	79,706
Great Northern Realignment & Reconstruction Project	-	274,927	1,461,900	4,760,000
LED Street Light Retro-fit	-	-	63,000	63,000
Sidewalk and Bike Path Projects	-	-	60,000	235,000
Impact Fees - Baldy Mountain Road Pathway	-	-	20,000	20,000
Road Reconstruction & Seal Coating Projects	296,384	201,679	500,000	850,000
RCT - Sidewalk and Bike Path Projects	-	201,054	250,000	100,000
RCT - Road Reconstruction & Seal Coating Projects	-	325,418	300,000	350,000
RCT - Road Reconstruction Projects (Revenue Dependent)	-	-	200,000	200,000
Impact Fees - East-West Connection Traffic Light/Reserve	-	41,908	400,000	200,000
Impact Fees - Ontario Street Realignment	-	-	100,000	600,000
Downtown Revitalization - Phase 3	180	251	475,000	775,000
Bridge Street Rehabilitation	-	-	60,000	720,000
Bridge & First Sidewalk/Pathway Reconstruction	-	-	385,000	-
East - West Connection Land Purchase	-	62,758	360,000	-
Urban Area Transportation Master Plan	115,238	70,261	-	-
Division Avenue Corridor Project	-	314,454	-	-
North Boyer Road Emergency Project	572,759	-	-	-
Pine Street Sidewalks	378,508	71,701	-	-
Ontario Pedestrian Safety	198,065	450	-	-
Total Street & Sidewalk Projects	1,561,613	1,565,000	4,785,384	8,952,706
3200 Sanitation - Garbage Collection				
300 Purchased Prof & Tech	513,699	544,870	565,000	590,000
400 Purchased Property Service	76,714	75,115	85,000	20,000
600 Supplies	-	9,800	20,000	35,000
4910 Transfers to other Funds	131,931	182,551	170,012	175,346
Total	722,344	812,336	840,012	820,346
3800 Fiber Optic Network				
100 Salaries and Wages	312	-	-	-
200 Employee Benefits	110	-	-	-
300 Purchased Prof & Tech	2,790	8,646	40,000	95,000
600 Supplies	-	-	1,000	1,000
700 Property	2,201	-	1,200,000	-
Total	5,413	8,646	1,241,000	96,000
Water Utility				
3400 Public Works Administration				
100 Salaries and Wages	222,251	125,446	209,762	272,271
200 Employee Benefits	58,342	40,456	78,161	103,599
300 Purchased Prof & Tech	98,672	17,288	30,200	30,200
400 Purchased Property Services	2,826	2,772	1,750	3,000
500 Other Purchased Service	10,526	8,243	12,400	11,900

Departments/Divisions and Projects	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed
600 Supplies	1,791	75	7,950	2,200
800 Miscellaneous	5,013	-	-	-
Total	399,421	194,280	340,223	423,170
3452 Water Distribution				
100 Salaries and Wages	220,521	305,035	331,073	349,519
200 Employee Benefits	99,814	134,797	148,227	159,140
300 Purchased Prof & Tech	33,916	5,821	226,400	294,200
400 Purchased Property Services	11,322	36,663	64,000	48,000
500 Other Purchased Service	3,565	6,428	4,250	7,700
600 Supplies	249,742	281,367	309,100	324,300
700 Property	-	45,933	140,000	725,000
Total	618,880	816,044	1,223,050	1,907,859
3456 Water Treatment				
100 Salaries and Wages	207,734	224,401	319,488	325,205
200 Employee Benefits	81,497	88,719	128,513	133,797
300 Purchased Prof & Tech	30,779	40,432	110,250	96,700
400 Purchased Property Services	156,526	48,295	147,250	148,750
500 Other Purchased Service	8,518	6,957	8,500	9,000
600 Supplies	232,289	265,908	355,300	283,650
700 Property	814,425	705,026	930,000	922,000
800 Miscellaneous	2,871	2,871	78,106	283,136
Total	1,534,639	1,382,609	2,077,407	2,202,238
3457 Water Projects				
Salary and Benefits related to Water projects	-	-	104,695	117,016
Timber Management	480	2,149	125,000	125,000
Watershed & Urban Forest Master Plan Projects	-	-	50,000	250,000
Water Treatment Generators	-	4,918	500,000	500,000
Sandcreek Water Treatment Plant Lining/Coating/Wall Repair	-	10,665	315,000	420,000
Great Northern Water Main Reconstruction & Land	-	28,114	215,300	70,000
Boyer Avenue Watermain	-	-	100,000	1,420,000
Woodland Booster Pump Station	-	-	140,000	200,000
Water Meter Replacement Program	-	-	300,000	300,000
Lower Diversion Upgrades			-	350,000
Watershed Land Purchase/Management	-	-	50,000	-
Watershed Bridges	407	82,389	-	-
Water Rate Study	35,728	18,152		
Water Master Plan & Blue Line	13,710	21,402	-	-
Gooby Road Water Main Emergency	3,480	190,758	-	-
Ruth Water Main	152,629	153,343	-	-
Total Water Projects	206,434	511,890	1,899,995	3,752,016
7000 Water Revenue Bond	1,855,561	826,750	826,750	826,751
4910 Transfers to other Funds	2,996,813	2,454,713	2,233,532	1,942,753
Total Water Utility	**7,611,748**	**6,186,286**	**8,600,957**	**11,054,787**
Wastewater Utility				
3252 Wastewater Collection				
100 Salaries and Wages	194,308	233,244	267,207	283,791
200 Employee Benefits	80,893	77,719	115,180	123,766

Departments/Divisions and Projects	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed
300 Purchased Prof & Tech	617	5,139	60,500	52,350
400 Purchased Property Services	13,398	7,696	16,800	23,200
500 Other Purchased Service	9,103	10,807	12,500	15,000
600 Supplies	61,200	69,188	87,600	104,900
700 Property	12,389	2,940	-	125,000
800 Miscellaneous	8,952	1,250	-	-
Total	380,860	407,983	559,787	728,007
3256 Wastewater Treatment				
100 Salaries and Wages	279,258	278,282	333,458	415,913
200 Employee Benefits	94,319	110,429	135,238	186,366
300 Purchased Prof & Tech	75,381	42,426	113,000	50,500
400 Purchased Property Services	128,803	222,276	172,250	260,500
500 Other Purchased Service	4,603	3,078	7,200	7,200
600 Supplies	275,015	293,899	402,100	416,300
700 Property	756,282	829,814	760,000	835,000
800 Miscellaneous	29,396	-	710,880	1,142,975
Total	1,643,057	1,780,204	2,634,126	3,314,754
3257 Wastewater Projects				
Salary and Benefits related to Wastewater projects	-	-	103,917	75,375
Wastewater Treatment Facility Reconstruction	26,073	18,023	250,000	1,600,000
Lift Station Improvements (Beach, Boyer & other)	790	59,893	1,700,000	2,600,000
Wastewater Mainline Pipeline Rehabilitation	-	115	450,000	900,000
Great Northern Wastewater Main Reconstruction & Land	-	29,783	222,800	70,000
Manhole Rehab/Replacement	-	-	215,000	115,000
Wastewater SCADA (Lift Stations & WWTP)	-	-	235,000	684,000
Lateral Connection Project	79,247	7,238	100,000	250,000
Wastewater Treatment Facility - Bridge Improvements	50,799	49,582	2,425,000	1,000,000
Wastewater Collection Hydraulic Modeling/Master Plan	77,939	217,439	-	-
Wastewater Rate Study	35,728	18,152	-	-
Ruth Wastewater Mainline Rehabilitation	8,742	63,521	-	-
Wastewater Collection Capital Improvement Projects	12,376	-	-	-
Inflow & Infiltration Project	15,297	-	-	-
Baldy Mountain Property	2,950	-	-	-
Total Wastewater Projects	309,941	463,746	5,701,717	7,294,375
7000 Wastewater Revenue Bond	775,835	-	-	-
4910 Transfers to other funds	2,158,668	1,634,412	1,442,920	1,222,614
Total Wastewater Utility	**5,268,361**	**4,286,345**	**10,338,550**	**12,559,750**
TOTAL PUBLIC WORKS DEPARTMENT	**16,352,595**	**14,767,019**	**27,454,511**	**35,046,934**
TOTAL CITY OF SANDPOINT	**28,356,013**	**28,512,759**	**52,974,269**	**50,499,054**

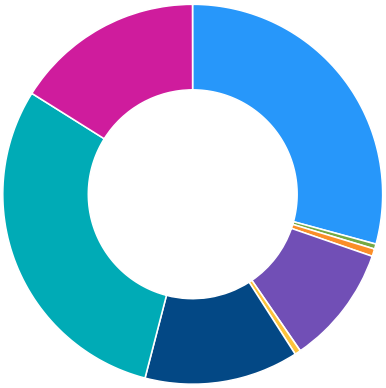
Capital Improvements: One-year Plan

Total Capital Requested

$23,261,500

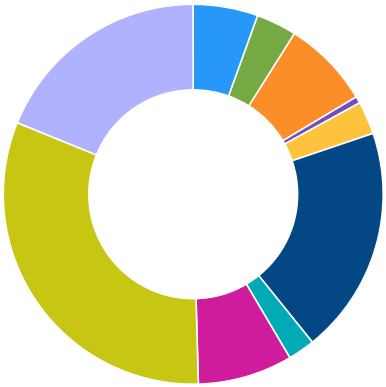
30 Capital Improvement Projects

Total Funding Requested by Department



Engineering Division (29%)	$6,800,000.00
Fire Department (0%)	$100,000.00
General Government Projects (1%)	$150,000.00
Park Maintenance & Capital (10%)	$2,352,500.00
Police Department (1%)	$120,000.00
Street Capital & Projects (13%)	$3,050,000.00
Wastewater Capital Projects (30%)	$6,949,000.00
Water Capital Projects (16%)	$3,740,000.00
TOTAL	**$23,261,500.00**

Total Funding Requested by Source



Capital (Impact Fees) Fund (6%)	$1,282,500.00
Donations (3%)	$800,000.00
General Fund (7%)	$1,740,000.00
General Fund (In-Lieu Fees) (1%)	$135,000.00
General Fund (Local Option Tax) (3%)	$650,000.00
Grant Funding (19%)	$4,513,584.00
Park Improvement Fund (2%)	$534,416.00
Sandpoint Urban Renewal Agency (8%)	$1,877,000.00
Wastewater Fund (32%)	$7,344,000.00
Water Fund (19%)	$4,385,000.00
TOTAL	**$23,261,500.00**

Street Capital & Projects Requests

Itemized Requests for 2025

Bridge Street Rehabilitation & Reconstruction **$720,000**

This project will construct for structural rehabilitation of the Bridge Street Bridge. The funding for this project is from the General Fund.

Downtown Revitalization Phase 3 **$775,000**

Final Phase of downtown revitalization. This project will provide a complete rebuild of First Avenue from Church Street to Lake Street. This project will be similar in scope and layout to the downtown revitalization phases 1 and 2. ...

Ontario Street/Highway 2 (US-2) **$600,000**

This project will design, acquire right-of-way, and construct the realignment of Ontario St at Highway 2, in accordance with the Multimodal Transportation Master Plan. Ontario St will be realigned to create a more perpendicular intersection with...

Road Reconstruction & Seal Coating Projects **$400,000**

This ongoing project maintains Sandpoint's streets through resurfacing and reconstruction projects. The City uses a Pavement Condition Assessment to track the conditions of street pavement, develop maintenance needs, and establish priorities for...

Short Term East-West Connection **$200,000**

This project will convert Pine Street to two-way travel between Fifth & Fourth Ave. In accordance with the Short-term concept in the MTMP, the traffic signal at the intersection of Fifth Ave and Church Street will be relocated to Fifth...

Sidewalk and Bike Path Projects **$355,000**

This project will repair and reconstruct damaged sidewalk and infill new sidewalk to complete connectivity throughout Sandpoint.Key goals of the project:Improve sidewalk accessibilityConstruct sidewalk in appropriate locations where it has not...

Total: $3,050,000

Engineering Division Requests

Itemized Requests for 2025

Cedar St Reconstruction **$1,900,000**

This project will reconstruct Cedar Street from Division to Lincoln Avenue. Improvements will include new pavement, new curb & gutter, drainage improvements, landscaping, and a new sidewalk.Funding for this project is from the Streets...

Great Northern Road Corridor Improvements **$4,900,000**

This project will reconstruct Great Northern Road from Baldy Mountain Road to Woodland Drive. The project will improve driving conditions along Great Northern Road, add a multimodal trail on the east side of the road to improve access for...

Total: $6,800,000

Water Capital Projects Requests

Itemized Requests for 2025

Little Sand Creek Water Treatment Plant Pumps **$150,000**

This project will design and construct VFD pump installation for plant water pumps at the Little Sand Creek Water Treatment Plant. Funding for this project is from the Water Fund.

Little Sand Creek Watershed Management Plan, Timber Management Plan & Urban Forestry Master Plan Projects **$250,000**

This budget allocation will be used on priority projects that are identified in the following related master plans:2019 City of Sandpoint Timber Management Plan,2021 Little Sand Creek Watershed Management Plan, 2022 Little Sand Creek...

Lower Diversion Upgrades **$350,000**

This project will design and construct slope stabilization improvements at the lower diversion dam, as identified in the Water System Master Plan. Following structural evaluations of the upper diversion slide gate and overflow weir, the diversion...

Sandcreek Water Treatment Plant Repair **$420,000**

This project will rehabilitate the Sand Creek Water Treatment Plant. A structural evaluation will be performed and repairs will be made as recommended. Repairs are to include coating of the filter bay walls, repair of the eroding exterior building...

VAC Truck and 6 YD Dump Truck **$850,000**

The new Water Distribution Vacuum Truck (Vac Truck) will replace its existing Vac Truck from 2011. This machinery is essential for Water Distribution operations, as crews rely on it to hydro excavate and expose water lines for repairing...

Water Meter Replacement Program **$300,000**

Each year, this program will replace a certain number of meters in the water system that are at the end of their useful life. This project includes construction efforts. Funding for this project is from the Water Fund.

Water Treatment Generators **$500,000**

This project will provide backup generators for the Lake Water Treatment Plant and the Raw Water Pump Station, as identified in the 2021 Water System Master Plan. This project includes design and construction efforts.

Watermain Projects **$720,000**

This ongoing project maintains Sandpoint's water distribution system by replacing aging infrastructure. The again watermain within Woodland Drive, between Great Northern Road and N Boyer Road will be replaced. Efforts for this project include...

Woodland Booster Pump Station Replacement **$200,000**

This project will design replacement of the Woodland Booster Pump Station and for the replacement of the aging watermain within Woodland Dr between Great Northern Rd and Boyer Rd. Funding for this project is from the Water Fund.

Total: $3,740,000

Wastewater Capital Projects Requests

Itemized Requests for 2025

I/I Reduction **$365,000**

This project will rehabilitate and replace manholes and sanitary sewer lateral connections on the mainline, to reduce inflow and infiltration (I/I). This project includes construction efforts. Funding for this project is from the Wastewater Fund.

Lift Station Replacements **$2,600,000**

This project will reconstruct 2 lift stations, one at City Beach and one along Superior Street between 1st Avenue and Iberian Way. The lift stations are 54 years old and 61 years old respectively and require frequent maintenance. These...

Wastewater Main Line Replacement **$700,000**

This routine maintenance project will rehabilitate and replace aging sewer mainlines, as identified in the 2023 Collection System Evaluation. In FY25, this project will include:Design and construction to rehabilitate and replace the sewer mainline...

Wastewater SCADA **$684,000**

This project will provide SCADA (Supervisory Control and Data Acquisition) at the wastewater treatment plant and 18 sewer lift stations. The new SCADA will be used to more efficiently and remotely monitor and control the wastewater facilities...

Wastewater Treatment Facility Phased Reconstruction **$2,600,000**

This project will begin the design for reconstruction of the Wastewater Treatment Facility. Funding for this project is from the Wastewater Fund.

Total: $6,949,000

General Government Projects Requests

Itemized Requests for 2025

Downtown Parking Lot Improvements **$150,000**

This project is a carryover from prior years and is an earmarked project for SURA funding. The City completed a parking study which informed current and additional parking needs downtown, including at the City Parking Lot. These funds were...

Total: $150,000

Police Department Requests

Itemized Requests for 2025

Police Vehicles and Communication **$120,000**

Puchase Police Vehicles and Communication needed to provide Police Services to the Sandpoint Community.

Total: $120,000

Park Maintenance & Capital Requests

Itemized Requests for 2025

James E. Russell Sports Center at Travers Park **$800,000**

Construction of the new James E. Russell Sports Center located at Travers Park on Pine Street, includes a new multi-use striped tennis and pickleball court facility. The facility will also include a 50-person capacity community room that will open...

Memorial Grandstand HVAC **$84,000**

The 3 HVAC units that heat the Memorial grandstand are too small and will not keep the water pipes from freezing in the winter. When sports teams are using the locker rooms, it is too cold for them to warm up at half-time and after the game. They...

Parks Land Purchase **$300,000**

This budget is for a potential acquisition of additional property to be added to Sandpoint's parks and open spaces inventory. In order to maintain the current ratio of City-owned parks and open spaces per residents and taking into consideration...

Parks Master Plan Identified Projects - Grant Match **$600,000**

The 2020 Parks and Recreation Master Plan identified several priority capital improvement projects. This budget allocation will be used for the following projects located at Travers Park:Renovate the existing four outdoor tennis courts and...

Travers Park Inclusive Playground and Splash Pad **$568,500**

This project scope is a continuation from the FY2024 includes the planning, design, and construction of a new universal ADA-accessible, barrier-free, "inclusive" playground and splash pad, located in Travers Park. The existing Travers Park...

Total: $2,352,500

Fire Department Requests

Itemized Requests for 2025

SCBA Air Compressor **$100,000**

1. Enhancing Firefighter SafetyThe primary justification for the acquisition of an SCBA (Self-Contained Breathing Apparatus) air compressor by the City of Sandpoint Fire Department is to enhance firefighter safety. Firefighters rely on SCBA units...

Total: $100,000

No: 24-
Date: August 21, 2024

***** PROPOSED RESOLUTION FOR INFORMATION AND REFERENCE ONLY***
FINAL AMOUNT TO BE UPDATED FOR CONSIDERATION AT AUGUST 21 MEETING **

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: CERTIFYING THE AMOUNT OF FORGONE INCREASE TO BE INCLUDED IN FISCAL YEAR 2025 BUDGET

WHEREAS: Under Idaho Code, taxing districts may choose to levy taxes less than the maximum amount allowed by law, which amount not levied is referred to as the forgone amount;

WHEREAS: Pursuant to Idaho Code § 63-802, in any subsequent year, following the district's notice of intent to recover and use forgone monies and a duly-noticed public hearing, a taxing district may recover the forgone increase with a resolution that states the amount of forgone increase to be budgeted and the specific purpose for which the forgone amount will be used; and

WHEREAS: During their July 17, 2024, regular meeting, Sandpoint City Council declared their intent to use forgone levying authority and scheduled a public hearing for August 21, 2024, in conjunction with the City's annual budget hearing.

NOW THEREFORE, BE IT RESOLVED THAT: Following a duly-noticed public hearing held August 21, 2024, Sandpoint City Council hereby certifies $51,794 as the amount of forgone increase to be included in the FY2025 budget, for the purpose of funding public safety vehicles.

BE IT FURTHER RESOLOVED THAT: Pursuant to Idaho Code § 63-802(e), upon adoption of this resolution, the City Clerk shall provide a copy to the Bonner County Clerk and Idaho State Tax Commission.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

DRAFT

SANDPOINT CITY COUNCIL AGENDA REQUEST FORM

Today's date: 7 / 8 / 24

Date of meeting 7 / 17 / 24

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

Name of Citizen, Organization, Elected Official, or Department Head making request:
Sarah Lynds, Finance Director

Address: 1123 Lake St, Sandpoint, ID 83864

Phone number and email address: (208) 263-3557; slynds@sandpointidaho.gov

Authorized by: Sarah Lynds, Finance Director _____
name of City official *City official's signature*

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

*Subject: Annual review of City Fees and proposed changes

Summary of what is being requested: To set the public hearing for those fees that are NEW or increasing more than 5%. To adopt these fees and the fees that are increasing less than 5%.

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

1. Would there be any financial impact to the city? **Yes or No** ☑ ☐
   If yes, in what way? Fee adjustments support the increases of providing services to the community of Sandpoint.

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action: — Have they been contacted? **Yes or No**

3. Is there a need for a general public information or public involvement plan? **Yes or No** ☐ ☑
   If yes, please specify and suggest a method to accomplish the plan:

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

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

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

***City Staff, please check one box:** Consent ☐ Old Business ☐ New Business ☑ Other/Unknown ☐

AGENDA REPORT

City Council Meeting

TODAY'S DATE: July 8, 2024

MEETING DATE: July 17, 2024

TO: Mayor and City Council

FROM: Sarah Lynds – Finance Director

SUBJECT: Annual Review of City Fees

DESCRIPTION/BACKGROUND: On an annual basis, the City Council reviews all City Fees, not just the fees where changes are proposed. You will find included in this packet a listing of all City Fees. The yellow highlights are all changes being proposed and red/~~strikethrough~~ are changes to current wording.

At this time, proposed fee changes of greater than 5% and all NEW fees are as follows.

Proposed NEW Fees:

James E. Russell Sports Center – The James E. Russell Sports Center, scheduled to open by Thanksgiving, was made possible by a $7.5 million donation from the late James E. Russell's son, Jim Russell, and James' wife, Ginny Russell. Growing up in Sandpoint, James Russell participated in multiple sports throughout high school, including tennis and football. As a facility funded by donated funds, the City will open the facility with zero debt or obligations to outside parties and is therefore able to provide the building to the public at rates much lower than those typical of private facilities. The guiding principles of the Russell Sports Center operations are: 1) free membership and affordable access for youth, and 2) opportunities for free community play.

In addition to serving the tennis and pickleball communities, the City is actively engaged in conversations with the field sports community (baseball, softball, football, lacrosse) about a potential turf surface that could be seasonally installed on one of the four indoor tennis courts. If this comes to fruition, field rental rates will need to be adopted in a future fees schedule. For FY2025, however, we do not anticipate serving field sports teams in the Sports Center.

The NEW rate structure proposed was developed in consultation with experts in the industry, with rates based on projected operating costs. In addition to staffing needs (the Sports Center will require a minimum of four staff to operate), costs to operate the facility include custodial services, water, gas, and electrical utilities, equipment and supplies, and a revenue allocation for facility repair and replacement on a 25-year horizon. If adopted, the fees noted herein are effective immediately, giving community members clarity on their best options for engaging with the facility once it opens this fall.

Animal Impound Fee – This proposed new fee is to recoup City costs from the impound processing cost per animal, effective immediately.

Fire Standby Services – This proposed new fee is to recoup City costs generated from Standby Fire Services as they are requested or required for special events, or "For-Profit" events that are outside the normal emergency response delivery of service, effective immediately.

Water Install/Materials – Add a 2-inch Meter/Transponder (supply and install) category to the existing meters, effective immediately.

Proposed Fee Increases Greater Than 5%:

Development Impact Fees – City Code Title 12, Chapter 1, Section 7, provides for an automatic annual adjustment based on the Construction Cost Index (CCI) for Seattle, Washington. This increase has not been utilized since the last impact fee study was performed and fees set in 2011. The CCI in 2011 was 101, and the CCI in 2023 was 193, which results in a 91.09% increase. The proposed rate increase of 35.91% across all impact fees is the Seattle construction material rate increase from 2020 to 2023 (142 to 193).

Planning and Engineering – Engineering Review and Inspections have been moved from a cost +15% calculation to a flat fee. This was based on a conservative amount of actual time spent on these reviews and inspections.

Water and User Monthly Rates - Rate increases are based on the rate study performed by FCS Group and presented at the Council meeting on February 15, 2023. This is the third equity change/increase from the rate study, effective September 16, 2024 (November 2024 Utility Billing to customers).

Wastewater User Monthly Rates - Rate increases are based on the rate study performed by FCS Group and presented at the Council meeting March 1, 2023. This is the third equity change/increase from the rate study, effective September 16, 2024 (November 2024 Utility Billing to customers).

STAFF RECOMMENDATION: Following review of the proposed fee changes, schedule a public hearing on August 21, 2024, for the NEW fees and fee changes over 5%, at which time the other fee changes, as well (those not requiring a public hearing), will also be considered for approval.

ACTION: Motion to schedule a public hearing for August 21 to consider approval of the NEW fees and fee changes greater than 5%.

WILL THERE BE ANY FINANCIAL IMPACT? Yes

HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

1) City Fee Schedule reflecting changes to existing fees and proposed NEW fees
2) Draft Notice of Public Hearing including NEW fees and fee increases greater than 5%

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
General City Administration									
Candidate Filing Fee			$ 40.00			Idaho Code § 50-406			
Foreign Funds Processing Fee			$ 20.00					10/1/2023	Res 23-63
Returned Check Fee			$ 20.00					10/1/2017	Res 17-53
Impact Fees - Outside Downtown URA									
	Total Impact Fee Residential								
		Multi-family/other all sizes	$ 4,006.00	$ 5,444.55	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 3,895.00	$ 5,293.69	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 4+ bedrooms	$ 5,648.00	$ 7,676.20	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Total Impact Fee Non-Residential								
		Commercial/Shopping Center Average	$ 3.72	$ 5.056	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Office	$ 1.34	$ 1.821	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Mini-Warehouse	$ 0.31	$ 0.421	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Warehousing	$ 0.43	$ 0.584	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Manufacturing	$ 0.46	$ 0.625	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Light Industrial	$ 0.85	$ 1.155	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
	Parks & Recreation Residential								
		Multi-family/other all sizes	$ 1,959.00	$ 2,662.48	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 1,814.00	$ 2,465.41	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 4+ bedrooms	$ 2,717.00	$ 3,692.67	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Police Residential								
		Multi-family/other all sizes	$ 214.00	$ 290.85	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 198.00	$ 269.10	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 4+ bedrooms	$ 297.00	$ 403.65	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Police Non-Residential								
		Commercial/Shopping Center Average	$ 0.13	$ 0.177	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Office	$ 0.04	$ 0.054	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Mini-Warehouse	$ 0.01	$ 0.014	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Warehousing	$ 0.01	$ 0.014	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Manufacturing	$ 0.01	$ 0.014	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Light Industrial	$ 0.03	$ 0.041	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
	Fire Residential								
		Multi-family/other all sizes	$ 367.00	$ 498.79	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 340.00	$ 462.09	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 4+ bedrooms	$ 509.00	$ 691.78	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Fire Non-Residential								
		Commercial/Shopping Center Average	$ 0.63	$ 0.856	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Office	$ 0.21	$ 0.285	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Mini-Warehouse	$ 0.05	$ 0.068	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Warehousing	$ 0.07	$ 0.095	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Manufacturing	$ 0.07	$ 0.095	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Light Industrial	$ 0.13	$ 0.177	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
	Transportation Streets Residential								
		Multi-family/other all sizes	$ 1,108.00	$ 1,505.88	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 1,211.00	$ 1,645.87	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 4+ bedrooms	$ 1,628.00	$ 2,212.61	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Transportation Streets Non-Residential								
		Commercial/Shopping Center Average	$ 2.75	$ 3.738	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Office	$ 1.02	$ 1.386	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Mini-Warehouse	$ 0.23	$ 0.313	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Warehousing	$ 0.33	$ 0.449	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Manufacturing	$ 0.35	$ 0.476	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Light Industrial	$ 0.64	$ 0.870	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
	Transportation Pathways Residential								
		Multi-family/other all sizes	$ 358.00	$ 486.56	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 332.00	$ 451.22	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 4+ bedrooms	$ 497.00	$ 675.47	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Transportation Pathways Non-Residential								

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
		Commercial/Shopping Center Average	$ 0.21	$ 0.285	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Office	$ 0.07	$ 0.095	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Mini-Warehouse	$ 0.02	$ 0.027	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Warehousing	$ 0.02	$ 0.027	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Manufacturing	$ 0.03	$ 0.041	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Light Industrial	$ 0.05	$ 0.068	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
Impact Fees - Downtown URA									
	Total Impact Fee Residential								
		Multi-family/other all sizes	$ 3,569.00	$ 4,850.63	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 3,417.00	$ 4,644.04	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 4+ bedrooms	$ 5,006.00	$ 6,803.65	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Total Impact Fee Non-Residential								
		Commercial/Shopping Center Average	$ 2.64	$ 3.588	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Office	$ 0.94	$ 1.278	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Mini-Warehouse	$ 0.22	$ 0.299	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Warehousing	$ 0.30	$ 0.408	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Manufacturing	$ 0.32	$ 0.435	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Light Industrial	$ 0.60	$ 0.815	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
	Parks & Recreation Residential								
		Multi-family/other all sizes	$ 1,959.00	$ 2,662.48	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 1,814.00	$ 2,465.41	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 4+ bedrooms	$ 2,717.00	$ 3,692.67	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Police Residential								
		Multi-family/other all sizes	$ 214.00	$ 290.85	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 198.00	$ 269.10	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 4+ bedrooms	$ 297.00	$ 403.65	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Police Non-Residential								
		Commercial/Shopping Center Average	$ 0.13	$ 0.177	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Office	$ 0.04	$ 0.054	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Mini-Warehouse	$ 0.01	$ 0.014	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Warehousing	$ 0.01	$ 0.014	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Manufacturing	$ 0.01	$ 0.014	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Light Industrial	$ 0.03	$ 0.041	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
	Fire Residential								
		Multi-family/other all sizes	$ 367.00	$ 498.79	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 340.00	$ 462.09	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 4+ bedrooms	$ 509.00	$ 691.78	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Fire Non-Residential								
		Commercial/Shopping Center Average	$ 0.63	$ 0.856	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Office	$ 0.21	$ 0.285	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Mini-Warehouse	$ 0.05	$ 0.068	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Warehousing	$ 0.07	$ 0.095	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Manufacturing	$ 0.07	$ 0.095	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Light Industrial	$ 0.13	$ 0.177	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
	Transportation Streets Residential								
		Multi-family/other all sizes	$ 671.00	$ 911.96	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 733.00	$ 996.22	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 4+ bedrooms	$ 986.00	$ 1,340.07	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Transportation Streets Non-Residential								
		Commercial/Shopping Center Average	$ 1.67	$ 2.270	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Office	$ 0.62	$ 0.843	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Mini-Warehouse	$ 0.14	$ 0.190	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Warehousing	$ 0.20	$ 0.272	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Manufacturing	$ 0.21	$ 0.285	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Light Industrial	$ 0.39	$ 0.530	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
	Transportation Pathways Residential								
		Multi-family/other all sizes	$ 358.00	$ 486.56	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
		Single Family 0-3 bedrooms	$ 332.00	$ 451.22	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
		Single Family 4+ bedrooms	$ 497.00	$ 675.47	35.91%	per housing unit	IMMEDIATELY	2/1/2012	Res 11-55
	Transportation Pathways Non-Residential								
		Commercial/Shopping Center Average	$ 0.21	$ 0.285	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Office	$ 0.07	$ 0.095	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Mini-Warehouse	$ 0.02	$ 0.027	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Warehousing	$ 0.02	$ 0.027	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Manufacturing	$ 0.03	$ 0.041	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
		Light Industrial	$ 0.05	$ 0.068	35.91%	per square foot of floor area	IMMEDIATELY	2/1/2012	Res 11-55
Parking In Lieu of requirement			$ 10,000.00			per space		5/1/2007	Res 07-28
Public Records Request									
	Hourly rate (charged only when the response totals more than 100 pages OR response time takes more than 2 hrs. OR redacting is necessary)		varies			Idaho Code § 74-102(10)(e) "the per hour pay rate of the lowest paid administrative staff employee or public official of the public agency who is necessary and qualified to process the request"		5/18/2011	Res 11-21
	Photocopy "regular" size (only when more than 100 pages)		$ 0.10			per page after the first 100 pages (charged only when more than 100 pgs.)		5/18/2011	Res 11-21
	Photocopy 17x24+ (only when more than 100 pages)		$ 1.00			per page after the first 100 pages (charged only when more than 100 pgs.)		5/18/2011	Res 11-21
Local Option Sales Tax	Occupancy/lodging tax		14%			collected from hotels, motels, and other short term rentals		1/1/2023	Ord 1399
Licenses and Permits									
Aircraft Transport Permit			$ 57.50	$ 59.50	3.5%		10/1/2024	10/1/2023	Res 23-63
Alcohol licenses & permits									
	Alcohol catering permit		$ 20.00			Per Day - up to 5 days - Idaho Code § 23-934A		12/16/1999	Ord 1035
	Late application processing fee - Alcohol catering permit		$ 20.00			Applications submitted less than 13 days prior to event		10/1/2023	Res 23-63
	Liquor by the drink license		$ 562.50			Idaho Code § 23-916 - transfer $56.25 (10%)		12/21/1987	Res 87-41
	Beer off premises license		$ 50.00			Idaho Code § 23-1016 - transfer $5.00 (10%)		12/21/1987	Res 87-41
	Beer on premises license		$ 200.00			Idaho Code § 23-1016 - transfer $20.00 (10%)		12/21/1987	Res 87-41
	Wine license		$ 200.00			Idaho Code § 23-1016 - transfer $20.00 (10%)		12/21/1987	Res 87-41
Burn permit			$ 11.55	$ 12.00	3.9%	valid for 10 days	10/1/2024	10/1/2023	Res 23-63
Business License									
	Business License		$ 57.75	$ 59.75	3.5%	became effective with Ord. 1277, per City Code 3-11-6	10/1/2024	10/1/2023	Res 23-63
	Business License Renewal		$ 28.75	$ 29.75	3.5%	became effective with Ord. 1277, per City Code 3-11-10	10/1/2024	10/1/2023	Res 23-63
	Temporary Business License		$ 23.10	$ 24.00	3.9%	40% of general Business License fee	10/1/2024	10/1/2023	Res 23-63
	Business License change/update		$ 28.75	$ 30.00	4.3%		10/1/2024	10/1/2023	Res 23-63
	Business License late fee		$ 50.00			per City Code 3-11-6		10/1/2023	Res 23-63
Business Use Permit			$ 28.75	$ 29.75	3.5%		10/1/2024	10/1/2023	Res 23-63
Dog License - Neutered									
	One year		$ 17.30	$ 18.00	4.0%		10/1/2024	10/1/2023	Res 23-63
	Two year		$ 19.90	$ 20.75	4.3%		10/1/2024	10/1/2023	Res 23-63
	Three year		$ 23.10	$ 24.00	3.9%		10/1/2024	10/1/2023	Res 23-63
Dog License - Un-Neutered									
	One year		$ 40.15	$ 41.75	4.0%		10/1/2024	10/1/2023	Res 23-63
	Two year		$ 74.75	$ 77.50	3.7%		10/1/2024	10/1/2023	Res 23-63
	Three year		$ 108.85	$ 113.00	3.8%		10/1/2024	10/1/2023	Res 23-63
Dog Tag Replacement			$ 5.75	$ 6.00	4.3%		10/1/2024	10/1/2023	Res 23-63
Special Event Permit									
	Small Event - ~~Less~~ Fewer than 51 participants		No Fee					11/20/2018	Res 18.53
	Medium Event - 51 to 499 participants		$ 110.00	$ 113.75	3.4%		10/1/2024	10/1/2023	Res 23-63
	Large Scale Event - 500 or more participants		$ 330.00	$ 341.25	3.4%		10/1/2024	10/1/2023	Res 23-63
	OR Three (3) or more factors apply:								
	* Includes a route that will close or alter traffic on a street arterial or connector (parade, race, bike ride)								
	* Police officers or private security requires to protect public safety								
	* Alcohol will be served or sold								
	* Structural or electrical permits required								
	City electrical usage		$ 27.50	$ 28.50	3.6%		10/1/2024	10/1/2023	Res 23-63
	Street Sign Replacement Fees								
		Cones	$ 55.00	$ 57.00	3.6%	each	10/1/2024	10/1/2023	Res 23-63

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
		Candle Sticks and Base	$ 55.00	$ 57.00	3.6%	each	10/1/2024	10/1/2023	Res 23-63
		A-frames	$ 71.25	$ 73.75	3.5%	each	10/1/2024	10/1/2023	Res 23-63
		Barricades (sign and stand)	$ 329.00	$ 340.50	3.5%	each	10/1/2024	10/1/2023	Res 23-63
	Late application - received 14-20 days prior to Event		calculated			50% of Filing Fee, minimum $50		12/8/2019	Res 19-69
	Late application - received 7-13 days prior to Event		calculated			100% of Filing Fee, minimum $100		12/8/2019	Res 19-69
Park Special Events/Commercial Events Permit			$ 60.25	$ 62.50	3.7%	per hour	10/1/2024	10/1/2023	Res 23-63
Park Special Events/Commercial Events Permit			$ 362.50	$ 375.00	3.4%	per 8 hour event	10/1/2024	10/1/2023	Res 23-63
City Parking Permits									
	Daily		$ 11.00	$ 11.50	4.5%		10/1/2024	10/1/2023	Res 23-63
	Weekly		$ 22.00	$ 22.75	3.4%		10/1/2024	10/1/2023	Res 23-63
	Monthly		$ 33.00	$ 34.25	3.8%		10/1/2024	10/1/2023	Res 23-63
	Annual		$ 329.00	$ 340.50	3.5%		10/1/2024	10/1/2023	Res 23-63
	Replacement Pass		$ 5.50	$ 5.70	3.6%		10/1/2024	10/1/2023	Res 23-63
	Downtown Residential		$ -			First Annual Permit		10/1/2018	Res 18-46
Pawn License Fee for establishment (each pawnbroker also needs background check - See Public Safety Services)			$ 115.50	$ 119.50	3.5%	per establishment for initial and annual license, per City Code 3-5-2	10/1/2024	10/1/2023	Res 23-63
Peddlers registration									
	Bonner County residents		$ 86.25	$ 89.50	3.8%	per City Code 3-4-6	10/1/2024	10/1/2023	Res 23-63
	Idaho residents		$ 144.25	$ 150.00	4.0%	per City Code 3-4-6	10/1/2024	10/1/2023	Res 23-63
	Out-of-State		$ 259.50	$ 268.50	3.5%	per City Code 3-4-6	10/1/2024	10/1/2023	Res 23-63
	Surety Bond		$ 1,000.00			per City Code 3-4-6		10/1/2012	Res 12-40
Taxicab License for vehicle (drivers also need annual background check - See Public Safety Services)			$ 92.00	$ 95.25	3.5%	per cab, per City Code 3-4-5	10/1/2024	10/1/2023	Res 23-63
Short Term Rental									
	Non-Owner Occupied		$ 220.00	$ 228.00	3.6%	Initial Permit	10/1/2024	10/1/2023	Res 23-63
			$ 164.50	$ 170.50	3.6%	Annual Renewal	10/1/2024	10/1/2023	Res 23-63
	Owner Occupied & Non-Owner Occupied outside residential zones		$ 164.50	$ 170.50	3.6%	Initial Permit	10/1/2024	10/1/2023	Res 23-63
			$ 110.00	$ 114.00	3.6%	Annual Renewal	10/1/2024	10/1/2023	Res 23-63
	Short-Term Rental Violation Penalty		$105.00	$ 110.00	4.8%	per day, in accordance with Code 3-12-5-6	10/1/2024	10/1/2023	Res 23-63
Rents and Royalties									
Bald Mountain/Other Transmitter Site Lease									
	Application Fee		$ 260.00	$ 265.20	2.0%		10/1/2024	10/1/2023	Res 23-63
	Rent up to 2500 sq feet of Land Area								
		Gov't Entities and 501(c)(3) Charities	$ 1,405.04	$ 1,433.14	2.0%		10/1/2024	10/1/2023	Res 23-63
		All Other Entities	$ 3,730.48	$ 3,805.09	2.0%		10/1/2024	10/1/2023	Res 23-63
	Additional Area Rent over 2500 square feet								
		Gov't Entities and 501(c)(3) Charities	$ 0.501	$ 0.511	2.0%		10/1/2024	10/1/2023	Res 23-63
		All Other Entities	$ 0.863	$ 0.880	2.0%		10/1/2024	10/1/2023	Res 23-63
	Rent per Radio Unit								
		Gov't Entities and 501(c)(3) Charities	$ 352.56	$ 359.61	2.0%		10/1/2024	10/1/2023	Res 23-63
		All Other Entities	$ 967.20	$ 986.54	2.0%		10/1/2024	10/1/2023	Res 23-63
	"Receive Only" Rent		50% of Rent					1/6/2021	Res 21-02
	"Diversity Receivers" Rent		50% of Rent					1/6/2021	Res 21-02
	"Transmit Only" Rent		100% of Rent					1/6/2021	Res 21-02
	Cellular and Wireless Broadband Communications								
		annual base rent	$ 22,706.32	$ 23,160.45	2.0%		10/1/2024	10/1/2023	Res 23-63
		annual fee per unit	$ 520.00	$ 530.40	2.0%		10/1/2024	10/1/2023	Res 23-63
	Road Use Fee (Bald Mountain Site only)		$ 500.00	$ 525.00	5.0%		10/1/2024	1/6/2021	Res 21-02
Community Hall Rental									
	Main room		$ 44.00	$ 45.50	3.4%	per hour	10/1/2024	10/1/2023	Res 23-63
	Scout room		$ 33.00	$ 34.25	3.8%	per hour	10/1/2024	10/1/2023	Res 23-63
	Entire facility		$ 71.25	$ 73.75	3.5%	per hour	10/1/2024	10/1/2023	Res 23-63
		Maximum charge	$ 351.50	$ 363.50	3.4%	per day	10/1/2024	10/1/2023	Res 23-63

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
	Dances		$ 66.00	$ 68.25	3.4%	flat fee	10/1/2024	10/1/2023	Res 23-63
	Non-profits - free event, open to public								
		Main room	$ 17.50	$ 18.25	4.3%	per hour	10/1/2024	10/1/2023	Res 23-63
		Scout room	$ 13.00	$ 13.50	3.8%	per hour	10/1/2024	10/1/2023	Res 23-63
		Entire facility	$ 28.50	$ 29.50	3.5%	per hour	10/1/2024	10/1/2023	Res 23-63
		Maximum charge	$ 140.00	$ 144.75	3.4%	per day	10/1/2024	10/1/2023	Res 23-63
	Commercial use and non-profits - all three rooms								
			$ 107.00	$ 110.75	3.5%	per hour	10/1/2024	10/1/2023	Res 23-63
			$ 527.50	$ 546.00	3.5%	per day	10/1/2024	10/1/2023	Res 23-63
	Deposit for beer/wine served		$ 220.00	$ 228.00	3.6%	non-refundable	10/1/2024	10/1/2023	Res 23-63
Community Garden Plot									
	7'x7' Plot		$ 33.00	$ 34.25	3.8%	per season	10/1/2024	10/1/2023	Res 23-63
	4'x8' Plot		$ 27.25	$ 28.25	3.7%	per season	10/1/2024	10/1/2023	Res 23-63
Fiber Optic Network Lease Fees									
	Indefeasible Right of Use (IRU) Lease Lump Sum One-Time Fee per zone (Downtown and Airport)								
		6-strand minimum	$ 4,095.00	$ 4,235.00	3.4%	per strand	10/1/2024	10/1/2023	Res 23-63
		13 - 24 strands	$ 2,730.00	$ 2,823.00	3.4%	per strand	10/1/2024	10/1/2023	Res 23-63
		25+ strands	$ 1,365.00	$ 1,412.00	3.4%	per strand	10/1/2024	10/1/2023	Res 23-63
	IRU Lease Annual Maintenance Fee per zone (Downtown and Airport)								
		up to 24 strands	$ 384.50	$ 398.00	3.5%	per strand	10/1/2024	10/1/2023	Res 23-63
		25+ strands	$ 192.50	$ 199.00	3.4%	per strand	10/1/2024	10/1/2023	Res 23-63
	Dark Fiber Monthly Lease Fee per zone (Downtown and Airport)		$ 172.75	$ 179.00	3.6%	per strand	10/1/2024	10/1/2023	Res 23-63
	Dark Fiber Lease Application Fee		$ 288.50	$ 299.00	3.6%	one-time fee	10/1/2024	10/1/2023	Res 23-63
	Splicing Fee		cost + 15%					2/15/2017	Res 17-12
	Empty Conduit Sleeve Lease		$ 0.577	$ 0.598	3.6%	per foot per year	10/1/2024	10/1/2023	Res 23-63
	Bridge Crossing Conduit Sleeve Lease		$ 1,154.50	$ 1,195.00	3.5%	per sleeve per year	10/1/2024	10/1/2023	Res 23-63
	Conduit Lease Application Fee		$ 288.50	$ 299.00	3.6%	one-time fee	10/1/2024	10/1/2023	Res 23-63
Parks Field Usage									
	Grass Field/Diamond								
		Field Use Rate - Per Hour	$ 9.45	$ 9.80	3.7%	Group 1 and 3	10/1/2024	10/1/2023	Res 23-63
		Field Use Rate - Per Hour	$ 12.60	$ 13.10	4.0%	Group 2	10/1/2024	10/1/2023	Res 23-63
		Field Use Rate - Per Hour	$ 26.25	$ 27.25	3.8%	Group 4	10/1/2024	10/1/2023	Res 23-63
		Field Use Rate - Per Hour	$ 52.50	$ 54.25	3.3%	Group 5	10/1/2024	10/1/2023	Res 23-63
		Out of Area Team Fee - Per Day	$ 31.50	$ 32.60	3.5%	Groups 1, 2 and 3	10/1/2024	10/1/2023	Res 23-63
		Out of Area Team Fee - Per Day	$ 31.50	$ 32.60	3.5%	Groups 4 and 5	10/1/2024	10/1/2023	Res 23-63
		Change Fee - Per schedule change	$ 5.25	$ 5.45	3.8%	Group 2 and 3	10/1/2024	10/1/2023	Res 23-63
		Change Fee - Per schedule change	$ 15.75	$ 16.30	3.5%	Group 4	10/1/2024	10/1/2023	Res 23-63
		Change Fee - Per schedule change	$ 26.25	$ 27.25	3.8%	Group 5	10/1/2024	10/1/2023	Res 23-63
		Tournament Fee - Per Day - Per Facility - Add Hrly Field Use	$ 183.75	$ 190.00	3.4%	Group 1, 2 and 3	10/1/2024	10/1/2023	Res 23-63
		Tournament Fee - Per Day - Per Facility - Add Hrly Field Use	$ 210.00	$ 217.25	3.5%	Group 4	10/1/2024	10/1/2023	Res 23-63
		Tournament Fee - Per Day - Per Facility - Add Hrly Field Use	$ 315.00	$ 325.75	3.4%	Group 5	10/1/2024	10/1/2023	Res 23-63
	Memorial Field Artificial Turf/Diamonds								
		Field Use Rate - Per Hour	$ 16.80	$ 17.40	3.6%	Group 1 and 3	10/1/2024	10/1/2023	Res 23-63
		Field Use Rate - Per Hour	$ 21.00	$ 21.75	3.6%	Group 2	10/1/2024	10/1/2023	Res 23-63
		Field Use Rate - Per Hour	$ 52.50	$ 54.30	3.4%	Group 4	10/1/2024	10/1/2023	Res 23-63
		Field Use Rate - Per Hour	$ 78.75	$ 81.50	3.5%	Group 5	10/1/2024	10/1/2023	Res 23-63
		Secondary Partial Field Use Rate - Per Hour	$ 8.40	$ 8.70	3.6%	Group 1 and 3	10/1/2024	10/1/2023	Res 23-63
		Secondary Partial Field Use Rate - Per Hour	$ 10.50	$ 10.90	3.8%	Group 2	10/1/2024	10/1/2023	Res 23-63
		Secondary Partial Field Use Rate - Per Hour	$ 26.25	$ 27.25	3.8%	Group 4	10/1/2024	10/1/2023	Res 23-63
		Secondary Partial Field Use Rate - Per Hour	$ 39.35	$ 40.70	3.4%	Group 5	10/1/2024	10/1/2023	Res 23-63
		Out of Area Team Fee - Per Day	$ 47.25	$ 48.90	3.5%	Groups 1, 2 and 3	10/1/2024	10/1/2023	Res 23-63
		Out of Area Team Fee - Per Day	$ 47.25	$ 48.90	3.5%	Groups 4 and 5	10/1/2024	10/1/2023	Res 23-63
		* Bleachers - outside of normal setup	$ 42.00	$ 43.50	3.6%	All Groups	10/1/2024	10/1/2023	Res 23-63
		Tournament Fee - Per Day - In addition to Hrly Field Use	$ 183.75	$ 190.00	3.4%	Group 1, 2 and 3	10/1/2024	10/1/2023	Res 23-63
		Tournament Fee - Per Day - In addition to Hrly Field Use	$ 210.00	$ 217.25	3.5%	Group 4	10/1/2024	10/1/2023	Res 23-63
		Tournament Fee - Per Day - In addition to Hrly Field Use	$ 315.00	$ 325.75	3.4%	Group 5	10/1/2024	10/1/2023	Res 23-63
		* City Staff on Site - Per Hour - per request/required	$ 43.30	$ 44.75	3.3%	Group 2, 3, 4 and 5	10/1/2024	10/1/2023	Res 23-63
		* Trash Removal - Per Day	$ 31.50	$ 32.75	4.0%	Group 2, 3, 4 and 5	10/1/2024	10/1/2023	Res 23-63

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
		* Grandstands/Field Cleaning - 1 Game	$ 420.00	$ 434.25	3.4%	Group 2, 3, 4 and 5	10/1/2024	10/1/2023	Res 23-63
		* Grandstands/Field Cleaning - Multi game/tournament/per day	$ 525.00	$ 542.75	3.4%	Group 2, 3, 4 and 5	10/1/2024	10/1/2023	Res 23-63
		Change Fee - Per schedule change	$ 5.25	$ 5.45	3.8%	Group 2 and 3	10/1/2024	10/1/2023	Res 23-63
		Change Fee - Per schedule change	$ 15.75	$ 16.30	3.5%	Group 4	10/1/2024	10/1/2023	Res 23-63
		Change Fee - Per schedule change	$ 26.25	$ 27.25	3.8%	Group 5	10/1/2024	10/1/2023	Res 23-63
		Annual Home Field Replacement Rate	$ 10,000.00	$ 10,340.00	3.4%	Group 2	10/1/2024	9/1/2021	Res 21-17
	Max Charge per tournament		$ 3,150.00	$ 3,258.00	3.4%	Group 3	10/1/2024	10/1/2023	Res 23-63
		If Hourly Field Use, Tournament Fee Daily Rate and Out of Area Team Fees exceed the tournament max then the tournament max applies.							
		* Charges above/below applicable in addition to Tournament Max Fee							
	Explanation of Parks Field/Sport Center Usage Groups listed above/below:								
	Group 1 – City-sponsored or co-sponsored events. This includes all Department programs and/or leagues.								
	Group 2 – Events or activities sponsored by Lake Pend Oreille School district (priority scheduling)								
	Group 3 – Local Non-profit groups – Youth will be prioritized over Adult programs.								
	Group 4 – Local For-profit and Out of Area Non-profit groups – Youth will be prioritized over Adult programs.								
	Group 5 – Out of Area For-profit (Out of Area is defined as outside of Bonner County)								
James E. Russell Sports Center									
	Annual Memberships								
		Adult - Sandpoint Resident (19-64)		$ 400.00	NEW	Annual	IMMEDIATELY		
		Adult - Sandpoint Non-Resident (19-64)		$ 500.00	NEW	Annual	IMMEDIATELY		
		Senior (65+)		$ 300.00	NEW	Annual	IMMEDIATELY		
		Silver Sneakers members		Free	NEW	Annual	IMMEDIATELY		
		Youth (0-18)		Free	NEW	Annual	IMMEDIATELY		
	Monthly Memberships								
		Sandpoint Resident		$ 45.00	NEW	Monthly	IMMEDIATELY		
		Sandpoint Non-Resident		$ 50.00	NEW	Monthly	IMMEDIATELY		
	Court Reservations - Tennis (up to 4 players, 75-minute session)								
		October - April		$ 20.00	NEW	per court	IMMEDIATELY		
		May - September		$ 10.00	NEW	per court	IMMEDIATELY		
		Youth, year-round		$ 5.00	NEW	per court	IMMEDIATELY		
		Non-member guest*		$ 5.00	NEW	per session	IMMEDIATELY		
		Adult non-member guest of Youth or Silver Sneaker member*		$ 20.00	NEW	per session	IMMEDIATELY		
		* Court Reservations require membership. Non-members may only join a member with a reservation.							
	Court Reservations - Pickleball (up to 5 players, 75-minute session)								
		October - April		$ 16.00	NEW	per court	IMMEDIATELY		
		May - September		$ 8.00	NEW	per court	IMMEDIATELY		
		Pickleball drop-in (6am - 8:30am or 8:30am -11am)		$ 5.00	NEW	per person	IMMEDIATELY		
	Community Court Time for Pickleball or Tennis (first come first serve, two-hour windows rotating across the week, some mornings, some mid-day, some afternoons)								
		Sandpoint Resident		Free	NEW	per person	IMMEDIATELY		
		Sandpoint Non-Resident		$ 10.00	NEW	per person	IMMEDIATELY		
	Community Room (max capacity of 50)								
		Standard rate		$ 50.00	NEW	per hour	IMMEDIATELY		
		Non-profit rate		$ 25.00	NEW	per hour	IMMEDIATELY		
	Group JER Sport Center Usage/Rental ^See Group descriptions under Parks Field Usage above ^								
		Four Courts Use Rate - Per Hour		$ 30.00	NEW	Group 1	IMMEDIATELY		
		Four Courts Use Rate - Per Hour		$ 40.00	NEW	Group 2	IMMEDIATELY		
		Four Courts Use Rate - Per Hour		$ 80.00	NEW	Group 3	IMMEDIATELY		
		Four Courts Use Rate - Per Hour		$ 120.00	NEW	Group 4	IMMEDIATELY		
		Four Courts Use Rate - Per Hour		$ 160.00	NEW	Group 5	IMMEDIATELY		
		Per Court Use Rate - Per Hour		$ 7.50	NEW	Group 1	IMMEDIATELY		
		Per Court Use Rate - Per Hour		$ 10.00	NEW	Group 2	IMMEDIATELY		
		Per Court Use Rate - Per Hour		$ 20.00	NEW	Group 3	IMMEDIATELY		
		Per Court Use Rate - Per Hour		$ 30.00	NEW	Group 4	IMMEDIATELY		
		Per Court Use Rate - Per Hour		$ 40.00	NEW	Group 5	IMMEDIATELY		
		Tournament Fee - Per Day - In addition to Hrly Court Use		$ 135.00	NEW	Group 1	IMMEDIATELY		
		Tournament Fee - Per Day - In addition to Hrly Court Use		$ 180.00	NEW	Group 2 and 3	IMMEDIATELY		
		Tournament Fee - Per Day - In addition to Hrly Court Use		$ 270.00	NEW	Group 4	IMMEDIATELY		
		Tournament Fee - Per Day - In addition to Hrly Court Use		$ 360.00	NEW	Group 5	IMMEDIATELY		

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
Jeff Jones Town Square									
	Commercial		$ 27.55	$ 28.50	3.4%	per hour; $200/day maximum ($50.00 refundable deposit)	10/1/2024	10/1/2023	Res 23-63
	Non-commercial		$ 54.85	$ 56.75	3.5%	per event ($50.00 refundable deposit)	10/1/2024	10/1/2023	Res 23-63
Memorial Field	* Per ticket entry (including Comp & Season Pass holders)		$ 2.00	$ 2.10	5.0%	per person/per event	10/1/2024	10/1/2020	Res 20-39
Moorage - Tour Boat			$ 3,900.00	$ 4,035.00	3.5%	per season	10/1/2024	10/1/2023	Res 23-63
Moorage - Visitor									
	Moorage 20'		$ 28.20	$ 29.25	3.7%	per day	10/1/2024	10/1/2023	Res 23-63
	Moorage 30'		$ 32.90	$ 34.10	3.6%	per day	10/1/2024	10/1/2023	Res 23-63
	Moorage 35'		$ 37.65	$ 39.00	3.6%	per day	10/1/2024	10/1/2023	Res 23-63
Moorage - City Residents									
	Moorage 24' Windbag 100 dock		$ 31.00	$ 32.10	3.5%	per dock ft. (fixed dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 20' Windbag 200 dock/City Beach		$ 36.65	$ 37.95	3.5%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks		$ 37.15	$ 38.45	3.5%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 30' Windbag 600 dock/City Beach		$ 38.75	$ 40.10	3.5%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 35' City Beach		$ 39.50	$ 40.85	3.4%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Laser Deck		$ 207.20	$ 214.50	3.5%	Windbag Laser & Sunfish	10/1/2024	10/1/2023	Res 23-63
	Hobie Deck		$ 414.40	$ 428.50	3.4%	Windbag hobie / thistle, etc.	10/1/2024	10/1/2023	Res 23-63
Moorage - Bonner County Residents									
	Moorage 24' Windbag 100 dock		$ 38.80	$ 40.15	3.5%	per dock ft. (fixed dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 20' Windbag 200 dock/City Beach		$ 45.85	$ 47.45	3.5%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks		$ 46.45	$ 48.05	3.4%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 30' Windbag 600 dock/City Beach		$ 48.45	$ 50.15	3.5%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 35' City Beach		$ 49.36	$ 51.05	3.4%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Laser Deck 5' Beam		$ 259.00	$ 268.00	3.5%	Windbag laser & sunfish	10/1/2024	10/1/2023	Res 23-63
	Hobie Deck 10' Beam		$ 518.00	$ 535.75	3.4%	Windbag hobie / thistle, etc.	10/1/2024	10/1/2023	Res 23-63
Moorage - Outside Bonner County Residents									
	Moorage 24' Windbag 100 dock		$ 48.50	$ 50.20	3.5%	per dock ft. (fixed dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 20' Windbag 200 dock/City Beach		$ 57.30	$ 59.25	3.4%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks		$ 58.05	$ 60.00	3.4%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 30' Windbag 600 dock/City Beach		$ 60.55	$ 62.65	3.5%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Moorage 35' City Beach		$ 61.70	$ 63.80	3.4%	per dock ft. (floating dock)	10/1/2024	10/1/2023	Res 23-63
	Laser Deck 5' Beam		$ 323.75	$ 335.00	3.5%	Windbag laser & sunfish	10/1/2024	10/1/2023	Res 23-63
	Hobie Deck 10' Beam		$ 647.50	$ 670.00	3.5%	Windbag hobie / thistle, etc.	10/1/2024	10/1/2023	Res 23-63
Moorage Local Invasive Species Fee									
	Transient		$ 6.95	$ 7.20	3.6%	per day	10/1/2024	10/1/2023	Res 23-63
	Moored		$ 24.25	$ 25.10	3.5%	annual with moorage	10/1/2024	10/1/2023	Res 23-63
RV Park Rate									
	May - October								
		Low - 40' site	$ 50.00			night		5/1/2021	Res 21-17
		High - 55' site	$ 65.00			night		5/1/2021	Res 21-17
		Event Weekend Low - 40' site	$ 80.00			night		5/1/2021	Res 21-17
		Event Weekend High - 55'site	$ 105.00			night		5/1/2021	Res 21-17
	November - April								
		Low - 40' site	$ 40.00			night		5/1/2021	Res 21-17
		High - 55' site	$ 50.00			night		5/1/2021	Res 21-17
Parks & Recreation Equipment Fee									
	Youth Sports Jersey		$ 15.00	$ 15.55	3.7%		10/1/2024	10/1/2023	Res 23-63
	Youth Sports Mouth guard		$ 1.10	$ 1.14	3.6%		10/1/2024	10/1/2023	Res 23-63
Picnic shelters									
	City resident		$ 60.60	$ 62.75	3.5%	per day	10/1/2024	10/1/2023	Res 23-63
	Non-City resident		$ 71.35	$ 73.75	3.4%	per day	10/1/2024	10/1/2023	Res 23-63
Sand Volleyball Courts									
	per court charge - 4 courts available		$ 6.55	$ 6.80	3.8%	per hour	10/1/2024	10/1/2023	Res 23-63
	maximum charge for all 4 courts combined		$ 158.25	$ 163.75	3.5%	per day	10/1/2024	10/1/2023	Res 23-63
Tennis and Basketball Courts									
		Resident/League Rate - Per Hour	$3.15	$ 3.25	3.2%	Per Court	10/1/2024	10/1/2023	Res 23-63
		Professional/Non-resident - Per Hour	$6.30	$ 6.55	4.0%	Per Court	10/1/2024	10/1/2023	Res 23-63
Youth League sports									

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
	City resident		$ 36.20	$ 37.50	3.6%	Single Participant Fee	10/1/2024	10/1/2023	Res 23-63
	Non-City resident		$ 41.70	$ 43.50	4.3%	Single Participant Fee	10/1/2024	10/1/2023	Res 23-63
Fines									
Parking Citations									
	First offense - parking over allowed time		$ 50.00					10/1/2022	Res 22-51
	Second offense parking over allowed time - 12-mo period		$ 100.00					10/1/2022	Res 22-51
	Third or more offense parking over allowed time - 12-mo period		$ 150.00					10/1/2022	Res 22-51
	Parked facing the wrong direction		$ 25.00					10/1/2023	Res 23-63
	Handicapped parking violation		$ 150.00					1/1/2015	Res 14-60
	Parking in violation of signage		$ 100.00					10/1/2021	Res 21-45
	All other parking offenses		$ 50.00			Including but not limited to: Parking in loading zones and other prohibited areas, Blocking a pedestrian passage/alley or driveway, Hydrant parking - within 15 feet		10/1/2021	Res 21-45
	Late fee after 14 days		$ 25.00					6/20/2007	Res 07-44
	Negligent Vehicle Impound Fees		$ 150.00					10/1/2022	Res 22-51
	Parking Ticket Scofflaw Program Administration Fee		$ 25.00					8/17/2016	Res 16-66
Boat Citations									
	Boat Parking Violation		$ 105.00	$ 110.00	4.8%			10/1/2021	Res 21-45
Dog Citations									
	First offense - running at large, barking dog, etc.		$ 50.00					10/1/2022	Res 22-51
	Second offense - running at large, barking dog, etc.		$ 100.00					10/1/2022	Res 22-51
	Third offense - running at large, barking dog, etc.		$ 150.00					10/1/2022	Res 22-51
	Animal Impound Fee			$ 100.00	NEW	Per Animal	IMMEDIATELY		
Public Safety Services									
Background checks			$ 76.25	$ 78.85	3.4%		10/1/2024	10/1/2023	Res 23-63
Background check for taxicab drivers			$ 76.25	$ 78.85	3.4%	per driver for initial or annual background check, per City Code 3-4-5	10/1/2024	10/1/2023	Res 23-63
Background check for pawnbrokers			$ 76.25	$ 78.85	3.4%	per pawnbroker for initial or annual background check	10/1/2024	10/1/2023	Res 23-63
Driver Safety Education		Course through Police Dept.	$ 76.25	$ 78.85	3.4%		10/1/2024	10/1/2023	Res 23-63
Fingerprints			$ 38.00	$ 39.30	3.4%		10/1/2024	10/1/2023	Res 23-63
Polygraph			$ 254.25	$ 263.00	3.4%		10/1/2024	10/1/2023	Res 23-63
Abandoned vehicle		Before notice in paper	$ 127.25	$ 131.75	3.5%		10/1/2024	10/1/2023	Res 23-63
		After notice in paper	$ 190.75	$ 197.25	3.4%		10/1/2024	10/1/2023	Res 23-63
Fire System Review			calculated			based on cost of service only		1/1/2015	Res 14-60
Fire Inspection		Follow-up review	$ 28.60	$ 29.60	3.5%	per hour	10/1/2024	10/1/2023	Res 23-63
		Site visits (multiple visits)	$ 28.60	$ 29.60	3.5%	per hour	10/1/2024	10/1/2023	Res 23-63
		Research (complex/comprehensive)	$ 28.60	$ 29.60	3.5%	per hour	10/1/2024	10/1/2023	Res 23-63
Fire Standby Services				$ 225.00	NEW	per hour (4 hour minimum)	IMMEDIATELY		
False Alarm (police and fire)		1st & 2nd in one year	$ -					10/1/2009	Res 09-58
		3rd in one year	$ 181.25	$ 187.50	3.4%		10/1/2024	10/1/2023	Res 23-63
		4th thru 6th in one year	$ 362.75	$ 375.00	3.4%	each	10/1/2024	10/1/2023	Res 23-63
		7th thru 9th in one year	$ 605.00	$ 626.00	3.5%	each	10/1/2024	10/1/2023	Res 23-63
		10th and over in one year	$ 1,212.75	$ 1,255.00	3.5%	each	10/1/2024	10/1/2023	Res 23-63
Police Clearance Letter			$ 10.00	$ 10.35	3.5%		10/1/2024	10/1/2023	Res 23-63
Copies w/ color photos (Police Dept.)			$ 1.10	$ 1.14	3.6%	per photo, per page	10/1/2024	10/1/2023	Res 23-63
~~*Public & Utility*~~ *Community Development and Public Works Services*									
Expedited Processing Fee (Planning and Building)			$ 57.50	$ 59.50	3.5%		10/1/2024	10/1/2023	Res 23-63
General (Planning, Building, Right of Way - Streets, Stormwater, Water, and Wastewater)									
	City Hourly Labor Rate - Administration/Inspection		$ 74.50	$ 77.00	3.4%		10/1/2024	10/1/2023	Res 23-63
	City Hourly Labor Rate - Streets, Water, Wastewater Crews		$ 42.75	$ 46.00	7.6%		10/1/2024	10/1/2023	Res 23-63
	City Hourly Rate - Equipment		Varies			per the Rental Rate Blue Book for Construction Equipment; where no Blue Book rate exists, FEMA rates shall apply		10/1/2020	Res 20-39
	City Supplied Materials		cost +15%			pass-through plus administrative percentage		10/1/2020	Res 20-39

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
	External/Outsourced Professional Services (as required to determine code compliance)		cost +15%			pass-through actual cost, plus administrative percentage; applicable to any professional service fee, as required, due to increase volume of applications and/or staff vacancies		10/1/2020	Res 20-39
Planning & Engineering	All application fees include up to two (2) completeness reviews								
	Additional Reviews, required in excess of standard		cost +15%					10/1/2020	Res 20-39
	See 'Building Plan Check Fee' Category below for Zoning Review							10/1/2020	Res 20-39
	Amendment of approved application					50% of current application fee		10/18/2006	Res 06-76
	Pre-Application Meeting		calculated			no cost for 1 meeting up to 1 hour; thereafter, actual time, per City Administrative fee		10/1/2020	Res 20-39
	Notifications: Public Hearing and/or Adjacent Properties		$ 265.00	$ 274.00	3.4%	flat fee; in addition to application fees	10/1/2024	10/1/2023	Res 23-63
	Record of Survey		$ 296.75	$ 306.75	3.4%	flat fee + notification fee	10/1/2024	10/1/2023	Res 23-63
	Subdivision: Short Plat/Replat/Lot Line Adjustment/Flagpole Lot		$ 774.00	$ 800.00	3.4%	flat fee + Preliminary Engineering fee + notification fee	10/1/2024	10/1/2023	Res 23-63
	Minor Application, food truck CUP		$ 265.00	$ 274.00	3.4%	flat fee + notification fee	10/1/2024	10/1/2023	Res 23-63
	Conditional Use Permit, Preliminary Planned Unit Development, Substandard Lot Design Review		$ 1,590.00	$ 1,644.00	3.4%	flat fee + Preliminary Engineering fee (+ Subdivision Fees, as applicable) + notification fee	10/1/2024	10/1/2023	Res 23-63
	Subdivision: Preliminary Plat/Development Agreement		$ 2,332.00	$ 2,412.00	3.4%	flat fee + Preliminary Engineering fee + notification fee	10/1/2024	10/1/2023	Res 23-63
	Final Planned Unit Development Plan		$ 2,332.00	$ 2,412.00	3.4%	flat fee + notification fee	10/1/2024	10/1/2023	Res 23-63
	Subdivision Final Plat, ROW Vacation, Rezone/Comprehensive Plan Change, Variances		$ 1,293.00	$ 1,337.00	3.4%	flat fee (appeals charge applies per appeal) + notification fee	10/1/2024	10/1/2023	Res 23-63
	Appeal or rehearing		$ 530.00	$ 548.00	3.4%	plus notification fee	10/1/2024	10/1/2023	Res 23-63
	Public Infrastructure - Major (subdivisions, new/substantial public improvements, land use actions)								
		Engineering Review - Preliminary Review	$ 280.50	$ 290.00	3.4%	no approvals; planning purposes only	10/1/2024	10/1/2023	Res 23-63
		Engineering Review - Streets, Sidewalks, Frontage, Other	$ 280.50	$ 290.00	3.4%	includes (2) reviews	10/1/2024	10/1/2023	Res 23-63
		Engineering Review - Traffic, TGDL	cost + 15%	$ 145.00	Varies	~~pass-through plus administrative percentage~~ per review	IMMEDIATELY	10/1/2020	Res 20-39
		Engineering Review - Traffic, TIA	cost + 15%	$ 362.50	Varies	~~pass-through plus administrative percentage~~ per review	IMMEDIATELY	10/1/2020	Res 20-39
		Engineering Review - Stormwater - one acre or less	$ 122.50	$ 290.00	136.7%	per review	10/1/2024	10/1/2023	Res 23-63
		Engineering Review - Stormwater - Greater than one acre	cost + 15%	$ 435.00	Varies	per review	IMMEDIATELY	10/1/2018	Res 18-46
		Engineering Inspection - Preconstruction	$ 140.00	$ 145.00	3.6%	per inspection	10/1/2024	10/1/2023	Res 23-63
		Engineering Inspections - Punchlist and Final	$ 280.50	$ 290.00	3.4%	per inspection	10/1/2024	10/1/2023	Res 23-63
		Engineering Inspections - Additional Inspections	cost + 15%	$ 145.00	Varies	per inspection	IMMEDIATELY	10/1/2020	Res 20-39
Sign Permits									
	Sign Permit		calculated			same as building permit fee structure, minimum $75.00		8/7/2002	Res 02-44
	Sign Permit Special Banner		$ 91.25	$ 94.50	3.6%	per permit/per event	10/1/2024	10/1/2023	Res 23-63
	Sign - Mural		$ 280.50	$ 290.00	3.4%		10/1/2024	10/1/2023	Res 23-63
	Master Sign Program		$ 174.75	$ 180.75	3.4%		10/1/2024	10/1/2023	Res 23-63
	Honorary Street Sign Application		$ 174.75	$ 180.75	3.4%	per application	10/1/2024	10/1/2023	Res 23-63
	Honorary Street Sign		$ 117.00	$ 121.00	3.4%	each	10/1/2024	10/1/2023	Res 23-63
Watershed - Use Permit	Watershed, New Use/Activity		$ 561.00	$ 580.25	3.4%	includes processing, review, inspections, and approval	10/1/2024	10/1/2023	Res 23-63
	External/Outsourced Professional Services (as required to determine code compliance)		cost + 15%			pass-through administrative percentage		4/7/2021	Res 21-17
Mechanical/HVAC Permits									
	Residential								
		Base Permit	$ 100.00					10/1/2021	Res 21-45
		Plan Check or Technical Service Fee	$ 65.00			per hour		10/1/2021	Res 21-45
		Appliances - Furnace, air conditioner, heat pump, evaporative cooler, unit heater, space heater, boiler (not supplying potable water), pool heater, mini-split system, free-standing gas or solid-fuel stove, gas fireplace, HRV, ERV or any other permanent space conditioning appliance used for human comfort. This includes all associated ducts and flues attached thereto.	$30 + $15			$30 for the first appliance + $15 for each additional appliance		10/1/2021	Res 21-45
		Exhaust duct or ventilation duct - Dyer duct, range hood duct, bath fan duct, crawl space exhaust duct, similar exhaust ducts or ventilation duct.	$15 + $5			$15 for the first duct + $5 for each additional duct		10/1/2021	Res 21-45
		Fuel gas piping	$ 5.00			per appliance outlet		10/1/2021	Res 21-45
		Hydronic system (Does not include Boiler - see above)	$ 5.00			per zone		10/1/2021	Res 21-45
		Manual S, J, & D Review	$ 25.00			Required when installing the primary heating and/or cooling system in a NEW single or multi-family dwelling.		10/1/2021	Res 21-45
	Commercial/Industrial								

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
		job value up to $10,000	calculated			total cost of system x 0.02 + $60		10/1/2020	Res 20-39
		job value $10,001-$100,000	calculated			total cost of system - 10,000 x 0.01 + $260		10/1/2020	Res 20-39
		job value $100,001 or more	calculated			total cost of system -100,000 x 0.005 + $1,160		10/1/2020	Res 20-39
Building Plan Check Fee									
	Standard Plan Check (up to two reviews)		calculated			65% of building permit fee		8/7/2002	Res 02-44
	Zoning Review		calculated			10% of building permit fee, in addition to Building Plan Check		10/1/2020	Res 20-39
	Plan Check, New Single Family (7,999 SF or less, up to two reviews) if prepared/stamped by registered, licensed professional		calculated			25% of building permit fee		10/1/2020	Res 20-39
	Plan Check, Reroof		$ -			no plan check for reroof, unless submitted for review		10/1/2020	Res 20-39
	Additional Plan Check, required in excess of standard		cost +15%					10/1/2020	Res 20-39
	Expedited Review, if available (5 business days)		calculated			plan check fee x 2		10/1/2020	Res 20-39
	Residential Repeat/Subsequent Lot Plan Check					standard plan check fee for first, then 25% of the building permit fee, per lot the same		10/1/2020	Res 20-39
Building Fee/Valuation									
	Total Valuation is calculated by the Building Official, using as stated by the applicant or the latest valuation data published in the Building Safety Journal by ICC, whichever is greater.					includes standard/single inspections per phase			
	0 - 2,000 dollars of value		$ 61.10	$ 64.76	Calculation 3.4%	for the first $1,300 plus $3.68 ~~$3.56~~ per additional $100	10/1/2024	10/1/2023	Res 23-63
	2,001 - 25,000 dollars of value		$ 86.02	$ 90.52	Calculation 3.4%	for the first $2,000 plus $16.84 ~~$16.29~~ per additional $1,000	10/1/2024	10/1/2023	Res 23-63
	25,001 - 50,000 dollars of value		$ 460.69	$ 477.84	Calculation 3.4%	for the first $25,000 plus $12.04 ~~$11.64~~ per additional $1,000	10/1/2024	10/1/2023	Res 23-63
	50,001 - 100,000 dollars of value		$ 751.69	$ 778.84	Calculation 3.4%	for the first $50,000 plus $8.43 ~~$8.15~~ per additional $1,000	10/1/2024	10/1/2023	Res 23-63
	100,001 - 500,000 dollars of value		$ 1,159.19	$ 1,200.34	Calculation 3.4%	for the first $100,000 plus $6.74 ~~$6.52~~ per additional $1,000	10/1/2024	10/1/2023	Res 23-63
	500,001 - 1,000,000 dollars of value		$ 3,767.19	$ 3,896.34	Calculation 3.4%	for the first $500,000 plus $5.71 ~~$5.52~~ per additional $1,000	10/1/2024	10/1/2023	Res 23-63
	1,000,001 and over dollars of value		$ 6,527.19	$ 6,751.34	Calculation 3.4%	for the first $1,000,000 plus $4.39 ~~$4.25~~ per add'l $1,000	10/1/2024	10/1/2023	Res 23-63
	Minimum Building Permit Fee		$ 174.60	$ 180.54	3.4%	if result of valuation is less than $180.54 ~~$172.75~~, this minimum applies instead and includes (1) inspection; see fees for additional inspections	10/1/2024	10/1/2023	Res 23-63
	Permit Reinstatement Fee		calculated			50% Building Permit Fee		10/1/2023	Res 23-63
	Demolition Permit (complete structure remove only)		$ 280.50	$ 290.00	3.4%	flat fee in lieu of calculated value	10/1/2024	10/1/2023	Res 23-63
	Residential Garages/Storage Buildings (except ADU)		see above			valuation $23.02 ~~$22.26~~ per SF	10/1/2024	10/1/2023	Res 23-63
	Misc. Residential Pole Buildings		see above			valuation $20.71 ~~$20.03~~ per SF	10/1/2024	10/1/2023	Res 23-63
	Residential Carports, Decks, Porches		see above			valuation $17.27 ~~$16.70~~ per SF	10/1/2024	10/1/2023	Res 23-63
	Fireplace Retrofit/Chimney Repair					Minimum Building Permit Fee		10/1/2020	Res 20-39
	Sign - Foundation					Minimum Building Permit Fee		10/1/2020	Res 20-39
	Canopy - Awning					Minimum Building Permit Fee		10/1/2020	Res 20-39
	Foundation Repair/Replace					Minimum Building Permit Fee		10/1/2020	Res 20-39
	Reroof					Minimum Building Permit Fee		10/1/2020	Res 20-39
	Retaining Wall					Minimum Building Permit Fee		10/1/2020	Res 20-39
	Stair Repair					Minimum Building Permit Fee		10/1/2020	Res 20-39
	Window/Door					Minimum Building Permit Fee		10/1/2020	Res 20-39
	Fire Alarm/Sprinkler Permit					Minimum Building Permit Fee + Inspections		10/1/2023	Res 23-63
	Floodplain Development Permit/Review		cost +15%					10/1/2023	Res 23-63
	Building/Fire - Structural Review		cost +15%					10/1/2023	Res 23-63
	Building/Fire - Code Compliance Review		cost +15%					10/1/2023	Res 23-63
Amended Building Permit	Post-issuance revisions		cost +15%					10/1/2020	Res 20-39
Inspections									
	Additional inspection inside of normal business hours		cost +15%			per hourly Administration/Inspection labor rate		10/1/2020	Res 20-39
	Inspection outside of normal business hours, as available		calculated			per hourly Administration/Inspection labor rate x 1.25 (minimum 2 hours)		10/1/2020	Res 20-39
	Re-Inspection		calculated			per hourly Administration/Inspection labor rate		10/1/2020	Res 20-39
Building - Other									
	Temporary Certificate of Occupancy (all types)		$ 288.00	$ 298.00	3.5%	plus security for remaining items	10/1/2024	10/1/2023	Res 23-63
	Structural/Life Safety Evaluation		$ -			no fee		10/1/2020	Res 20-39
	Building Code Appeal		cost + 15%			appealed at Department of Building Safety or State Fire Marshall		10/1/2020	Res 20-39
	Building Code Violation - Unsafe, Restricted or Stop Work		$ 105.00	$ 108.75	3.6%	per day, as determined applicable by the Building Official	10/1/2024	10/1/2023	Res 23-63
	Work Commencing Without Permit		calculated			standard building permit fee x 2		10/1/2020	Res 20-39

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
Public Right of Way	Includes existing and future/proposed public right-of-way's and/or easements with City infrastructure								
	Street Cut Damage Recovery Fee - Fee based on Pavement Condition Index (PCI) rating of street in accordance with most recent street condition survey.								
		PCI							
		81-100	$ 921.50	$ 952.75	3.4%		10/1/2024	10/1/2023	Res 23-63
		61-80	$ 690.00	$ 713.75	3.4%		10/1/2024	10/1/2023	Res 23-63
		41-60	$ 462.00	$ 477.75	3.4%		10/1/2024	10/1/2023	Res 23-63
		21-40	$ 231.00	$ 238.75	3.4%		10/1/2024	10/1/2023	Res 23-63
		0-20	$ -					10/1/2021	Res 21-45
	Encroachment - Temporary Access (TCP Review)		$ 81.00	$ 83.75	3.4%	processing, TCP review, and (1) inspection	10/1/2024	10/1/2023	Res 23-63
	Encroachment - Long-Term Agreement		$ 291.50	$ 301.50	3.4%		10/1/2024	10/1/2023	Res 23-63
	Encroachment/Easement - Franchise/Fiber		$ 583.00	$ 603.00	3.4%	includes TCP review, inspections, and agreement	10/1/2024	10/1/2023	Res 23-63
	Public Infrastructure - Minor (sidewalk, curb, street cut, driveways)		$ 210.00	$ 217.25	3.5%	includes processing, plan review, site visit, and (2) inspections; in addition to Temporary Access, as applicable	10/1/2024	10/1/2023	Res 23-63
	Unauthorized ~~street cut~~ work within the right-of-way		$ 291.50	$ 301.50	3.4%	in addition to standard fee for street patch maintenance and/or other fee	10/1/2024	10/1/2023	Res 23-63
	City provided services								
		Maintenance of work area	Cost + 15%			per adopted Public Services General City Rates above		10/1/2018	Res 18-46
		Maintenance/installation of traffic control	Cost + 15%			per adopted Public Services General City Rates above		10/1/2018	Res 18-46
	Failure to obtain/call for inspection on encroachment permit							10/1/2021	Res 21-45
		First offense	$ 86.65	$ 89.75	3.6%		10/1/2024	10/1/2023	Res 23-63
		Second offense	$ 145.75	$ 150.75	3.4%		10/1/2024	10/1/2023	Res 23-63
		Third offense	$ 291.50	$ 301.50	3.4%		10/1/2024	10/1/2023	Res 23-63
Sidewalk Fee in Lieu of Construction			$ 60.00			Non-refundable fee in lieu of construction of sidewalk based on LF of frontage		5/1/2024	Res 24-26
Water Plan Reviews/Inspections									
	Will-Serve Assessment/Letter		$ 149.00	$ 154.00	3.4%	as required for platting and/or QLPE	10/1/2024	10/1/2023	Res 23-63
	Engineering Review - Water, with QLPE (as available)		$ 698.00	$ 725.00	3.9%	includes (2) reviews	10/1/2024	10/1/2023	Res 23-63
	Water Mains Inspection		$ 122.00	$ 126.25	3.5%	each inspection	10/1/2024	10/1/2023	Res 23-63
	Water Service Connection Inspection, includes tap and new hydrants/fire lines		$ 57.75	$ 60.00	3.9%	per tap/service connection, or additional reinspection	10/1/2024	10/1/2023	Res 23-63
Water Main Modeling/Assessment	External/Outsourced Professional Services (as required to determine capacity and necessary improvements)		cost + 15%			pass-through administrative percentage		4/7/2021	Res 21-17
Water Install/Materials	Subject to availability					per adopted IDS General City Rates above			
	Main Tap, City Labor Only		$ 516.50	$ 534.25	3.4%	flat fee, per tap	10/1/2024	10/1/2023	Res 23-63
	3/4 inch meter/transponder only (supply and install)		$ 360.50	$ 372.75	3.4%	Flat Fee	10/1/2024	10/1/2023	Res 23-63
	1 inch (M55) meter/transponder only (supply and install)		$ 567.00	$ 586.50	3.4%	Flat Fee	10/1/2024	10/1/2023	Res 23-63
	1 inch (M70) meter/transponder only (supply and install)		$ 625.50	$ 647.00	3.4%	Flat Fee	10/1/2024	10/1/2023	Res 23-63
	1.5 inch meter/transponder (supply and install)		$ 1,060.00	$ 1,096.00	3.4%	Flat Fee	10/1/2024	10/1/2023	Res 23-63
	2 inch meter/transponder (supply and install)			$ 1,329.00	NEW	Flat Fee	IMMEDIATELY		
	>~~1.5~~ 2 inch meter/transponder (supply and install)		cost + 15%					10/1/2020	Res 20-39
	Full assembly (supply & install)		cost + 15%			In addition to meter/transponder fees		10/1/2022	Res 22-51
Industrial Pretreatment	Wastewater Discharge Permit		$ 254.50			application fee, includes inspection and permit issuance		10/1/2023	Res 23-63
Wastewater treatment plant sampling fees									
	Bacteriological								
		Total coliform MPN/MTF	$ 48.75	$ 50.45	3.5%		10/1/2024	10/1/2023	Res 23-63
		Fecal Coliform MPN/MTF	$ 48.75	$ 50.45	3.5%		10/1/2024	10/1/2023	Res 23-63
		Fecal Coliform Bio-Solids A-1	$ 73.50	$ 76.00	3.4%		10/1/2024	10/1/2023	Res 23-63
		E.coli. MPN/MTF	$ 48.75	$ 50.45	3.5%		10/1/2024	10/1/2023	Res 23-63
		Total, Fecal, E.coli	$ 97.50	$ 100.80	3.4%		10/1/2024	10/1/2023	Res 23-63
	Inorganic chemicals								
		Nitrate	$ 36.60	$ 37.85	3.4%		10/1/2024	10/1/2023	Res 23-63
		TKN	$ 42.65	$ 44.15	3.5%		10/1/2024	10/1/2023	Res 23-63
		Ammonia	$ 36.60	$ 37.85	3.4%		10/1/2024	10/1/2023	Res 23-63
		Alkalinity	$ 24.40	$ 25.25	3.5%		10/1/2024	10/1/2023	Res 23-63
		Total Phosphorus	$ 48.75	$ 50.45	3.5%		10/1/2024	10/1/2023	Res 23-63
		Ortho-Phosphorus	$ 24.40	$ 25.25	3.5%		10/1/2024	10/1/2023	Res 23-63
		FOG	$ 73.15	$ 75.65	3.4%		10/1/2024	10/1/2023	Res 23-63

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
		Ph Wastewater	$ 12.20	$ 12.65	3.7%		10/1/2024	10/1/2023	Res 23-63
		PH Soil	$ 18.30	$ 19.00	3.8%		10/1/2024	10/1/2023	Res 23-63
		BOD	$ 54.85	$ 56.75	3.5%		10/1/2024	10/1/2023	Res 23-63
		TDS	$ 18.30	$ 19.00	3.8%		10/1/2024	10/1/2023	Res 23-63
		TSS	$ 24.40	$ 25.25	3.5%		10/1/2024	10/1/2023	Res 23-63
	Metals								
		Total Metals 13 Bio-Solids	$ 238.50	$ 246.75	3.5%		10/1/2024	10/1/2023	Res 23-63
		Total Metals 11	$ 207.75	$ 215.00	3.5%		10/1/2024	10/1/2023	Res 23-63
		Mercury	$ 36.60	$ 37.85	3.4%		10/1/2024	10/1/2023	Res 23-63
		Cyanide Wastewater	$ 54.85	$ 56.75	3.5%		10/1/2024	10/1/2023	Res 23-63
		Silver	$ 24.40	$ 25.25	3.5%		10/1/2024	10/1/2023	Res 23-63
	Lab Testing Fee		$ 30.50	$ 31.55	3.4%		10/1/2024	10/1/2023	Res 23-63
Wastewater Plan Reviews/Inspections									
	Engineering Review - Wastewater, no QLPE		$ 280.50	$ 290.00	3.4%	includes (2) reviews	10/1/2024	10/1/2023	Res 23-63
	Engineering Review - Wastewater, with QPLE (as available)		$ 420.50	$ 580.00	37.9%	includes (2) reviews	10/1/2024	10/1/2023	Res 23-63
	Wastewater Main Inspection		$ 122.50	$ 126.75	3.5%	each inspection	10/1/2024	10/1/2023	Res 23-63
	Wastewater Service Connection Inspection, includes tap on main		$ 58.00	$ 60.00	3.4%	per tap/service connection, or additional reinspection	10/1/2024	10/1/2023	Res 23-63
Wastewater Main Modeling/Assessment	External/Outsourced Professional Services (as required to determine capacity and necessary improvements)		cost + 15%			pass-through administrative percentage		4/7/2021	Res 21-17
Wastewater Install/Materials/Inspections/Testing	Subject to availability					per adopted IDS General City Rates above			
NUFF's									
	Water NUFF								
		3/4 inch meter - meter size factor 1	$ 7,875.00					8/17/2022	Res 22-51
		1 inch meter - meter size factor 2.5	$ 19,689.00					8/17/2022	Res 22-51
		1.5 inch meter - meter size factor 5	$ 39,377.00					8/17/2022	Res 22-51
		2 inch meter - meter size factor 8	$ 63,004.00					8/17/2022	Res 22-51
		3 inch meter - meter size factor 25	$ 196,887.00					8/17/2022	Res 22-51
		4 inch meter - meter size factor 50	$ 393,773.00					8/17/2022	Res 22-51
		6 inch meter - meter size factor 80	$ 630,037.00					8/17/2022	Res 22-51
		8 inch meter - meter size factor 115	$ 905,625.00					8/17/2022	Res 22-51
	Wastewater NUFF		$ 6,311.00			per Equivalent Resident (ER)		8/17/2022	Res 22-51
Hydrant Use/Fill Station									
	Hydrant/Fill Station Permit		$ 29.25	$ 30.70	4.96%	Annual permit plus $2,500 or $500 deposit	9/16/2024	9/16/2023	Res 23-63
		Volume Charge - per 1,000 gallons	$ 4.35	$ 4.51	3.68%		9/16/2024	9/16/2023	Res 23-63
Utility User Monthly Rates									
	Garbage								
		Residential	$ 18.96	$ 19.91	5%	96 gallon cart	9/16/2024	9/16/2023	Res 23-63
		Residential	$ 15.16	$ 15.92	5%	64 gallon cart	9/16/2024	9/16/2023	Res 23-63
		Residential	$ 11.38	$ 11.95	5%	35 gallon cart	9/16/2024	9/16/2023	Res 23-63
		Senior Citizen Reduced Billing (SCRUB)	$ 11.38	$ 11.95	5%	96 gallon cart	9/16/2024	9/16/2023	Res 23-63
		Senior Citizen Reduced Billing (SCRUB)	$ 9.10	$ 9.56	5%	64 gallon cart	9/16/2024	9/16/2023	Res 23-63
		Senior Citizen Reduced Billing (SCRUB)	$ 6.83	$ 7.17	5%	35 gallon cart	9/16/2024	9/16/2023	Res 23-63
		Extra cans	$ 2.29	$ 2.40	5%	each	9/16/2024	9/16/2023	Res 23-63
		Roll-out cart over 15 feet	$ 3.52	$ 3.69	5%	special assistance	9/16/2024	9/16/2023	Res 23-63
		Contamination Charge	$ 33.31	$ 34.97	5%	each occurrence	9/16/2024	9/16/2023	Res 23-63
	Street Lights		$ 3.09					10/1/2017	Res 17-53
	Miscellaneous								
		New Account Fee	$ 12.54	$ 13.97	11.4%		9/16/2024	9/16/2023	Res 23-28
		Late Charge	$ 18.82	$ 20.97	11.4%		9/16/2024	9/16/2023	Res 23-28
		Door Hanger	$ 18.82	$ 20.97	11.4%		9/16/2024	9/16/2023	Res 23-28
		Delinquent off/on	$ 70.03	$ 72.69	3.8%		9/16/2024	9/16/2023	Res 23-28
		Meter Lock Removal	$ 55.00	$ 57.09	3.8%		9/16/2024	9/16/2023	Res 23-63
		Emergency/Seasonal Off/On	$ 26.94	$ 27.96	3.8%	(Seasonal - Irrigation accounts only)	9/16/2024	9/16/2023	Res 23-28
		After hours fee	$ 48.48	$ 50.32	3.8%		9/16/2024	9/16/2023	Res 23-28
		Leak check - customer requested	$ 35.00	$ 36.33	3.8%		9/16/2024	9/16/2023	Res 23-63

Sandpoint City Fees

Description			Fee	Proposed	% Change	Comments	Proposed Effective Date	Prior Effective Date	Res/Ord
	Water								
		Retail - Fixed Monthly Rates							
		3/4" meter	$ 20.47	$ 21.25	3.81%		9/16/2024	9/16/2023	Res 23-28
		1" meter	$ 41.10	$ 42.67	3.81%		9/16/2024	9/16/2023	Res 23-28
		1-1/2" meter	$ 72.39	$ 75.15	3.81%		9/16/2024	9/16/2023	Res 23-28
		2" meter	$ 102.95	$ 106.87	3.81%		9/16/2024	9/16/2023	Res 23-28
		3" meter	$ 370.26	$ 384.37	3.81%		9/16/2024	9/16/2023	Res 23-28
		4" meter	$ 617.27	$ 640.79	3.81%		9/16/2024	9/16/2023	Res 23-28
		6" meter	$ 1,234.66	$ 1,281.71	3.81%		9/16/2024	9/16/2023	Res 23-28
		Residential Volume Charge - per 1,000 gallons							
		0 - 6,000 gallons	$ 3.04	$ 3.15	3.62%		9/16/2024	9/16/2023	Res 23-28
		6,001 to 20,000 gallons	$ 3.88	$ 4.00	3.09%		9/16/2024	9/16/2023	Res 23-28
		20,001 to 40,000 gallons	$ 7.75	$ 7.99	3.10%		9/16/2024	9/16/2023	Res 23-28
		over 40,000 gallons	$ 8.72	$ 8.99	3.10%		9/16/2024	9/16/2023	Res 23-28
		Multi-Family Volume Charge - per 1,000 gallons	$ 4.16	$ 4.20	0.96%		9/16/2024	9/16/2023	Res 23-28
		Irrigation Volume Charge - per 1,000 gallons	$ 6.38	$ 6.91	8.31%		9/16/2024	9/16/2023	Res 23-28
		Commercial Volume Charge - per 1,000 gallons	$ 4.35	$ 4.51	3.68%		9/16/2024	9/16/2023	Res 23-28
		Flat Water Rate (no meter)	$ 77.52	80.47	3.8%		9/16/2024	9/16/2023	Res 23-28
		Wholesale - Syringa Heights Water District Fixed Monthly Rate	5,137.06	5,332.27	3.8%		9/16/2024	9/16/2023	Res 23-28
		Wholesale - Northside Water Users Association Fixed Monthly Rate	3,822.95	3,968.22	3.8%		9/16/2024	9/16/2023	Res 23-28
		Wholesale - Edelweiss Village Improvement Association Fixed Monthly Rate	610.34	633.53	3.8%		9/16/2024	9/16/2023	Res 23-28
		Wholesale Volume Charge - per 1,000 gallons	2.96	3.08	4.05%		9/16/2024	9/16/2023	Res 23-28
	Wastewater								
		Wastewater - Residential							
		Fixed Monthly Rate - Tier 1 - Legacy Rate (Based on less than 2k gal/mo. used in 2022)	$ 68.62	$ 81.65	18.99%		9/16/2024	9/16/2023	Res 23-28
		Fixed Monthly Rate - Tier 2	$ 87.07	$ 99.62	14.41%		9/16/2024	9/16/2023	Res 23-28
		Wastewater - Multi-Family - Fixed Monthly Rate x # Multi-Family Units	$ 49.83	$ 55.81	12.0%		9/16/2024	9/16/2023	Res 23-28
		Wastewater - Commercial I (Non-grease Producer) - Fixed Monthly Rate	$ 85.00	$ 106.25	25.0%		9/16/2024	9/16/2023	Res 23-28
		Volume Charge - per 1,000 gallons							
		0 to 6,000 gallons	$ 10.44	$ 13.05	25.0%		9/16/2024	9/16/2023	Res 23-28
		Over 6,000 gallons	$ 12.01	$ 15.01	24.98%		9/16/2024	9/16/2023	Res 23-28
		Wastewater - Commercial II (Grease Producer) - Fixed Monthly Rate	$ 91.00	$ 118.30	30.0%		9/16/2024	9/16/2023	Res 23-28
		Volume Charge - per 1,000 gallons	$ 16.96	$ 22.04	29.95%		9/16/2024	9/16/2023	Res 23-28
Refunds									
Note: Once an application has been reviewed no refunds will be issued unless otherwise approved by the ~~City Administrator~~ Mayor/designee or stated in policy.									
Note: A $10 refund processing fee is retained for administrative/credit card cost on various items above.									

NOTICE OF PUBLIC HEARING

The Sandpoint City Council will hold a public hearing at its regular meeting on August 21, 2024, to take public testimony regarding establishing new fees and proposed existing fee increases of more than 5%. The meeting will begin at 5:30 p.m. in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho. The entire proposed fee schedule, including fees proposed to increase 5% or less, will be available for review in the meeting packet on the City's website at www.sandpointidaho.gov and at City Hall.

Proposed new fees and fees that are proposed to increase more than 5% are as follows:

Fee Description	Current	Proposed	Comments/ % change	Effective Date
General City Administration				
Impact Fees - Outside Downtown URA				
Total Impact Fee Residential				
Multi-family/other all sizes	$ 4,006.00	$ 5,444.55	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 3,895.00	$ 5,293.69	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 5,648.00	$ 7,676.20	35.91%	IMMEDIATELY
Total Impact Fee Non-Residential				
Commercial/Shopping Center Average	$ 3.72	$ 5.056	35.91%	IMMEDIATELY
Office	$ 1.34	$ 1.821	35.91%	IMMEDIATELY
Mini-Warehouse	$ 0.31	$ 0.421	35.91%	IMMEDIATELY
Warehousing	$ 0.43	$ 0.584	35.91%	IMMEDIATELY
Manufacturing	$ 0.46	$ 0.625	35.91%	IMMEDIATELY
Light Industrial	$ 0.85	$ 1.155	35.91%	IMMEDIATELY
Parks & Recreation Residential				
Multi-family/other all sizes	$ 1,959.00	$ 2,662.48	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 1,814.00	$ 2,465.41	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 2,717.00	$ 3,692.67	35.91%	IMMEDIATELY
Police Residential				
Multi-family/other all sizes	$ 214.00	$ 290.85	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 198.00	$ 269.10	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 297.00	$ 403.65	35.91%	IMMEDIATELY
Police Non-Residential				
Commercial/Shopping Center Average	$ 0.13	$ 0.177	35.91%	IMMEDIATELY
Office	$ 0.04	$ 0.054	35.91%	IMMEDIATELY
Mini-Warehouse	$ 0.01	$ 0.014	35.91%	IMMEDIATELY
Warehousing	$ 0.01	$ 0.014	35.91%	IMMEDIATELY
Manufacturing	$ 0.01	$ 0.014	35.91%	IMMEDIATELY
Light Industrial	$ 0.03	$ 0.041	35.91%	IMMEDIATELY
Fire Residential				
Multi-family/other all sizes	$ 367.00	$ 498.79	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 340.00	$ 462.09	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 509.00	$ 691.78	35.91%	IMMEDIATELY
Fire Non-Residential				
Commercial/Shopping Center Average	$ 0.63	$ 0.856	35.91%	IMMEDIATELY
Office	$ 0.21	$ 0.285	35.91%	IMMEDIATELY
Mini-Warehouse	$ 0.05	$ 0.068	35.91%	IMMEDIATELY
Warehousing	$ 0.07	$ 0.095	35.91%	IMMEDIATELY
Manufacturing	$ 0.07	$ 0.095	35.91%	IMMEDIATELY
Light Industrial	$ 0.13	$ 0.177	35.91%	IMMEDIATELY
Transportation Streets Residential				
Multi-family/other all sizes	$ 1,108.00	$ 1,505.88	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 1,211.00	$ 1,645.87	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 1,628.00	$ 2,212.61	35.91%	IMMEDIATELY
Transportation Streets Non-Residential				
Commercial/Shopping Center Average	$ 2.75	$ 3.738	35.91%	IMMEDIATELY
Office	$ 1.02	$ 1.386	35.91%	IMMEDIATELY
Mini-Warehouse	$ 0.23	$ 0.313	35.91%	IMMEDIATELY
Warehousing	$ 0.33	$ 0.449	35.91%	IMMEDIATELY
Manufacturing	$ 0.35	$ 0.476	35.91%	IMMEDIATELY
Light Industrial	$ 0.64	$ 0.870	35.91%	IMMEDIATELY
Transportation Pathways Residential				
Multi-family/other all sizes	$ 358.00	$ 486.56	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 332.00	$ 451.22	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 497.00	$ 675.47	35.91%	IMMEDIATELY
Transportation Pathways Non-Residential				
Commercial/Shopping Center Average	$ 0.21	$ 0.285	35.91%	IMMEDIATELY
Office	$ 0.07	$ 0.095	35.91%	IMMEDIATELY
Mini-Warehouse	$ 0.02	$ 0.027	35.91%	IMMEDIATELY
Warehousing	$ 0.02	$ 0.027	35.91%	IMMEDIATELY
Manufacturing	$ 0.03	$ 0.041	35.91%	IMMEDIATELY

Light Industrial	$ 0.05	$ 0.068	35.91%	IMMEDIATELY
Impact Fees - Downtown URA				
Total Impact Fee Residential				
Multi-family/other all sizes	$ 3,569.00	$ 4,850.63	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 3,417.00	$ 4,644.04	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 5,006.00	$ 6,803.65	35.91%	IMMEDIATELY
Total Impact Fee Non-Residential				
Commercial/Shopping Center Average	$ 2.64	$ 3.588	35.91%	IMMEDIATELY
Office	$ 0.94	$ 1.278	35.91%	IMMEDIATELY
Mini-Warehouse	$ 0.22	$ 0.299	35.91%	IMMEDIATELY
Warehousing	$ 0.30	$ 0.408	35.91%	IMMEDIATELY
Manufacturing	$ 0.32	$ 0.435	35.91%	IMMEDIATELY
Light Industrial	$ 0.60	$ 0.815	35.91%	IMMEDIATELY
Parks & Recreation Residential				
Multi-family/other all sizes	$ 1,959.00	$ 2,662.48	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 1,814.00	$ 2,465.41	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 2,717.00	$ 3,692.67	35.91%	IMMEDIATELY
Police Residential				
Multi-family/other all sizes	$ 214.00	$ 290.85	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 198.00	$ 269.10	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 297.00	$ 403.65	35.91%	IMMEDIATELY
Police Non-Residential				
Commercial/Shopping Center Average	$ 0.13	$ 0.177	35.91%	IMMEDIATELY
Office	$ 0.04	$ 0.054	35.91%	IMMEDIATELY
Mini-Warehouse	$ 0.01	$ 0.014	35.91%	IMMEDIATELY
Warehousing	$ 0.01	$ 0.014	35.91%	IMMEDIATELY
Manufacturing	$ 0.01	$ 0.014	35.91%	IMMEDIATELY
Light Industrial	$ 0.03	$ 0.041	35.91%	IMMEDIATELY
Fire Residential				
Multi-family/other all sizes	$ 367.00	$ 498.79	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 340.00	$ 462.09	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 509.00	$ 691.78	35.91%	IMMEDIATELY
Fire Non-Residential				
Commercial/Shopping Center Average	$ 0.63	$ 0.856	35.91%	IMMEDIATELY
Office	$ 0.21	$ 0.285	35.91%	IMMEDIATELY
Mini-Warehouse	$ 0.05	$ 0.068	35.91%	IMMEDIATELY
Warehousing	$ 0.07	$ 0.095	35.91%	IMMEDIATELY
Manufacturing	$ 0.07	$ 0.095	35.91%	IMMEDIATELY
Light Industrial	$ 0.13	$ 0.177	35.91%	IMMEDIATELY
Transportation Streets Residential				
Multi-family/other all sizes	$ 671.00	$ 911.96	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 733.00	$ 996.22	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 986.00	$ 1,340.07	35.91%	IMMEDIATELY
Transportation Streets Non-Residential				
Commercial/Shopping Center Average	$ 1.67	$ 2.270	35.91%	IMMEDIATELY
Office	$ 0.62	$ 0.843	35.91%	IMMEDIATELY
Mini-Warehouse	$ 0.14	$ 0.190	35.91%	IMMEDIATELY
Warehousing	$ 0.20	$ 0.272	35.91%	IMMEDIATELY
Manufacturing	$ 0.21	$ 0.285	35.91%	IMMEDIATELY
Light Industrial	$ 0.39	$ 0.530	35.91%	IMMEDIATELY
Transportation Pathways Residential				
Multi-family/other all sizes	$ 358.00	$ 486.56	35.91%	IMMEDIATELY
Single Family 0-3 bedrooms	$ 332.00	$ 451.22	35.91%	IMMEDIATELY
Single Family 4+ bedrooms	$ 497.00	$ 675.47	35.91%	IMMEDIATELY
Transportation Pathways Non-Residential				
Commercial/Shopping Center Average	$ 0.21	$ 0.285	35.91%	IMMEDIATELY
Office	$ 0.07	$ 0.095	35.91%	IMMEDIATELY
Mini-Warehouse	$ 0.02	$ 0.027	35.91%	IMMEDIATELY
Warehousing	$ 0.02	$ 0.027	35.91%	IMMEDIATELY
Manufacturing	$ 0.03	$ 0.041	35.91%	IMMEDIATELY
Light Industrial	$ 0.05	$ 0.068	35.91%	IMMEDIATELY
Rents and Royalties				
James E Russell Sports Center				
Annual Memberships				
Adult - Sandpoint Resident (19-64)	$ -	$ 400.00	NEW	IMMEDIATELY
Adult - Sandpoint Non-Resident (19-64)	$ -	$ 500.00	NEW	IMMEDIATELY
Senior (65+)	$ -	$ 300.00	NEW	IMMEDIATELY
Monthly Memberships				
Sandpoint Resident	$ -	$ 45.00	NEW	IMMEDIATELY

Sandpoint Non-Resident	$ -	$	50.00	NEW	IMMEDIATELY
Court Reservations - Tennis (up to 4 players, 75-minute session)					
October - April	$ -	$	20.00	NEW	IMMEDIATELY
May - September	$ -	$	10.00	NEW	IMMEDIATELY
Youth, year-round	$ -	$	5.00	NEW	IMMEDIATELY
Non-member guest	$ -	$	5.00	NEW	IMMEDIATELY
Adult non-member guest of Youth or Silver Sneaker member	$ -	$	20.00	NEW	IMMEDIATELY
Court Reservations - Pickelball (up to 5 players, 75-minute session)					
October - April	$ -	$	16.00	NEW	IMMEDIATELY
May - September	$ -	$	8.00	NEW	IMMEDIATELY
Pickleball drop-in (6am - 8:30am or 8:30am -11am)	$ -	$	5.00	NEW	IMMEDIATELY
Community Court Time for Pickleball or Tennis					
Sandpoint Non-Resident	$ -	$	10.00	NEW	IMMEDIATELY
Community Room (max capacity of 50)					
Standard rate	$ -	$	50.00	NEW	IMMEDIATELY
Non-profit rate	$ -	$	25.00	NEW	IMMEDIATELY
Group JER Sport Center Usage/Rental					
Four Courts Use Rate - Per Hour - Group 1	$ -	$	30.00	NEW	IMMEDIATELY
Four Courts Use Rate - Per Hour - Group 2	$ -	$	40.00	NEW	IMMEDIATELY
Four Courts Use Rate - Per Hour - Group 3	$ -	$	80.00	NEW	IMMEDIATELY
Four Courts Use Rate - Per Hour - Group 4	$ -	$	120.00	NEW	IMMEDIATELY
Four Courts Use Rate - Per Hour - Group 5	$ -	$	160.00	NEW	IMMEDIATELY
Per Court Use Rate - Per Hour - Group 1	$ -	$	7.50	NEW	IMMEDIATELY
Per Court Use Rate - Per Hour - Group 2	$ -	$	10.00	NEW	IMMEDIATELY
Per Court Use Rate - Per Hour - Group 3	$ -	$	20.00	NEW	IMMEDIATELY
Per Court Use Rate - Per Hour - Group 4	$ -	$	30.00	NEW	IMMEDIATELY
Per Court Use Rate - Per Hour - Group 5	$ -	$	40.00	NEW	IMMEDIATELY
Tournament Fee - Per Day - In add. to Hrly Court Use - Group 1	$ -	$	135.00	NEW	IMMEDIATELY
Tournament Fee - Per Day - In add. to Hrly Court Use - Group 2 & 3	$ -	$	180.00	NEW	IMMEDIATELY
Tournament Fee - Per Day - In add. to Hrly Court Use - Group 4	$ -	$	270.00	NEW	IMMEDIATELY
Tournament Fee - Per Day - In add. to Hrly Court Use - Group 5	$ -	$	360.00	NEW	IMMEDIATELY
Fines					
Animal Impound Fee	$ -	$	100.00	NEW	IMMEDIATELY
Public Safety Services					
Fire Standby Services	$ -	$	225.00	NEW	IMMEDIATELY
Community Development and Public Works Services					
City Hourly Labor Rate - Streets, Water, Wastewater Crews	$ 42.75	$	46.00	7.6%	10/1/2024
Planning & Engineering					
Engineering Review - Traffic, TGDL	cost + 15%	$	145.00	Varies	10/1/2024
Engineering Review - Traffic, TIA	cost + 15%	$	362.50	Varies	10/1/2024
Engineering Review - Stormwater - one acre or less	$ 122.50	$	290.00	136.7%	10/1/2024
Engineering Review - Stormwater - Greater than one acre	cost + 15%	$	435.00	Varies	10/1/2024
Engineering Inspections - Additional Inspections	cost + 15%	$	145.00	Varies	10/1/2024
Wastewater Plan Reviews/Inspections					
Engineering Review - Wastewater, with QPLE (as available)	$ 420.50	$	580.00	37.9%	10/1/2024
Water Install/Materials					
2 inch meter/transponder (supply and install)	$ -	$	1,329.00	NEW	IMMEDIATELY
Utility User Monthly Rates					
Miscellaneous					
New Account Fee	$ 12.54	$	13.97	11.4%	9/16/2024
Late Charge	$ 18.82	$	20.97	11.4%	9/16/2024
Door Hanger	$ 18.82	$	20.97	11.4%	9/16/2024
Water					
Irrigation Volume Charge - per 1,000 gallons	$ 6.38	$	6.91	8.31%	9/16/2024
Wastewater					
Residential Fixed Monthly Rate - Tier 1 - Legacy Rate	$ 68.62	$	81.65	18.99%	9/16/2024
Residential Fixed Monthly Rate - Tier 2	$ 87.07	$	99.62	14.41%	9/16/2024
Wastewater - Multi-Family - Fixed Monthly Rate x # Multi-Family Units	$ 49.83	$	55.81	12.0%	9/16/2024
Wastewater - Commercial I (Non-grease Producer) - Fixed Monthly Rate	$ 85.00	$	106.25	25.0%	9/16/2024
0 to 6,000 gallons (Volume Charge - per 1,000 gallons)	$ 10.44	$	13.05	25.0%	9/16/2024
Over 6,000 gallons (Volume Charge - per 1,000 gallons)	$ 12.01	$	15.01	24.98%	9/16/2024
Wastewater - Commercial II (Grease Producer) - Fixed Monthly Rate	$ 91.00	$	118.30	30.0%	9/16/2024
Volume Charge - per 1,000 gallons	$ 16.96	$	22.04	29.95%	9/16/2024

Any persons needing special accommodations to participate in this meeting should contact the City at least 48 hours prior to the meeting at cityclerk@sandpointidaho.gov, 208-263-3310.

Publish in Bonner County Daily Bee Legals Section twice: August 6 and 13, 2024