CITY COUNCIL MEETING AGENDA

June 20, 2024 at 5:30 PM

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

Call to Order

Roll Call

Pledge of Allegiance

Announcements and Reports

1. Presentation on Blackrock Cleanup by Steve Gill, Idaho DEQ, and Ponderay Mayor Steve Geiger

Public Forum

Consent Calendar - action item

2. Payables Report / Bills for Approval - ***action item***
3. Approval of Minutes from Council's June 5, 2024, Meeting - ***action item***
4. Council Confirmation of Mayor's Appointments to Sustainability Committee - ***action item***
5. Proposed Resolution: Change Order No. 1 to SCADA Upgrades Professional Services Agreement with B & E Electric, Inc. (City Agreement A24-3401) - ***action item***
6. Proposed Resolution: Fifth Amendment to Professional Services Agreement with Logan Simpson Design, Inc., for Sandpoint Comprehensive Plan Update (City Agreement 109-440) - ***action item***
7. Proposed Resolution: First Amendment to Agreement with Jacobs Engineering Group, Inc. (City Agreement A24-1910-2) - ***action item***
8. Proposed Resolution: Idaho Gem Grant Agreement for Award to City of Sandpoint (IGG Application #006359) for Travers Skatepark Expansion Project - ***action item***
9. Proposed Resolution: Change Order No. 2 to Agreement with Dreamland Skateparks for Travers Park Skatepark Expansion Project (City Agreement A23-5300-4) - ***action item***

Public Hearing

10. Public Hearing and Decision on Final Plat for Westpointe Place, 4-lot subdivision in vicinity of Ontario St. and Hwy. 2 - ***action item***

Old/Unfinished Business - none

New Business

11. Proposed Ordinance and Summary: Sign Code / Exempted Signs - ***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 on Zoom: Register at https://www.sandpointidaho.gov/your-government/meetings.
PLEASE NOTE: Comments not taken on Zoom; attend in person to comment during the meeting.
After the meeting, view the recording on YouTube: https://www.youtube.com/c/CityofSandpoint.
Contact the City Clerk with questions or requests for special accommodation: Email address above or call (208) 263-3310. Assisted listening devices available in chambers for use during public meetings.

Panhandle Smelting and Refining Company Site (PSRC)

Assessment and Cleanup FAQs



The City of Ponderay is excited to have reached the point in this project where we have a well thought out cleanup plan for the Panhandle Smelting and Refining Company (PSRC) Site. The cleanup with provide a safer place along the waterfront for our community to enjoy. Our community is fortunate to have received funding from the U.S. Environmental Protection Agency (EPA) and Idaho Department of Environmental Quality (IDEQ) to assess the PSRC Site and develop a cleanup plan that is protective of human health and the environment.

What did the site assessment find?

Numerous environmental site assessments have been completed for the PSRC Site over the last several years to characterize pre-cleanup concentrations of metals found in soil, sediment, slag, groundwater, seeps, and surface water.

The results from these assessment activities identified the following Chemicals of Concern (COCs) in soil: arsenic, cadmium, lead, and mercury. Of the four COCs evaluated, lead and arsenic were by far the greatest contributors to potential human health risks.

In general, PSRC areas associated with ore stockpiling, processing, or smelting operations had the highest metals concentrations. Lead was also identified as a COC in groundwater when it was detected above the EPA Maximum Contaminant Level in one onsite well.

What has been done to prepare for the cleanup of the PSRC?

In preparation for cleanup of the PSRC, the City contracted with Alta Science & Engineering, Inc. (Alta) to conduct additional site assessment activities, develop an Analysis of Brownfields Cleanup Alternatives (ABCA) and Voluntary Remediation Workplan (VRWP), and prepare a cleanup design to address risks at the Site.

What is an ABCA?

An ABCA is a cleanup planning document that outlines and evaluates cleanup alternatives based on future site uses and potential redevelopment plans. The purpose of an ABCA is to identify the most suitable (or preferred) cleanup alternative for a Brownfields site that effectively protects human health and the environment.

Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA.

What is the preferred cleanup alternative for the PSRC?

The preferred alternative for meeting the future use goals of the PSRC involves managing all materials onsite using a combination of waste consolidation and isolation. Contaminated soils and smelter waste will be excavated and consolidated into an onsite repository. The slag pile (Blackrock) will be isolated from contact using physical barriers.

What cleanup work will occur?

Cleanup of the PSRC can be separated into two different categories: shoreline work and upland remediation. Shoreline work will consist of shoreline cleanup, construction of a shoreline protection structure in front of Blackrock, and construction of a concrete cap/barrier on top of Blackrock.

Upland work will consist of site clearing and grubbing, preservation of historical features, excavation of contaminated material, for placement in an engineered repository, construction of a new trail network, and revegetation/installation of permanent erosion control measures.

What can I expect during cleanup?

As construction and cleanup activities begin in 2024, some recreational areas of the PSRC may be temporarily unavailable for use. Large equipment and construction workers will be coming in and out of the PSRC daily during construction and, for safety reasons, portions of the Ponderay Bay trail will be closed during this time.

Construction work can be dusty. The construction contractor will keep the dust down by periodically watering the Site and will use Best Management Practices, such as straw wattles and erosion control fabrics, to prevent soils and sediments from running off into the lake.

Roughly 2 acres of the PSRC will be cleared of vegetation prior to soil removal. After the soil removal is complete, the site will be covered in erosion control blankets and vegetated with native grasses and plants. In the winter, when the lake level is down, a rock breakwater will be constructed around the front of Blackrock and large pieces of slag within the beach area will be removed.

What should I do during construction?

This is a major construction project. The safest thing to do is to be patient and stay away from the PSRC until construction is complete. At the end of this cleanup, the community will have an accessible, safe waterfront amenity on beautiful Lake Pend Orielle.

How does this impact me?

City of Ponderay voters authorized a 1% local option sales tax which contributes to the clean up of the Site and construction of the Field of Dreams. The tax has been in place since January 1, 2020, and will remain through December 31, 2024.

What is the cleanup schedule?

Construction and cleanup activities are expected to occur from late summer/fall 2024 to spring 2025.



Our Waterfront. Our Front Yard.

FRONT YARD PROJECT

How do I find out more or provide input?

Contact:
KayLeigh Miller
Ponderay City Planning
klmiller@ponderay.org

Visit:

cityofponderay.org/the-front-yard-project/

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The Front Yard Project is Underway!

For years, the City of Ponderay, along with support from the Environmental Protection Agency (EPA), Idaho Department of Environmental Quality (IDEQ), the Friends of the Pend d'Oreille Bay Trail and nearby cities of Sandpoint and Kootenai, has been committed to creating a natural waterfront that connects communities and provides safe public access to the Lake Pend Oreille.

One key step in the development of the Pend d'Oreille Trail and a publicly accessible waterfront is the cleanup of the former Panhandle Smelting and Refining Company (PSRC) property.

Thanks to funding from the USEPA and IDEQ, the City of Ponderay is moving forward with the PSRC cleanup.

Because of past smelting activity, the soil at the PSRC contains high levels of lead and other metals. There are caution signs throughout the PSRC addressing risks associated with metals in soils in the area.

Lead can cause many health problems, especially in children. Children with lead poisoning can suffer from slowed physical and mental growth, delays in attention span, and have difficult learning. We recommend staying away from the PSRC until the City's cleanup work is complete.

Fast Facts:

The PSRC was conceived in 1902 as a lead and silver smelter for local mines. The first lead bards were poured in June 1907 and the smelter ran sporadically through March 1909. Salvage crews dismantled the plant in December 1922. Not much remains today, except concrete ruins, brick piles, and a large outcrop of smelter slag known as "Black Rock".

In 2019, the City received a Brownfields Multipurpose grant for $800,000 in hazardous substances funding to address much-needed brownfield planning, assessment, and cleanup activities at the PSRC.

In 2020, the City conducted a survey of community members to gather feedback on the future of Ponderay and its waterfront. The majority of respondents indicated that if the PSRC were cleaned up, they would like it to be used as a beach with public access that provided a variety of lakefront recreational opportunities.

In 2021 and 2022, the City purchased two privately held properties (including the PSRC) through a combination of grant funds and the “penny tax”, a sales tax authorized by Ponderay voters and dedicated to two local projects, Lake Access and the Field of Dreams.

At the end of 2022, the City hired Alta Science & Engineering, Inc., a consulting firm that specializes in Brownfields and cleaning up former smelter sites, to complete site assessment and cleanup planning and design for the PSRC.

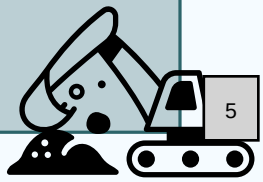
In February 2023, Alta held a design concepts meeting to explore land reuse options with representatives from the City of Ponderay, the City’s engineering consultant HMH, and IDEQ.

In March and May 2023, Alta collected soil, surface water and slag samples for use in cleanup planning and design efforts.

In fall 2023/winter 2024, Alta began working with the City of Ponderay, EPA, and IDEQ to develop an Analysis of Brownfields Cleanup Alternatives (ABCA) and Voluntary Remediation Workplan (VRWP) and cleanup design for the PSRC.

The ABCA/VRWP was available for public comment in September 2023 and the cleanup design was finalized in March 2024.

Construction and cleanup activities are expected to occur from late summer/fall 2024 to spring 2025.



Ponderay Brownfield Multipurpose Historic Panhandle Smelting & Refining Company Grant P
Frequently Asked Questions (FAQs)
March 2, 2020

1. **What is a brownfield site?**
   For the purposes of EPA's Brownfields Program, a "brownfield site" is "...real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant." In this case the "brownfield site" is the land surrounding the site locally known as the "Black Rock" swimming hole. The EPA's brownfields program aids in the clean-up, expansion, redevelopment and/or, reuse of brownfield sites.



2. **What is the amount of funding available through the multipurpose grant?**
   Up to $800,000 is available to the City of Ponderay to carry out a range of eligible assessment, cleanup, planning and related activities at one or more brownfield sites in a proposed area.

3. **What is the City's matching amount?**
   The City's match contribution for this grant is $40,000.

4. **How long is the grant period?**
   The performance period for a Multipurpose Grant is five years: October 2019 through October 2024.

5. **How is a Multipurpose Grant different from a Brownfields Assessment or Cleanup Grant?**
   Many of the same activities may be funded under the Multipurpose Grant, that are eligible under an Assessment Grant and a Cleanup Grant. The primary difference relates to how the multipurpose grant allows the recipient to carry out the work. A Multipurpose Grant allows flexibility in carrying out eligible activities and allows for multiple activities to take place concurrently, allowing the overall revitalization process to be carried out more efficiently.

6. **What are examples of eligible planning activities?**
   Brownfield planning activities may include developing a reuse vision for a brownfield site or area; conducting a site reuse assessment, valuation and feasibility assessments, infrastructure evaluation, and/or land use assessment.

7. **If a site meets the definition of a brownfield, can I use Multipurpose Grant funding on it?**
   As the Multipurpose Grant recipient, the City of Ponderay must be the legal owner of a brownfield site in order to expend any grant funds on remediation of the property.

8. **How can Multipurpose Grant funds be used?**
   Activities directly related to the assessment, cleanup, or redevelopment of a brownfield site are considered "site-specific work."

9. **What is considered an overall plan for revitalization?**
   An overall plan for revitalization is a document that guides the reuse or development of a property, area, or neighborhood. This plan reflects feasible and actionable approaches to reusing and improving the property.

10. How can I participate?

The City of Ponderay has developed a public engagement plan which includes a variety of opportunities for public involvement throughout the term of the grant. Activities include but are not limited to:



- Visit the City of Ponderay booth at the annual Ponderay Neighbor Day event. Each year the City will provide up to date information regarding the project and will offer an opportunity to collect community input.
- The City of Ponderay will host one or more visioning sessions to help shape the redevelopment of the brownfield site.
- The City will host a minimum of one open house annually to provide project updates.
- Watch the City of Ponderay website and "Friend" us on Facebook for additional information and opportunities to participate.

11. What's happened so far to help determine the level of contamination at the former Panhandle Smelting & Refining Company site?

DEQ and our Contractors completed the following environmental site assessment and characterization activities on the former PSRC site beginning in 2006 through 2017, specifically;

- Jan. 18, 2006. Preliminary Assessment: Zone 4, Props 11 & 14. (DEQ)
- Apr. 16, 2010. Health Consultation, Zone 4, Props 11 & 14. (Idaho Division of Public Health)
- Mar. 29, 2011. Phase I ESA: Zone 4, Props 11, 12, 13, 14 & 15. (URS Corporation)
- Dec. 21, 2011. Archaeological Monitoring at the Panhandle Smelting and Refining Company Site (10BR539), Zone 4 Props 11 & 14. (TerraGraphics Environmental Engineering, Inc. (TG)) Confidential
- July 20, 2012. Archaeological Monitoring at the Panhandle Smelting and Refining Company Site (10BR539), Zone 4 Props 11 & 14. (TG) Confidential
- Aug. 31, 2012. Area-Wide Planning Conceptual Report. Zone 4. (TG)
- Oct. 01, 2012. Zone 4 Groundwater Seep Survey. (STRATA)
- Dec. 06, 2012. Phase II ESA Site Assessment/Risk Assessment, Zone 4, Props 11, 12, 13 & 14. (TG).
- Dec. 06, 2012. Phase II ESA Site Investigation Report: Characterization of Waste Piles and Groundwater in Zone 4, Props 11 & 14. (TG)
- Aug. 30, 2013. Phase I ESA: Zone 4 Prop #11 &14 – City of Ponderay & Dana Martin Parcels. (TG)
- Oct. 22, 2013. Warning Sign Placement: Zone 4, Props 11 & 14. (TG)
- July. 8, 2014. Record of Survey: Zone 4, Props 11, 12, 13, 14 & 15. (TG)
- Oct. 1, 2014. Phase I ESA: Zone 4 Prop #11 – Dana Martin Parcels. (TG)
- March 10, 2017. POBT Zone 4 TIGER Land Capability Study. (AECOM)
- March 10, 2017. POBT Zone 4 TIGER Undercrossing Feasibility Study. (AECOM)

12. What did this information do for the City of Ponderay?

The information collected between 2006 and 2017 allowed the City of Ponderay to apply for the first round of the EPA Multipurpose Grant program. This project was one of only 11 multipurpose grants awarded nationwide. We are the only community of our size to be selected. That's amazing!

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CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 06/06/2024 THROUGH 06/20/2024

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: 7B SMALL ENGINES & MARINE					
	052924-FIRE BOAT	MAINT ON OUTBOARD MOTORS; CHNG OIL; RPLCD SPARK PLUGS, PROPS & HUB			$1,311.68
		FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	$1,311.68	
			Total For: 7B SMALL ENGINES & MARINE		**$1,311.68**
Vendor: 95 EXPRESS LLC					
	1037	MNTHLY CAR WASH-POLICE & FIRE- JUNE'24			$585.00
		POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	$562.50	
			Total For: 95 EXPRESS LLC		**$585.00**
Vendor: ACCURATE TESTING LABS LLC					
	138586	WWTP: BI-ANNUAL METALS SLUDGE			$335.00
		WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	$335.00	
	138560	WWTP: DISSOLVED ORG CARBON TST			$90.00
		WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	$90.00	
	138673	WTP: TOTAL SUSPENDED SOLIDS SAND CREEK			$45.00
		WATER TREATMENT	TECH SERVICES - LABORATORY	$45.00	
	138587	WWTP: MERCURY LOW LVL TST DAY 3			$260.00
		WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	$260.00	
	138564	WWTP: LOW LVL MURCURY TST DAY 2			$260.00
		WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	$260.00	
	138562	WWTP: MERCURY TST DAY 1			$260.00
		WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	$260.00	
	138503	WWTP: MERCURY TESTING			$260.00
		WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	$260.00	
			Total For: ACCURATE TESTING LABS LLC		**$1,510.00**
Vendor: AGE HEATING AND COOLING					
	4691382	REPLACE FAULTY DOOR SWITCH - COMMUNITY HALL			$90.00
		GOVERNMENT BUILDING & GROUNDS DI	SERVICES - BUILDING - R&M	$90.00	
	8325769	ECONOMIZER TROUBLESHOOTING-CITY HALL			$90.00
		GOVERNMENT BUILDING & GROUNDS DI	SERVICES - BUILDING - R&M	$90.00	
	6664634	WWTP: SYSTEM EVAL/REPLACE SPARK IGNITOR			$365.00
		WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	$365.00	
	8102540	WTP: HVAC ANNUAL MAINT-LAKE PLANT			$1,800.00
		WATER TREATMENT	SERVICES - BUILDING - R&M	$1,800.00	
			Total For: AGE HEATING AND COOLING		**$2,34**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: ALPINE MOTORS COMPANY INC					
	158561	OIL CHG; SRVC TRANSM-FRT&REAR DIFF-REPL SOLENOID; CHG FREON-'10 EXPL			$1,172.87
		POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	$1,172.87	
	158741	ST: VALVE ASSMBLY/SEAL KIT 1-TON			$451.59
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$451.59	
			Total For: ALPINE MOTORS COMPANY INC		**$1,624.46**
Vendor: ALSC ARCHITECTS PS					
	2023-011-15	TRAVERS PARK RENOVATIONS PH 1 - MAY'24			$12,509.00
		JAMES E. RUSSELL SPORTS CENTER FA	CAPITAL CONSTRUCTION SERVICES - BUIL	$12,509.00	
			Total For: ALSC ARCHITECTS PS		**$12,509.00**
Vendor: Amazon Mar* 111-338487					
	111-3384871-6561843	REPLACEMENT WALL POWER SUPPLY			$41.94
		INFORMATION TECHNOLOGY DIVISION	IT SUPPLIES/EQUIPMENT	$41.94	
			Total For: Amazon Mar* 111-338487		**$41.94**
Vendor: Amazon Ret* 111-444869					
	111-4448699-7685046	GREASE TRAP FOR SNACK SHACK - CITY BEACH			$185.33
		CITY BEACH CONCESSIONS	OPERATIONAL SUPPLIES/EQUIPMENT	$185.33	
			Total For: Amazon Ret* 111-444869		**$185.33**
Vendor: Amazon Ret* 114-607612					
	114-6076120-3857829	2-10 REAMS COPY PAPER			$99.98
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$99.98	
			Total For: Amazon Ret* 114-607612		**$99.98**
Vendor: Amazon.Com*6c0zu7i93					
	114-9486081-7319450	OFFICE CHAIR-CS			$39.99
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$39.99	
			Total For: Amazon.Com*6c0zu7i93		**$39.99**
Vendor: Amazon.Com*d04wd9c53					
	111-7209968-4396211	SUNSCREEN ORDER FOR PARKS PERSONNEL			$129.65
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$129.65	
			Total For: Amazon.Com*d04wd9c53		**$129.65**
Vendor: Amazon.Com*ec5nd2k23					
	114-5909952-8631416	6 - BINDER DIVIDER SETS			$9.99
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$9.99	
			Total For: Amazon.Com*ec5nd2k23		**$9.99**
Vendor: Amazon.Com*gl1cf7lq3					
	113-8969855-7767427	2-BIKE RACKS NON-ELECTRIC PATROL BIKES			$117.69
		POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$117.69	
			Total For: Amazon.Com*gl1cf7lq3		**$117.69**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: Amazon.Com*ke8wf0gk3					
	#113-8969855-7767427	4 BIKE BAGS - PATROL BIKES			$349.96
		POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$349.96	
			Total For: Amazon.Com*ke8wf0gk3		**$349.96**
Vendor: Amzn Mktp Us					
	111-7529326-8986625	(3) SET OF 12 PICKLEBALLS/(6) PICKLEBALL PADDLE SETS			$274.88
		RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	$274.88	
	113-9258151-5065816	BIKE RACK FOR BIKE PATROL; (ELECTRIC BIKES)			$81.63
		POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$81.63	
	114-6972372-0181061	CARBIDE RECIPROCATING BLADE 3 PK			$24.93
		FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	$24.93	
	114-8679690-0004236	FUEL/OIL CONTAINER - HUSQVARNA COMBIKAN 5			$68.88
		FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	$68.88	
	112-0908809-0842652	BOAT SAFETY THROW RING W/REFLECTIVE TAPE			$74.99
		FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPME	$74.99	
	113-9952397-8971402	1-BIKE RACK FOR BIKE PATROL (ELECTRIC BIKES)			$81.63
		POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$81.63	
	112-4538515-8561863	COMP ADAPTER FOR ENG DIGITAL CAMERA			$15.08
		ENGINEERING DIVISION	COMPUTER SUPPLIES/EQUIPMENT	$15.08	
	114-3414971-6996249	2X STAPLERS, 1X COPY HOLDER, 1X 2PK MOUSE PADS			$45.49
		CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	$45.49	
	112-5970343-7375439	EXHAUST GUARD COVER - FIRE BOAT			$32.44
		FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	$32.44	
	111-6814991-6917018	(8) SETS VLYBALL ANTNA/(4) SETS VLYBALL BNDRY & STAKES			$551.04
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$551.04	
	114-8032982-0645835	4 PK SPRAY BOTTLE, BLENDER			$94.11
		FIRE DEPARTMENT - SANDPOINT	OFFICE SUPPLIES/EQUIPMENT	$94.11	
	111-8445905-2404206	2-MINI BLACK ANTENNA			$21.58
		INFORMATION TECHNOLOGY DIVISION	IT SUPPLIES/EQUIPMENT	$21.58	
	112-9052200-9565809	DIGITAL CAMERA ENGINEER TECH			$109.99
		ENGINEERING DIVISION	COMPUTER SUPPLIES/EQUIPMENT	$109.99	
			Total For: Amzn Mktp Us		**$1,476.67**
Vendor: Approved Enviroment Inc					
	55119C	WWTP: OPERTN&CNTRL-RNWL			$25.00
		WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	$25.00	
	55118C	WWTP: BIO NITRO REMOVAL-LICENSE RNWL			$25.00
		WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	$25.00	
	55126C	WWTP: ODOR CONTROL LICENCE RENEWAL			$25.00
		WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	$25.00	
	55125C	WWTP: REMOVING MTLS FROM WW -RENEWAL			$25.00
		WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	$25.00	
	55120C	WWTP: CLARIFIERS OPTIMAZATION -RENEWAL			$

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	$25.00	
	55128C	WWTP: THE MICROLITE LICENSE RENEWAL			$25.00
		WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	$25.00	
			Total For: Approved Enviroment Inc		**$150.00**
Vendor: ARROW CONSTRUCTION HOLDINGS, LLC					
	400571	ST: (35) 14" 50 CT. GALVANIZED PIN W/CAP			$138.25
		STREET MAINTENANCE	TRAFFIC CONTROL SUPPLIES/EQUIPMENT	$138.25	
	401449	WD: 14" METAL SAW BLADE			$213.94
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$213.94	
			Total For: ARROW CONSTRUCTION HOLDINGS, LLC		**$352.19**
Vendor: ASAP SERVICES INC					
	2256131	MONTHLY CUSTODIAL SERVICE- APR'24			$4,630.00
		GOVERNMENT BUILDING & GROUNDS DI	SERVICES - CUSTODIAL	$2,240.00	
			Total For: ASAP SERVICES INC		**$4,630.00**
Vendor: AT&T MOBILITY II, LLC					
	287336485071X060124	WIRELESS PHONE/DATA CHGS- POLICE - MAY'24			$1,667.54
		POLICE DEPARTMENT	TELEPHONE - WIRELESS	$1,106.38	
	287339152904X060124	WIRELESS PHONE/DATA CHGS- CH MAY'24			$208.02
		FINANCE DEPARTMENT	TELEPHONE - WIRELESS	$38.79	
	287339151180X060124	WIRELESS PHONE/DATA CHGS- PW MAY'24			$475.85
		WATER TREATMENT	TELEPHONE - WIRELESS	$130.23	
	287339154011X060124	WIRELESS PHONE/DATA CHGS- FIRE MAY'24			$90.19
		FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	$40.04	
	287339153398X060124	WIRELESS PHONE/DATA CHGS- PARKS MAY'24			$429.76
		PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	$150.45	
			Total For: AT&T MOBILITY II, LLC		**$2,871.36**
Vendor: AUTO HAUS INC					
	4333	CHEVY TRACKER GEAR OIL			$17.38
		ENGINEERING DIVISION	VEHICLE & MACH SUPPLIES/PARTS	$17.38	
	4190	CHEVY TRACKER AIR FILTER '24 SERVICE			$14.99
		ENGINEERING DIVISION	VEHICLE & MACH SUPPLIES/PARTS	$14.99	
	4189	AIR FILTER '05 FORD ESCAPE SERVICE			$24.99
		BUILDING DIVISION	VEHICLE & MACH SUPPLIES/PARTS	$24.99	
	4185	OIL FILTER '03 CHVY TRACKER SERVICE			$15.99
		ENGINEERING DIVISION	VEHICLE & MACH SUPPLIES/PARTS	$15.99	
	4184	OIL FILTER '05 FORD ESCAPE SERVICE			$11.99
		BUILDING DIVISION	VEHICLE & MACH SUPPLIES/PARTS	$11.99	
	4215	'03 CHVY TRCKR - OIL SEAL & STABILIZER			$42.56
		ENGINEERING DIVISION	VEHICLE & MACH SUPPLIES/PARTS	$42.56	
	4045	WTP: AIR FILTER/2 SYNTHETIC OIL RAM P/U			$
		WATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	$78.99	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
			Total For: AUTO HAUS INC		**$206.89**
Vendor: AXON ENTERPRISE INC					
	INUS252608	1-TASER BATTERY PACK & 25' CARTRIDGE			$1,217.20
		POLICE DEPARTMENT	LESS LETHAL SUPPLIES/EQUIPMENT	$1,217.20	
			Total For: AXON ENTERPRISE INC		**$1,217.20**
Vendor: BADGER METER INC					
	80161068	WD: BEACON WTR MRT SRVR UNIT-MAY '24			$1,545.40
		WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READIN	$1,545.40	
			Total For: BADGER METER INC		**$1,545.40**
Vendor: BIG BELLY SOLAR LLC					
	52003	DWNTWN TRSH BINS 6/4 THRU 7/3/24			$480.00
		SANITATION/GARBAGE COLLECTION	MULTI-PURPOSE WASTE DISPOSAL/PORTA	$480.00	
			Total For: BIG BELLY SOLAR LLC		**$480.00**
Vendor: BILLING DOCUMENT SPECIALISTS					
	95085	UTILITY BILLING REGULAR - JUN'24			$1,212.85
		UTILITY BILLING	TECH SERVICES - UTILITY BILLING	$324.92	
	94971	UTILITY BILLING PAST DUE MAY'24			$108.25
		UTILITY BILLING	TECH SERVICES - UTILITY BILLING	$23.31	
			Total For: BILLING DOCUMENT SPECIALISTS		**$1,321.10**
Vendor: BMI					
	53677447	ANNUAL MUSIC LICENSE FEE - 06/01/24 - 05/31/25			$435.00
		CENTRAL SERVICES DEPARTMENT	INSURANCE - FEDERAL COPYRIGHT	$435.00	
			Total For: BMI		**$435.00**
Vendor: BONNER COUNTY DAILY BEE					
	0000023146-05222024	BCB#6127 ORDINANCE AMNDNG CTY CODE TTL2, CH 4, PARKS & REC COMMISSI			$61.59
		RECREATION PROGRAMS	ADVERTISING	$30.79	
	0000023343-05292024	BCB#6138 - WESTPOINTE CC FINAL PLAT			$69.29
		PLANNING DIVISION	ADVERTISING	$69.29	
	0000023342-05282024	BCB#6137 - 1201 BALDY MT RD CUP			$63.90
		PLANNING DIVISION	ADVERTISING	$63.90	
	0000023340-05282024	BCB#6136 - 56 BRIDGE ST AVERILL CUP & CAR 6.18.24			$79.30
		PLANNING DIVISION	ADVERTISING	$79.30	
	0000022960	BCB#6117 WWTP PRELIM ENGINEER REPORT PROJ			$109.36
		WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BU	$109.36	
	0000022447	BCB# 6090 BIDS- TRAVERS PARK PLAYGROUND SPLASH PAD			$128.08
		PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BU	$64.04	
			Total For: BONNER COUNTY DAILY BEE		**$511.52**
Vendor: BONNER COUNTY EMS					
	JUNECPRCLASS	CPR FIRST AID CLASS INSTRUCITON FOR JUNE 3, 2024			$3[illegible]

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		RECREATION PROGRAMS	TECH SERVICES - PARK/BEACH AND REC	$350.00	
			Total For: BONNER COUNTY EMS		**$350.00**
Vendor: BONNER COUNTY PROSECUTING ATTY					
	BCPA066	PROSECUTING ATTY SRVCS-MAY'24			$7,083.33
		LEGAL	OTHER PROF SERVICE - LEGAL - CRIMINAL	$7,083.33	
	BCPA065	PROSECUTING ATTY SRVCS - APR'24			$7,083.33
		LEGAL	OTHER PROF SERVICE - LEGAL - CRIMINAL	$7,083.33	
			Total For: BONNER COUNTY PROSECUTING ATTY		**$14,166.66**
Vendor: BONNER GENERAL OCCUPATIONAL HEALTH					
	060524-BGH-2	ALBUTEROL SULFATE - PHARMACY SUPPLIES			$1.68
		FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPME	$1.68	
	060524-BGH	ASPIRIN, EPI, DEXTROSE, ALBUTEROL SULFATE - PHARMACY SUPPLIES			$69.66
		FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPME	$69.66	
			Total For: BONNER GENERAL OCCUPATIONAL HEALTH		**$71.34**
Vendor: BROWN'S NORTHSIDE					
	S159706	WTP: AUTO LUBE SPIN FILTER RAM PICKUP			$9.01
		WATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	$9.01	
	S159901	2)TEMPERATURE SENSOR - TRUCK 1141			$684.73
		FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	$684.73	
			Total For: BROWN'S NORTHSIDE		**$693.74**
Vendor: Buster 09 Holdings, LLC					
	B24-0001	BD Bond Refund			$2,425.00
		UNCLASSIFIED	PERFORMANCE BOND DEPOSITS	$2,425.00	
			Total For: Buster 09 Holdings, LLC		**$2,425.00**
Vendor: CDI - CITIES DIGITAL INC					
	60349	LASERFICHE SITE LICENSE 2024			$3,255.00
		INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - REPOSITORY/DOC MGT	$3,255.00	
			Total For: CDI - CITIES DIGITAL INC		**$3,255.00**
Vendor: Checkr, Inc Checkr.Com					
	1378-9979	BACKGROUND SVCS-5X-PARKS, 1X-REC, 2X-FIRE, 1X CPD, 1X PW-APR'24;			$469.65
		PARK MAINTENANCE & CAPITAL	BACKGROUND CHECK SERVICES	$166.45	
			Total For: Checkr, Inc Checkr.Com		**$469.65**
Vendor: CHRISTINE KUHLMAN					
	00012	BUILDING OFFICIAL SERVICES-MAY'24			$1,090.00
		BUILDING DIVISION	TECH SVS - SRVY/INSPCT/ASSESS/MONITO	$1,090.00	
			Total For: CHRISTINE KUHLMAN		**$1,090.00**
Vendor: CIVICPLUS INC					
	294759	CIVICREC SOFTWARE FEES - FEB'24			$4

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	$9.88	
	298833	CIVIC REC SOFTWARE FEES - MAR'24			$1,737.91
		PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	$37.11	
	301439	CIVIC REC SOFTWARE FEES - APR'24			$492.80
		PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	$9.50	
	306134	CIVIC REC SOFTWARE FEES - MAY'24			$256.02
		PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - REC 1/TEAMSIDELINE	$2.19	
			Total For: CIVICPLUS INC		**$2,932.71**
Vendor: CLEARWATER SPRINGS					
	857408	WWTP: DISTILLED H2O & FUEL SURCHARGE			$35.00
		WASTEWATER TREATMENT	LABORATORY SUPPLIES	$35.00	
			Total For: CLEARWATER SPRINGS		**$35.00**
Vendor: CLIENTFIRST TECHNOLOGY CONSULTING					
	16708	GIS SUPPORT SERVICES MAY'24			$6,382.50
		INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - GIS SERVICES	$2,867.50	
			Total For: CLIENTFIRST TECHNOLOGY CONSULTING		**$6,382.50**
Vendor: COLEMAN OIL					
	CP-0135160	FUEL CHRGS - MAY'24			$1,096.94
		FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	$604.14	
	CP-0135154	FUEL CHGS - MAY'24			$4,570.60
		POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	$168.59	
	CP-0135130	MONTHLY FUEL CHARGES - MAY 2024			$7,275.24
		CENTRAL SERVICES DEPARTMENT	FUEL - GASOLINE/DIESEL	$42.44	
			Total For: COLEMAN OIL		**$12,942.78**
Vendor: CONSOLIDATED SUPPLY CO.					
	S011933988.001	WD: BRASS COUPLINGS/ PVC PIPE & BALL VLVS			$431.24
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$431.24	
	S011933931.001	WD: 2"X1" BRASS COUPLING			$36.45
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$36.45	
	S011935321.001	WD: RESTOCK BRASS COUPLING/PIPE SEALANT			$179.91
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$179.91	
	S011807269.001	WTP: SND CRK WATER PRESSURE TNK RPLCEMNT			$9,502.90
		WATER TREATMENT	SERVICES - INFRASTRUCTURE - R&M	$7,944.44	
	S011930517.001	6) PVC NIPPL, 6) XCLOSE PVC NIPPL - ALL PARKS			$34.89
		PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	$34.89	
	S011940927.002	WWTP: 1" PVC ADAPTER FITTING			$9.34
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$9.34	
	S011940927.001	WWTP: 1" PVC ADAPTER FITTING			$9.34
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$9.34	
	S011944407.001	WD: VALVE BOX -SLIP BASE/TOP/WTR PICK LID			$3
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$327.04	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
			Total For: CONSOLIDATED SUPPLY CO.		**$10,531.11**
Vendor: CO-OP GAS & SUPPLY CO.					
	42455	ST: 1.8 GAL PROPANE			$4.95
		STREET MAINTENANCE	ROADWAY/PATH SUPPLIES/EQUIPMENT	$4.95	
	78145	SC: GALV BOLTS - VAC TRUCK			$5.64
		WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	$5.64	
			Total For: CO-OP GAS & SUPPLY CO.		**$10.59**
Vendor: CREACH GREENHOUSE INC					
	63944	120) EA DOWNTOWN FLOWER BASKETS + DELIVERY			$8,373.80
		PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQ	$8,373.80	
			Total For: CREACH GREENHOUSE INC		**$8,373.80**
Vendor: CULLIGAN LLC					
	202406695182	WWTP: H2O & COOLER RNTL - JUN'24			$26.85
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$26.85	
			Total For: CULLIGAN LLC		**$26.85**
Vendor: Dnh*godaddy.Com					
	3102159474	STANDARD WILDCARD SSL RENEWAL			$449.99
		INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - WEBSITE	$449.99	
			Total For: Dnh*godaddy.Com		**$449.99**
Vendor: EDNETICS INC					
	129587	CISCO IP PHONE 8845- MAY '24			$1,954.75
		INFORMATION TECHNOLOGY DIVISION	IT SUPPLIES/EQUIPMENT	$2,204.75	
			Total For: EDNETICS INC		**$1,954.75**
Vendor: FASTENAL COMPANY					
	IDCOE200848	ST/WD: RESTOCK SIGN BOLTS/LOCATE FLAGS			$17.88
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$10.88	
			Total For: FASTENAL COMPANY		**$17.88**
Vendor: FERGUSON ENTERPRISES LLC					
	0264011	WD: 6 OUT OF SERV HYD DISK/ 100 BARL LCK			$712.00
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$712.00	
	0263309	WD/SC: 3) MAGNETIC LOCATORS			$3,543.42
		WATER DISTRIBUTION	TOOLS	$1,771.71	
			Total For: FERGUSON ENTERPRISES LLC		**$4,255.42**
Vendor: FIRST COMMUNICATIONS LLC					
	126734456	LONG DISTANCE PHONE CHGS- JUNE'24			$53.91
		INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	$53.91	
			Total For: FIRST COMMUNICATIONS LLC		**$**
Vendor: GALLS LLC					

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	028069436	1-UNIFORM BELT - SP23 PATROL			$67.60
		POLICE DEPARTMENT	UNIFORM & CLOTHING	$67.60	
	028061721	1-GUN MOUNT; 1-MENS PATROL PANT; SP23			$228.83
		POLICE DEPARTMENT	UNIFORM & CLOTHING	$228.83	
			Total For: GALLS LLC		**$296.43**
Vendor: GINNO CONSTRUCTION CO					
	2310-14	CM/GC AND CONSTRUCTION SERVICES-TRAVER PARK 05/01 THRU 05/31/24			$898,349.18
		JAMES E. RUSSELL SPORTS CENTER FA	CAPITAL CONSTRUCTION SERVICES - BUIL	$654,360.00	
			Total For: GINNO CONSTRUCTION CO		**$898,349.18**
Vendor: GRAINGER INC					
	9104020939	WWTP: ADAPTER KITS FOR TST FITTINGS			$231.62
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$231.62	
	9123326788	WTP: 4 PACK REPLACEMENT LIGHT BULBS			$115.20
		WATER TREATMENT	FACILITY SUPPLIES	$115.20	
			Total For: GRAINGER INC		**$346.82**
Vendor: GRIZZLY GLASS CENTERS					
	WO H0163392	REPL RT SIDE FRONT DOOR GLASS - SPD2			$380.00
		POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	$380.00	
			Total For: GRIZZLY GLASS CENTERS		**$380.00**
Vendor: H&H EXPRESS					
	2918016	ST: DLVRY FEES SWEEPER FUEL/LUBE FILTERS			$20.94
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$20.94	
			Total For: H&H EXPRESS		**$20.94**
Vendor: Habor Freight Tools3145					
	010932	PAINT ROLLER/FRAME, SANDER W/PAPER - FIRE BOAT			$62.45
		FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	$62.45	
	060564	PAINT ROLLER, ZIP TIES, DUCT TAPE, TIE DOWNS - FIRE BOAT			$25.96
		FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	$25.96	
			Total For: Habor Freight Tools3145		**$88.41**
Vendor: HACH COMPANY					
	14045329	WTP: CHEMICALS FOR WATER TESTING			$211.80
		WATER TREATMENT	CHEMICAL SUPPLIES	$211.80	
			Total For: HACH COMPANY		**$211.80**
Vendor: Id Transdept 2083320102					
	S12111441	VEHICLE REGISTRATION - EXEMPT			$49.44
		POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	$49.44	
	S12099158	EXEMPT VEHICLE REGISTRATION			$23.69
		POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	$23.69	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	S12093433	EXEMPT VEHICLE REGISTRATION - PATROL			$28.84
		POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	$28.84	
			Total For: Id Transdept 2083320102		**$101.97**
Vendor: IDAHO ASPHALT SUPPLY INC					
	4-572146	ST: TACK OIL FOR ASPHALT			$305.50
		STREET MAINTENANCE	ROADWAY/PATH SUPPLIES/EQUIPMENT	$305.50	
			Total For: IDAHO ASPHALT SUPPLY INC		**$305.50**
Vendor: IDAHO DEPT OF ENVIRON QUALITY					
	CI6047	WTP: DRINK WTR ASSESSMENTS 4TH QTR FY24			$3,674.25
		WATER TREATMENT	TECH SERVICES - REGULATORY AGENCIE	$3,674.25	
			Total For: IDAHO DEPT OF ENVIRON QUALITY		**$3,674.25**
Vendor: IDAHO RURAL WATER ASSOCIATION					
	3002	CITY WIDE SUPPORT - MEMBERSHIP DUES			$495.00
		WATER DISTRIBUTION	LICENSES/DUES & SUBSCR (JOB RELATED)	$495.00	
	06042024-APP	APPLICATION FEE - BRIDGE REHAB			$20.00
		STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/AR	$20.00	
			Total For: IDAHO RURAL WATER ASSOCIATION		**$515.00**
Vendor: Idaho.Gov					
	64047930	WWTP: LICENSE RENEWAL D HULL WWC2-24228			$30.00
		WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	$30.00	
	64047976	WWTP: LICENSE RENEWAL D HULL WWT4-22122			$30.00
		WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	$30.00	
	63436088	BRANDON STAGLUND ENG LICENSE RNWL			$156.50
		ENGINEERING DIVISION	LICENSES/DUES & SUBSCR (JOB RELATED)	$156.50	
			Total For: Idaho.Gov		**$216.50**
Vendor: INTL CODE COUNCIL INC					
	101796191	ONLINE PROCTORED TESTING - PERMIT TECHNICIAN			$305.00
		BUILDING DIVISION	LICENSES/DUES & SUBSCR (JOB RELATED)	$305.00	
			Total For: INTL CODE COUNCIL INC		**$305.00**
Vendor: JEREMY INMAN					
	T0033-PERDIEM	T0033 PERDIEM - NARCOTIC INVESTIGATIONS - MERIDIAN, ID - JUNE 24 & 25 '24			$185.00
		POLICE DEPARTMENT	TRAINING AND TRAVEL	$185.00	
			Total For: JEREMY INMAN		**$185.00**
Vendor: KELLER ASSOCIATES INC					
	0241537	BRIDGE ST REHAB DESIGN SVCS - 05/05/24-06/01/24			$2,675.00
		ENGINEERING DIVISION	OTHER PROF SERVICE - ENGINEERING/AR	$0.00	
			Total For: KELLER ASSOCIATES INC		**$2,675.00**
Vendor: KELLEY CREATE					

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	36679707	HP E77650ZS COPIER LEASE PMT - MAY'24			$230.61
		POLICE DEPARTMENT	COPIER LEASE	$230.61	
			Total For: KELLEY CREATE		**$230.61**
Vendor: KODIAK ADVERTISING					
	2967	10) 12X18" SIGNS "NO LIFEGUARD ON DUTY" - BEACH			$340.00
		PARK MAINTENANCE & CAPITAL	SIGNAGE SUPPLIES/EQUIPMENT	$340.00	
			Total For: KODIAK ADVERTISING		**$340.00**
Vendor: LAKE CITY LAW GROUP PLLC					
	37400	AUDITORS OPINION LETTER			$40.00
		LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	$40.00	
	37106	LEGAL SERVICES - MAY'24			$9,847.50
		LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	$9,847.50	
	37398	LEGAL SERVICES- MAY'24			$10,602.50
		LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	$10,602.50	
	37399	SYRINGA HEIGHTS LITIGATION JUN'24			$300.00
		WATER DISTRIBUTION	OTHER PROF SERVICE - LEGAL - LITIGATIO	$300.00	
			Total For: LAKE CITY LAW GROUP PLLC		**$20,790.00**
Vendor: LAKE PEND OREILLE SCHOOL					
	470	2024 YOUTH TRACK AND FIELD PROGRAM - SHS TRACK & CLARK FORK TRACK			$395.00
		RECREATION PROGRAMS	RENTAL OF LAND AND BUILDING	$395.00	
			Total For: LAKE PEND OREILLE SCHOOL		**$395.00**
Vendor: Law Enforcement Seminars					
	T0033 - 52680711	T0033 - NARC INV TRNG - MERIDIAN, ID JUNE 24-25,'24			$425.00
		POLICE DEPARTMENT	TRAINING AND TRAVEL	$425.00	
			Total For: Law Enforcement Seminars		**$425.00**
Vendor: MAINTENANCE SOLUTIONS INC					
	050828102	WWTP: 8 PKG GREASE WIPE CANISTERS+SHIP			$457.20
		WASTEWATER TREATMENT	CLEANING SUPPLIES	$457.20	
			Total For: MAINTENANCE SOLUTIONS INC		**$457.20**
Vendor: McMaster-Carr					
	27803413	WWTP: LOW PRESSURE MESH STRAINER			$70.92
		WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$70.92	
			Total For: McMaster-Carr		**$70.92**
Vendor: NAPA AUTO PARTS					
	186792	OIL FLTR, 12) 10W30, 2) 15W50 - ALL PARKS			$67.78
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$67.78	
	187231	ST: 22" WIPER BLADES 1-TON			$23.90
		STREET MAINTENANCE	VEHICLE & MACH SUPPLIES/PARTS	$23.90	
			Total For: NAPA AUTO PARTS		**$**

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
Vendor: NEWCO INC					
	896253	WTP: (3) 55 GALLON DRUMS NALCOLYTE 8105			$6,457.50
		WATER TREATMENT	CHEMICAL SUPPLIES	$6,457.50	
			Total For: NEWCO INC		**$6,457.50**
Vendor: NORTH 40 OUTFITTERS					
	045128/B	DRIP TBNG, FUNNY PIPE, DRIP BRB T, DRIP DRIPPR, DRIPCPLNG - CITY HALL			$60.62
		GOVERNMENT BUILDING & GROUNDS DI	IRRIGATION SUPPLIES	$60.62	
	045131/B	FUNNY PIPE RETURN, TRIP TUBING - CITY HALL IRRIGATION			$(2.00)
		GOVERNMENT BUILDING & GROUNDS DI	IRRIGATION SUPPLIES	$(2.00)	
	045066/B	4)FLT WHEEL, 2)CSTR PLT - TIRES/PORT SCOREBOARD - MEMORIAL			$199.94
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$199.94	
	044958/B	OSCILLATING BLADE - SPORTS COMP			$44.99
		PARK MAINTENANCE & CAPITAL	TOOLS	$44.99	
	045003/B	WTP: 16-16-16 50# BAG FERTALIZER			$24.99
		WATER TREATMENT	TURF/GROUND/TREE/PLANT SUPPLIES/EQ	$24.99	
	045096/B	SHOP: RPLCMNT WHEELS FOR OIL PAN			$53.98
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$18.00	
			Total For: NORTH 40 OUTFITTERS		**$382.52**
Vendor: Northern Idaho Powersport					
	3575	4) BOLT, HUB, FRONT - MOWER BLADES 4 WHLR PARTS - SPORTS COMPLX			$138.35
		PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	$138.35	
			Total For: Northern Idaho Powersport		**$138.35**
Vendor: NORTHERN LIGHTS					
	20230858	WTP: MOVE METER POLE FOR NEW AWNING -SC			$3,439.21
		WATER TREATMENT	SERVICES - INFRASTRUCTURE - R&M	$3,439.21	
	05302024	MONTHLY UTILITIES - MAY '24			$1,222.61
		WATER TREATMENT	ELECTRICITY	$504.95	
			Total For: NORTHERN LIGHTS		**$4,661.82**
Vendor: NORTHWEST AUTOBODY & TOWING					
	17747	REPAIR OF CITY VEHICLE- NO FAULT			$2,419.54
		CENTRAL SERVICES DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	$2,419.54	
			Total For: NORTHWEST AUTOBODY & TOWING		**$2,419.54**
Vendor: PACIFIC STEEL & RECYCLING					
	8641545	STEEL PIECES FOR RADAR TRAILER			$14.05
		POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	$14.05	
			Total For: PACIFIC STEEL & RECYCLING		**$14.05**
Vendor: PASSPORT LABS INC					
	INV-1045235	2-36 ROLLS OF THERMAL PAPER-PARKING CITATION HANDHELD			$3
		POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$322.02	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
	INV-1045976	PARKING TICKET PROCESSING FEE & LETTERS MAY '24			$2,090.48
		POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETI	$2,090.48	
			Total For: PASSPORT LABS INC		**$2,412.50**
Vendor: Paypal					
	1PX31835W4442405V	WTP: BACKFLOW TRAINING-JOSH LANDER			$1,500.00
		WATER TREATMENT	TRAINING AND TRAVEL	$1,500.00	
			Total For: Paypal		**$1,500.00**
Vendor: PITNEY BOWES GLOBAL FINANCIAL SERVI					
	3319211239	POSTAGE METER LEASE - 07/01 THRU 09/30/24			$165.00
		CENTRAL SERVICES DEPARTMENT	POSTAGE LEASE	$165.00	
			Total For: PITNEY BOWES GLOBAL FINANCIAL SERVI		**$165.00**
Vendor: REHN & ASSOCIATES					
	INV-00202596	COBRA NOTIFICATION X1- MAY'24			$25.00
		CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURC	$25.00	
			Total For: REHN & ASSOCIATES		**$25.00**
Vendor: SANDPOINT BUILDING SUPPLY					
	2468431	2) PLYWD TRTD 4X6 8' - ALL PARKS			$104.88
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$104.88	
			Total For: SANDPOINT BUILDING SUPPLY		**$104.88**
Vendor: SHERWIN-WILLIAMS CO					
	3977-6	WTP: 5 GAL RED PAINT-NO PKNG AT GATE			$179.30
		WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$179.30	
			Total For: SHERWIN-WILLIAMS CO		**$179.30**
Vendor: SOUTH FORK HARDWARE (PARKS)					
	376674	RLLR FRM,BTTRY, BRS BRSTL, BLT KIT, GSKT, RLLR, 9" CVR, CLST RNG, 9" PAINT			$81.95
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$81.95	
	376668	ELEC PLT, BTTRYS, ELEC OUTLET, ELEC BX- SPORTS COMPL			$27.56
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$27.56	
	376502	12) NUTS & BOLTS, EXTN CORD - MEMORIAL			$53.23
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$53.23	
	377145	305-T 3/4 MHT X 1/2 MPT NPPL - BEACH			$7.49
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$7.49	
	377652	2) BARBED CONNECTORS-CITY HALL			$9.58
		GOVERNMENT BUILDING & GROUNDS DI	OPERATIONAL SUPPLIES/EQUIPMENT	$9.58	
	377616	LEATHR GLOVE XL - BEACH			$17.99
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$17.99	
	377564	ADPTR, CPLNG, HOLE PNCH - CITY HALL			$7.27
		GOVERNMENT BUILDING & GROUNDS DI	OPERATIONAL SUPPLIES/EQUIPMENT	$7.27	
	376166	MED STRGTH GEL THREDLKR, CMNT RAIN-R-SHINE - SPORTS COMP			$

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$22.98	
	375807	BLD WOOD W/ NAILS, 1-1/4 TIT MTL BLD - TOOLS - SPORTS COMP			$27.98
		PARK MAINTENANCE & CAPITAL	TOOLS	$27.98	
	376238	20) NUTS & BOLTS - BEACH SHOP			$7.20
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$7.20	
	375739	BRASS NIPPL, BRASS CUPLNG, RISER - LAKEVIEW			$46.68
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$46.68	
	375649	ELBW GALV, PEX TEE, 2) BRS BRB INS ELBOW, 2) PEX ADPTR - LAKEVIEW			$36.30
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$36.30	
	376906	TRISODIUM PHOSPHATE CLEANER, MRTC ACID,4) 9" ROLLER, PAIL, 3) PAIL LI - LA			$76.20
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$76.20	
	377736	1" PANEL NL OAK, GORILLA DUCT TAPE - BEACH TOOLS			$15.58
		PARK MAINTENANCE & CAPITAL	TOOLS	$15.58	
			Total For: SOUTH FORK HARDWARE (PARKS)		**$437.99**
Vendor: SOUTH FORK HARDWARE (POLICE)					
	376865	BYPASS LOPPER (AKA: BOLT CUTTERS) CRO'S			$21.99
		POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$21.99	
			Total For: SOUTH FORK HARDWARE (POLICE)		**$21.99**
Vendor: SOUTH FORK HARDWARE (PUB WKS)					
	377155	ST: SPRAY PAINT ADA PARKING			$7.29
		STREET MAINTENANCE	PAINT & THERMO SUPPLIES/EQUIPMENT	$7.29	
	376437	ST: 10" ADJUSTABLE WRENCH - ST LIGHTING			$19.99
		STREET MAINTENANCE	OPERATIONAL SUPPLIES/EQUIPMENT	$19.99	
			Total For: SOUTH FORK HARDWARE (PUB WKS)		**$27.28**
Vendor: SOUTH FORK HARDWARE (REC)					
	376946	STAPLES-SHOOTING RANGE			$28.74
		RECREATION PROGRAMS	OPERATIONAL SUPPLIES/EQUIPMENT	$28.74	
			Total For: SOUTH FORK HARDWARE (REC)		**$28.74**
Vendor: SPOKANE TESTING SOLUTIONS					
	16558	NON-DOT TESTING- FIRE APR'24			$60.00
		FIRE DEPARTMENT - SANDPOINT	OTHER PROF SERVICE - MEDICAL	$60.00	
			Total For: SPOKANE TESTING SOLUTIONS		**$60.00**
Vendor: Staples 00105726					
	49641	SHOP: PAPER/HANGING FOLDERS/WALL FILE HOLDER			$142.96
		WATER DISTRIBUTION	OFFICE SUPPLIES/EQUIPMENT	$47.65	
			Total For: Staples 00105726		**$142.96**
Vendor: STEVEN KINGERY					
	T0031-PERDIEM	T0031-PERDIEM - AXON TASER INSTRUCTOR COURSE - KENNEWICK, WA - JUNE 1			$120.75
		POLICE DEPARTMENT	TRAINING AND TRAVEL	$120.75	

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
			Total For: STEVEN KINGERY		**$120.75**
Vendor: SUN RENTAL CENTER INC					
	292308	JOHN DEER ROTARY TILLER - RV PARK			$119.00
		CITY BEACH RV PARK	RENTAL OF EQUIPMENT AND VEHICLES	$119.00	
	292334	4HRS TRNCHR, 4HRS TRAILER DITCH WITCH - ELECTRIC REPAIR - RV PARK			$146.01
		CITY BEACH RV PARK	OPERATIONAL SUPPLIES/EQUIPMENT	$146.01	
			Total For: SUN RENTAL CENTER INC		**$265.01**
Vendor: The Home Depot #1810					
	045354/5022742	WALL PNL, FLAT BRSH - SNACK SHACK			$45.25
		CITY BEACH CONCESSIONS	OPERATIONAL SUPPLIES/EQUIPMENT	$45.25	
	030636/2023151	GAL ELBW, PEX ML ADPTR, SPPLY LNE, WTR CONN, 1/2 SCHED 40X10', ML TRMNL			$44.10
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$44.10	
	010211/8023749	POLY WHT, LIQUID NAILS - LAKEVIEW			$34.96
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$34.96	
	065619/1042484	2-TOTES FOR DETECTIVES			$31.96
		POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$31.96	
			Total For: The Home Depot #1810		**$156.27**
Vendor: The Home Depot 1810					
	099804/9042536	2)PX PIPE, CRMP RNG, 2) CPLNG, 3) ELBW, ADPTR, FIP REDUCING RED BRS, NIPP			$226.77
		PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	$226.77	
			Total For: The Home Depot 1810		**$226.77**
Vendor: TITAN TRUCK EQUIPMENT, INC.					
	1365983	ST: 2024 RAM 2500 BED CONVERSION			$17,349.21
		STREET MAINTENANCE	CAPITAL VEHICLES	$17,349.21	
	1370602	ST: CREDIT FOR HITCH ON NEW BED			$(119.65)
		STREET MAINTENANCE	CAPITAL VEHICLES	$(119.65)	
			Total For: TITAN TRUCK EQUIPMENT, INC.		**$17,229.56**
Vendor: TORK ELECTRIC INC					
	7827	REPLACED FLOOD LIGHTS-LAKEVIEW PARK TENNIS COURTS			$3,118.00
		PARK MAINTENANCE & CAPITAL	TECH SERVICES - ELECTRICAL	$3,118.00	
	7828	REPLACED/TEST PEDESTAL RECEPTACLES-RV PARK			$583.00
		CITY BEACH RV PARK	TECH SERVICES - ELECTRICAL	$583.00	
	7829	TROUBLE SHOOT WIRES/ISSUES - RV PARK			$315.00
		CITY BEACH RV PARK	TECH SERVICES - ELECTRICAL	$315.00	
	7830	RAN 2" CONDUIT FROM SRVC TO RV SPOT - RV PARK			$1,410.00
		CITY BEACH RV PARK	TECH SERVICES - ELECTRICAL	$1,410.00	
			Total For: TORK ELECTRIC INC		**$5,426.00**
Vendor: U.S. Saws Inc Website					
	589927205	WD/SC: 3) UTILITY PUMPS			$6

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount
		WASTEWATER COLLECTIONS	TOOLS	$306.50	
			Total For: U.S. Saws Inc Website		**$613.00**
Vendor: Ups					
	24-008904	SHIPPING CHGS - ISP FORENSIC LAB			$20.93
		POLICE DEPARTMENT	POSTAGE	$20.93	
			Total For: Ups		**$20.93**
Vendor: USA BLUE BOOK					
	INV00386114	WD: 20 HYDRANT RPLCMNT GASKETS			$108.09
		WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	$108.09	
	INV00375418	WWTP:GLOVES/CLOROX WIPES/PHOSPH REACTIVE			$308.83
		WASTEWATER TREATMENT	LABORATORY SUPPLIES	$308.83	
	INV00381888	WTP: 2 BOTTLES RUST REMOVER			$57.10
		WATER TREATMENT	CLEANING SUPPLIES	$57.10	
	INV00381281	WTP: GLASS BEAKERS/WATER TESTING CHEMICALS			$139.51
		WATER TREATMENT	TECH SERVICES - LABORATORY	$139.51	
			Total For: USA BLUE BOOK		**$613.53**
Vendor: VERIZON WIRELESS					
	9964625592	WIRELESS PHONE/DATA CHGS - FIRE - MAY'24			$281.03
		FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	$(14.66)	
	9964625591	WIRELESS PHONE/DATA CHGS- MAY'24			$485.67
		WATER TREATMENT	TELEPHONE - WIRELESS	$40.01	
			Total For: VERIZON WIRELESS		**$766.70**
Vendor: WASTE MANAGEMENT OF IDAHO INC					
	0233247-1827-1	REFUSE/WASTE CHGS- MAY'24			$3,798.00
		GOVERNMENT BUILDING & GROUNDS DI	DISPOSAL (GARBAGE) SERVICES	$648.00	
			Total For: WASTE MANAGEMENT OF IDAHO INC		**$3,798.00**
Vendor: Wm Supercenter #2485					
	1042000314	BATTERIES - TEMP GAUGES - CHECKING INTERIORS OF VEHICLES - CRO'S			$15.74
		POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$15.74	
	1042000314	VEHICLE ORGANIZER 2 EA			$31.96
		POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	$31.96	
			Total For: Wm Supercenter #2485		**$47.70**
Vendor: ZERO DB COMMUNICATIONS LLC					
	6.10.24.2	TURN UP OF SANDPOINT PD CIRCUIT AT VAULT 10160			$2,250.00
		FIBER OPTIC NETWORK	TECH SERVICES - FIBER BREAK/FIX SERVI	$2,250.00	
			Total For: ZERO DB COMMUNICATIONS LLC		**$2,250.00**

Grand Total: $1,087,731.53

Signature: _____ Date: _____

Vendor Name	Invoice Number	Invoice Description / Service Area Description	GL Number Description	Line Item Amount	Invoice Amount

Printed Name: _____

CITY COUNCIL MEETING MINUTES

June 05, 2024 at 5:30 PM

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

Call to Order

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

Roll Call

PRESENT
Mayor Jeremy Grimm
Councilor Deb Ruehle (present at roll call - left the meeting at 6:30 p.m.)
Councilor Joel Aispuro
Councilor Justin Dick (not present at roll call - arrived at 5:33 p.m.)
Councilor Kyle Schreiber
Councilor Pam Duquette
Councilor Rick Howarth

Under the City's adopted Code of Ethics and Civility, Mayor Grimm, as the presiding officer, identified Police Chief Corey Coon as the law enforcement personnel in the room who would be serving as sergeant-at-arms for the meeting.

Pledge of Allegiance

The Mayor led all present in the Pledge of Allegiance.

Announcements and Reports

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

   Kodiak Ellis provided a presentation on dark skies, urging Sandpoint to consider taking the steps necessary to become a Dark Sky Community.

   Mayor Grimm read aloud his proclamation for "Support Local Gems Day", celebrated on June 7, and presented it to Greater Sandpoint Chamber of Commerce Executive Director Mickey Quinn, who said a few words, as did Marc Kilmer from the office of U.S. Senator Jim Risch, who launched "Support Local Gems" in Spring 2020 as a way to encourage Idahoans to support small businesses.

   Mayor Grimm reported on recent code enforcement efforts. The Mayor also reported that Fire Chief Gavin Gilcrease had been appointed to the Sandpoint Airport Advisory Board. He reported that firms submitting statements of qualification for professional engineering services for a Preliminary Engineering Report (PER) and evaluation of the feasibility for replacement of the Wastewater Treatment Plant had taken a tour of the Plant. The Mayor announced that he had been chosen to participate in the Community Health Academy,

a program that seeks to assist mayors and city staff learn and understand their role in building healthy communities, facilitated by the Blue Cross of Idaho Foundation for Health, which pays for expenses related to the Academy and offers a $20,000 grant to cities that complete the program. He also reported that a work session between staff and the Council and Mayor is being planned prior to scheduling the public hearing on adoption of the updated Plan. He reported that Steve Gill, a Sandpoint resident who works for the Idaho Department of Environmental Quality, and Ponderay Mayor Steve Geiger are working on a plan to clean up Black Rock, an old smelter site at the end of the Pend d'Oreille Bay Trail, and will be making a presentation to Council regarding this issue on June 20. The Mayor also announced that, henceforth, with limited exceptions, public comment during the City's public meetings would be taken only from those attending the meeting in person, followed by Council member comments on this topic.

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

Council President Ruehle left the meeting at 6:30 p.m. and was absent the remainder of the meeting.

Public Forum

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

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

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

Information only; no Council action.

Consent Calendar

The Consent Calendar, as outlined below, was approved as presented.

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

2. The minutes from Council's May 15, 2024, meeting were approved as presented.
3. Bills approved for payment: $1,462,651.75 ($600,697.33 for regular payables and $861,954.42 for payroll)
4. The Monthly Financial Report on Cash and Investment Transactions for April 2024 was accepted.

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5. Mayor Grimm's appointments, listed below (displaying Board member name and term expiration date), were confirmed by City Council.

   Parks and Recreation Commission
   Chris Ankney, May 31, 2025
   Cynthia Reopelle, May 31, 2025
   David Miles, May 31, 2025
   Eric Donnenfeld, May 31, 2026
   Gwen Victorson, May 31, 2026
   Jessica Janssen, May 31, 2026
   Josh Delucchi, May 31, 2027
   Taylor Long, May 31, 2027
   Tyler Wagner, May 31, 2027

   Pedestrian and Bicycle Advisory Committee
   Cate Huisman, May 31, 2025
   Erin Billings, May 31, 2025
   Evan Lewis, May 31, 2025
   Jennifer Heller, May 31, 2026
   Julie Perchynski, May 31, 2026
   Molly O'Reilly, May 31, 2026
   Radley Peterson, May 31, 2027
   Taylor Prather, May 31, 2027
   Reid Weber, May 31, 2027

6. **Resolution 24-035** The Festival at Sandpoint Lease of War Memorial Field
7. **Resolution 24-036** Adoption of Sandpoint 2020 Smoothed Urban Area Boundary
8. **Resolution 24-037** Declaring OXARC, Inc., as Sole Source Provider of Specialized Industrial Gases for the City's Treatment Plants and Approving Purchase Order 24-1015
9. **Resolution 24-038** Interlocal Agreement for Automatic Aid and Response with Sagle Fire District, Westside Fire District, and Northside Fire District

Public Hearing

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

    The Mayor recited the order and procedure for the public hearing, as follows:

    1) Staff explanation of the subject of the public hearing.
    2) Presentation by the applicant or their representative. Any questions should be directed to the applicant at that time.
    3) Opening of the public hearing, at which time the public may provide testimony. Those who wish to testify are required to complete a signup sheet. If Council wishes to ask questions of the person testifying, those questions need to be posed before the person returns to their seat. The order for those who wish to speak will be as follows:

       I. In favor
       II. Neutral
       III. Opposed

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4) Rebuttal testimony from the applicant or their representative. Final questions may be asked of the applicant at that time. However, if new facts are elicited, the public will be given an opportunity to comment on any new facts.

5) The public hearing will then be closed for deliberation. No new information may be provided after the hearing is closed, and questions may be directed only to City staff during deliberation.

The Mayor noted, for the record, that any written comments received were included in the meeting packet or otherwise provided to Council if received in time to do so.

Each Councilor confirmed no conflict of interest and no ex parté contact regarding this matter.

Interim City Planner Daren Fluke provided an explanation of the subject of the public hearing.

The applicant's representative, Bonner County Board of Commissioners Chairman Luke Omodt, made some brief remarks regarding their request.

Mayor Grimm recited the rules and instructions for public testimony opened the public hearing, with City resident Josh Smith testifying in support of the application. No one testified as neutral, and no one testified in opposition.

Mr. Omodt declined to provide any rebuttal remarks.

The City's Civil Engineer, Brandon Staglund, fielded questions and provided additional information.

With no further deliberation, there was a motion as follows:

Motion that the Sandpoint City Council, after consideration of the criteria and relevant standards of Idaho Code and Sandpoint City Code, **approve** City Application Number PS24-0001, Bonner County's request for preliminary approval of a three-lot subdivision of three parcels (RPS3835001001AA, RPS00000036601A, and RPS38350010020A) totaling 59.11 acres, bounded by North Boyer Road to the east, Samuelson Avenue to the west, and private property to the north and south, legally described as Bonner County Readiness Center, Block 1, Lots 1 and 2 and un-platted portion of Section 3 Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, subject to the following **conditions**:

1. The final plat signature sheet will be updated to ensure the name of the signatory is printed under the signature line.
2. The final plat shall address the comments of the Independent Highway District, to wit: The reference to the previous agreement amendment regarding extension of Samuelson Avenue and Instrument Number 79226 shall be removed. Needed corrections to the right of way width of North Boyer Road will be made. The 20-foot utility easement shall be shown centered on the existing 10-inch water main that straddles lots 1 and 3 of the plat. The City of Sandpoint will be added to the plat headings.

Based on evidence, records, and testimony, the reasons for recommending approval, with conditions, are as follows:

1. City staff has followed the notice procedures applicable to subdivisions contained in Sandpoint City Code Title 9, Chapter 9.

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2. Based on information presented at the hearing and the placement of limitations through conditions, the application is compliant with City Code Title 10, Subdivisions, and Title 9, Zoning.
3. The proposed subdivision is consistent with the City's overall planning goals and objectives.

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

Old/Unfinished Business

11. **Resolution 24-039** Agreement with Ginno Construction of Idaho for Construction of Inclusive Playground and Splash Pad at Travers Park (City Agreement No. A24-5300-6)

    Mayor Grimm introduced this item under Old Business, noting that this proposed agreement followed Council's directive on May 1, 2024, for staff to solicit bids for this project.

    Community Planning and Development Director Jason Welker provided a presentation and fielded questions from the Council members, followed by public comment.

    Motion to approve the Resolution for the agreement with Ginno Construction of Idaho, Inc., for construction of the inclusive playground and splash pad at Travers Park under City Agreement Number A24-5300-6.

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

The Mayor called for a brief recess at 7:49 p.m., reconvening the meeting at 7:56 p.m.

New Business

12. **Ordinance 1420** Off-Leash Dogs at City Beach for Waterfowl Control

    Mr. Welker provided a presentation on the proposed amendments to City Code 7-5-3-A and 5-4-5-A, to permit off-leash dogs at City Beach, under certain conditions, for geese/waterfowl control and to add a corresponding exception to the City's Leash Law. City resident Matt Lome was invited to provide additional information regarding this proposed program, followed by Council questions/discussion and public comment.

    The City Clerk read the title of the Ordinance aloud as follows:

    AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 7, CHAPTER 5, SECTION 3-A, BEACH RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

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

The Mayor announced that the Ordinance had passed its first reading by title only, and the summary was approved.

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

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

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

13. **Ordinance 1421** Leash Law Exceptions

The City Clerk read the title of the Ordinance aloud as follows:

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 5, CHAPTER 4, SECTION 5-A-3, LEASH LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

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

The Mayor announced that the Ordinance had passed its first reading by title only, and the summary was approved.

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

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

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

14. **Ordinance 1422** Leashed Dogs Allowed on Sports Complex Pathway Year-Round

Mr. Welker provided a presentation on the proposed amendments to City Code 5-4-5-B, to allow dogs, on leash, on the Sports Complex pathway year-round and fielded questions from the Council members, followed by public comment.

The City Clerk read the title of the Ordinance aloud as follows:

DRAFT

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 5, CHAPTER 4, SECTION 5-B-2, DOGS ALLOWED ON LEASH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

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

The Mayor announced that the Ordinance had passed its first reading by title only, and the summary was approved.

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

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

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

15. **Resolution 24-040** Authorizing an Application to the U.S. Department of Transportation, Federal Highway Administration, Active Transportation Infrastructure Investment Program, Seeking Funds for Design of the Division Avenue Corridor Project

    Construction Manager Holly Ellis provided a presentation on this request from staff for permission to apply for this grant funding.

    Motion to approve the Resolution authorizing and directing City staff to apply for a U.S. Department of Transportation, Federal Highway Administration Active Transportation Infrastructure Investment Program grant for design of the Division Avenue Corridor Project.

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

16. Proposed Resolution Authorizing up to three (3) additional Resort City Restaurant Liquor Licenses as Provided by new Idaho Code § 23-903c

    Mayor Grimm relayed that the Idaho State Police had requested a response from the resort cities by June 15 as to whether they wished to participate in authorizing these additional licenses in their respective jurisdictions, which response would need to include a copy of a resolution from the City Council, demonstrating support for this allowance.

    At the Mayor's request, Councilor Dick provided additional information, then recused himself, stepping down from the dais at 8:51 p.m. to speak as a member of the public. Council discussion ensued, followed by additional public comment, with information also provided by Chief Coon and questions fielded by City legal counsel Zachary Jones.

DRAFT

Councilor Aispuro made a motion to approve the Resolution authorizing up to three additional Resort City Restaurant Liquor Licenses, as provided by new Idaho Code § 23-903c, which will become effective on July 1, 2024, seconded by Councilor Schreiber. Following additional discussion and prior to a vote, Councilor Aispuro rescinded his motion, and Councilor Schreiber rescinded his second.

Ultimately, Council voted to not accept/approve (essentially, to deny) the proposed Resolution that had been presented and which sought to authorize in Sandpoint the issuance of the additional liquor licenses provided by the new legislation.

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

Following the decision on Item 16, Councilor Dick returned to the dais at 9:26 p.m.

17. Discussion on Drafting Letter to Army Corps of Engineers re: Lake Level

    Following reports of the information that had been provided during a public meeting held by the Army Corps of Engineers, and then discussion between the Mayor and Council, with no objection and general Council consensus, the Mayor relayed that he would facilitate the drafting of a letter to Bonneville Power Administration and the Army Corps of Engineers, copying Governor Little and Idaho's U.S. Congressional Delegation, in order to relay and emphasize Sandpoint's grave concerns regarding the the operations at Albeni Falls Dam and the future of the lake levels on Lake Pend Oreille.

Executive Session

18. Council voted to convene in Executive Session pursuant to Idaho Code Section 74-206(1)(c): To acquire an interest in real property not owned by a public agency.

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

    Following this vote, Mayor Grimm asked those not participating in the session to please exit the room. At that time, 9:41 p.m., the remote session ended, and the recording was stopped.

19. An executive session was held pursuant to Idaho Code Section 74-206(1)(c).

Adjourn

Following conclusion of the executive session, the regular meeting was reconvened and immediately adjourned at 10:03 p.m.

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

_____ Attest: _____
Jeremy Grimm, Mayor Melissa Ward, City Clerk

DRAFT

MEMO

TO: Sandpoint City Council
FROM: Mayor Jeremy Grimm
DATE: June 12, 2024
SUBJECT: City Commission, Advisory Committee and Board Appointments

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

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

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

Sustainability Committee

Wayne Benner– City of Sandpoint resident (proposed term expiration: June 30, 2025)

Wayne currently sits on the City of Sandpoint's Planning and Zoning Commission. He believes his background and experience in both the public and private sectors would be useful in monitoring and establishing goals in achieving sustainability. Wayne believes that having a strong synergy between Planning and Zoning and the Sustainability Commission would help support Planning and Zoning Commission's decision making.

Katrina Pielli– Bonner County resident, not in city limits (proposed term expiration: June 30, 2025)

Katrina is passionate about climate and sustainability issues and has dedicated her career to developing meaningful partnerships and connections to deliver simultaneous social and economic benefits. In her professional capacity, she has worked with city leaders across the U.S. and in Africa to advance energy and climate solutions. Katrina was born and raised in Sandpoint and having moved back would like to contribute to the City.

Christine Moon– City of Sandpoint resident (proposed term expiration: June 30, 2026)

Christine has a background in research psychology, sustainability, climate change, climate adaptation and climate resilience. The subject of climate change is a passion of hers since the first Earth Day. She is retired, so she can play an active role on the commission and has experience in working on municipal committees. Christine has been a leader in Reclaim Idaho since its inception in 2017 and is part of a family that has over a century of civic engagement in Sandpoint. She is committed to the well-being of our community during a time of rapid change and looks forward to helping the community prepare for future challenges.

Deborah Dickerson– City of Sandpoint resident (proposed term expiration: June 30, 2026)

Deborah has an MBA in Sustainability from Pinchot University. The focus of her degree was on the balance of people, planet and profit, she continues to have a strong interest in this subject area. As a local business coach working with many of our small businesses in Sandpoint, she has a strong understanding of how the economy works locally. She hopes to serve on this committee as a resident interested in keeping Sandpoint livable for those who want to live and work here.

Diana Duke– City of Sandpoint resident (proposed term expiration: June 30, 2027)

Diana's understanding of design and application of Permaculture systems spans two decades. She studied at the Permaculture institute and under the tutelage of Scott Pittman, Sepp Holzer and the Bullock's of Orcas Island. She also has completed the Idaho Master Forest Stewardship Program through the University of Idaho with support from the Department of Lands, under Chris Schnepf. These programs have focused on the sustainability of human relationships with our natural environment. Diana has followed many of the practices and principles taught in these courses in her daily life. Practices that range from the use of renewable energies, natural cleaners in her home, to planting a landscape with native and pollinator plants

Mary Wilkosz– City of Sandpoint resident (proposed term expiration: June 30, 2027)

Mary has over 20 years of experience as an environmental and project management professional. Her work history includes environmental planning, corporate social responsibility (CSR), and sustainability. She has experience with public, private, tribal sectors along with complex regulatory frameworks, traditional and virtual public involvement.

AGENDA REPORT

City Council Meeting

TODAY'S DATE: June 10, 2024

MEETING DATE: June 20, 2024

TO: City Council

FROM: Cheryl Hughes, Central Services Director

SUBJECT: Approve Change Order No 1 to A24-3400-1 B & E Electric – SCADA Upgrades Project

DESCRIPTION/BACKGROUND:

City Council approved Agreement A24-3400-1 to B&E Electric, Inc. under Resolution 24-014 for SCADA Upgrades on March 20, 2024 in the amount of $1,315,525.00. As this project began, there were three sewer lift stations that were identified to have faulty sensors and in need of replacement. These sensors are one of the most vital components to a lift station and are critical for the safety of lift stations and surrounding areas. These sensors monitor levels of fluid in the wet well and are used for accurate pump control, to sense high and low levels, and to send signals to the controller to communicate to the pumps to run. The current level sensors at Cottonwood, Northview, and Pine Street lift stations are no longer communicating to the controller and it is essential they are replaced. Change Order No 1 adds $7,932.00 for the replacement of these level sensors. This will result in a revised contract price in the amount of $1,323,457.00.

STAFF RECOMMENDATION:

Staff recommends City Council consider approving Change Order No. 1 to Agreement A24-3400-1 to B&E Electric, Inc. in the amount of $7,932.00 for a revised Contract price of $1,323,457.00.

ACTION:

City Council to approve Change Order No. 1 to Agreement A24-3400-1 to B&E Electric, Inc. in the amount of $7,932.00 for a revised Contract price of $1,323,457.00.

WILL THERE BE ANY FINANCIAL IMPACT? Yes - increase of $7,932.00 to the original contract price of $1,315,525.00. **HAS THIS ITEM BEEN BUDGETED?** There are funds available in the Wastewater fund for this Change Order No. 1.

ATTACHMENTS:

Proposed Resolution

A24-3400-1 B & E Electric Inc – SCADA Upgrades Project

A24-3400-1 B & E Electric Inc – SCADA Upgrades Change Order No 1

No: 24-
Date: June 20, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: CHANGE ORDER NO. 1 TO SCADA UPGRADES PROFESSIONAL SERVICES AGREEMENT WITH B & E ELECTRIC, INC. (CITY AGREEMENT A24-3401)

WHEREAS: On March 20, 2024, under Resolution 24-014, City Council awarded Agreement A24-3400-1 to B&E Electric, Inc., for SCADA upgrades in the amount of $1,315,525.00;

WHEREAS: As this project began, there were three sewer lift stations, Cottonwood, Northview, and Pine Street, identified as having faulty sensors in need of replacement, as they are no longer communicating with the controller;

WHEREAS: These sensors, which monitor levels of fluid in the wet well and are used for accurate pump control, to sense high and low levels, and to send signals to the controller to communicate to the pumps to run, are a vital component of a lift station and critical for the safety of the station and surrounding area; and

WHEREAS: As this issue was not initially known prior to launching this project, a change order to this agreement is necessary in order to remedy this situation.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves Change Order No. 1 to Agreement A24-3400-1 with B&E Electric, Inc., a copy of which is attached hereto and made a part hereof as if fully incorporated herein, in the amount of $7,932.00 for a revised Contract price of $1,323,457.00.

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 authorized designee is hereby authorized to execute this change order.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

DocuSign Envelope ID: 1E4063E7-89DE-4358-A551-A73B19589E39

CITY OF SANDPOINT

CONTRACT CHANGE ORDER

Date: 6/20/2024

SCADA UPGRADES PROJECT

Change Order No: **1**

Contractor: **B & E ELECTRIC, INC.**

Project No: **A24-3400-1**

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension.

The following changes to the contract documents are issued:

Item	***Description***	***Change In Contract Price***
1	***Scope:*** Scope: Replacing faulty level sensors at the following lift stations: Cottonwood; Northview; Pine Street ***Justification:*** There were issues identified that were pre-existing to lift station level sensors. These are critical areas within lift stations and are in line with the SCADA Project contract. For this reason, this work is being added to the contract and is listed as priority to this project.	$7,932.00
	Total Change In Contract Price:	***$7,932.00***

Original Contract Price:	*$1,315,525.00*
Prior Approved Change Orders:	*$0.00*
Revised Contract Price:	*$1,315,525.00*
Current Change Order Price:	**$7,932.00**
New Contract Price:	*$1,323,457.00*

Time provided for completion in the contract is:

*[**X**] unchanged, [ ] increased, [ ] decreased by **0** calendar days.*

*The Substantial Completion date for this contract is **March 31, 2025***

This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted By: DocuSigned by: Patrick Oens 609E8B8AD73D4EE... Patrick Oens President 6/10/2024

Contractor Date

Recommended By: DocuSigned by: Adam Skoog C1162BCEAB5744E2... Adam Skoog IT Project Manager 6/10/2024

City of Sandpoint IT Project Manager Date

Approved By: DocuSigned by: Cheryl Hughes 04CB7620B84E46D... Cheryl Hughes Central Services Director 6/10/2024

City of Sandpoint Central Services Director Date

Approved By:

Mayor Date

DocuSign Envelope ID: FE030B11-B577-4FF2-8AE0-954CA2DE54AD

AGREEMENT No. A24-3400[illegible]

PROFESSIONAL SERVICES AGREEMENT FOR SCADA UPGRADES BETWEEN CITY OF SANDPOINT AND B & E ELECTRIC, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of March, 2024 ("Effective Date"), by and between the CITY OF SANDPOINT (CITY), a public body corporate and politic and B & E Electric, Inc. (CONTRACTOR), a State of Washington (Corporation).

1. **Scope of Services**. CITY agrees to retain and does hereby retain CONTRACTOR and CONTRACTOR agrees to provide the services more fully described in Exhibit A, Scope of Services and Attachment 1, CONTRACTOR Proposal, attached hereto and incorporated herein by reference, in conjunction with the CITY's SCADA Upgrades Project.

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until March 31, 2025, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment**. CONTRACTOR shall perform the Services under this Agreement for the total sum not to exceed One Million Three Hundred Fifteen Five Hundred Twenty-Five Dollars ($1,315,525.00) payable in accordance with the terms set forth in Exhibit B, Fee Schedule and Attachment 2, Fee Breakdown. Payment Applications submitted shall be paid Net 30 days upon approval by City designated representative. Payment Applications must itemize out services performed during that period and should be submitted once monthly. Payment Applications to be emailed to AP@sandpointidaho.gov.

4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

CITY OF SANDPOINT	B & E Electric, Inc.
Attn: City Clerk 1123 Lake Street Sandpoint, Idaho 83864	Attn: Patrick Oens, President 2211 N. Madson Road Liberty Lake, Washington 99019

5. **Contract Administration**. An authorized CITY representative/designee will be appointed to administer this Agreement on behalf of CITY and shall be referred to herein as Contract Administrator.

6. **Standard of Performance**. While performing Services under this Agreement, CONTRACTOR shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONTRACTOR'S profession and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

7. **Personnel**. Contractor shall furnish all personnel necessary to perform the Services under this Agreement and shall be responsible for their performance and compensation. CONTRACTOR recognizes that the qualifications and experience of the personnel to be used are vital to professional

and timely completion of the Services. The key personnel listed in Exhibit C, attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to CITY approval.

8. **Assignment and Subcontracting**. CONTRACTOR shall not assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the CITY. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of CONTRACTOR under this Agreement, in a writing satisfactory to the CITY. CONTRACTOR acknowledges that any assignment may, at the CITY'S sole discretion, require CITY approval, up to and including City Council approval. CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior CITY approval. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The CONTRACTOR acknowledges and agrees that the CITY is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the CITY.

9. **Independent Contractor**. In the performance of this Agreement, CONTRACTOR, and CONTRACTOR'S employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the CITY. CONTRACTOR acknowledges and agrees that the CITY has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to CONTRACTOR, or to CONTRACTOR'S employees, subcontractors and agents. CONTRACTOR, as an independent contractor, shall be responsible for any and all taxes that apply to CONTRACTOR as an employer.

10. **Indemnification**. CONTRACTOR shall indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by CONTRACTOR'S wrongful acts or omissions in the performance of its duties under this Contract. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

11. **Bonds/Insurance**.

    11.1 At all times material hereto, CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than $1,000,000.00 per claim and $2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies. CONTRACTOR shall provide the CITY with proof of such insurance prior to commencement of any Work. CONTRACTOR shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement. All

employees of CONTRACTOR are deemed its employees only, and CONTRACTOR shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY prior to commencement of any Work.

11.2 CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from Professional Liability, Errors and Omissions in amounts no less than $1,000,000 for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies.

11.3 **Subcontractors' Insurance**. Contractor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Contractor shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

11.4 Bonds. Contractor shall obtain Performance and Payment Bonds for 100% of the Agreement Price as outlined in Exhibit D, Bonds and be presented within 10 days of award of Agreement.

12. **Licenses.** The CONTRACTOR agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. SUBCONTRACTORS are also required to possess a CITY Business License as required by CONTRACTOR for work performed under this Agreement for CONTRACTOR. The CONTRACTOR further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONTRACTOR shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.

13. **CITY'S Right to Employ Other Contractors.** City reserves the right to employ other Contractor's in connection with this Project. If the City is required to employ another Contractor to complete CONTRACTOR'S work as a result of the failure of the CONTRACTOR to perform, or due to the breach of any provisions of this Agreement, the CITY reserves the right to seek reimbursement from CONTRACTOR.

14. **Records.** CONTRACTOR shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CITY has the right to review, copy, make transcripts, audit, and/or inspect all documents upon request during CONTRACTOR normal business hours. CONTRACTOR shall allow inspections of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials whether created by or provided to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR, except as otherwise directed by CITY. Nothing furnished to

CONTRACTOR which is otherwise known to the CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use CITY'S name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any written or electronic form, including but not limited to magazines, newspapers, radio or television, websites, or social media without the express written consent of the CITY.

16. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by CONTRACTOR shall be and remain the property of CITY. CONTRACTOR shall not release to others information furnished by CITY without prior express written approval of CITY.

17. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. CONTRACTOR further warrants that neither CONTRACTOR, nor the individuals listed in Exhibit "C" have any real property, business interests, or income interests that will be affected by this project or, alternatively, that CONTRACTOR will file with the CITY an affidavit disclosing any such interest.

18. **Solicitation.** CONTRACTOR warrants that CONTRACTOR has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, CITY shall have the right to terminate this Agreement without liability and pay CONTRACTOR only for the value of work CONTRACTOR has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from CONTRACTOR the full amount of such commission, percentage, brokerage, or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

19. **Compliance With Laws.** The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, 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.

21. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

22. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Termination**.

23.1 The CITY or CONTRACTOR may terminate this Agreement for its sole convenience with thirty (30) days' written notice. Upon termination, the CONTRACTOR, and any subcontractors, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive

an amount equal to the value of the work completed as of the termination date, in accordance with the Fee Schedule, Exhibit B, or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

23.2 Should the CITY determine that the CONTRACTOR has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONTRACTOR, specifying all such defaults, to be remedied within thirty (30) days from the date of such notice. If, after thirty (30) days, the CONTRACTOR has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

23.2.1 In the event the CITY terminates this Agreement as provided for in this Section 23.2, the CONTRACTOR and any subcontractors shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the Fee Schedule or as negotiated between the parties, less any additional costs incurred by the CITY to procure the services of another contractor to complete the services to be rendered under this Agreement.

23.2.2 In the event the CITY terminates this Agreement as provided for in Section 23.2, it may seek any other remedies available to it in law or equity arising out of the CONTRACTOR'S failure to fully perform all of its obligations hereunder.

24. **Offsets**. CONTRACTOR acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which CONTRACTOR owes or may owe to the CITY, CITY reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by CITY to CONTRACTOR. Notice of such withholding and offset, shall promptly be given to CONTRACTOR by CITY in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the CITY, CITY will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

25. **Successors and Assigns**. This Agreement shall be binding upon CITY and its successors and assigns, and upon CONTRACTOR and its permitted successors and assigns, and shall not be assigned by CONTRACTOR, either in whole or in part, except as otherwise provided in this Agreement.

26. **Nondiscrimination**. The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONTRACTOR and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

26.1 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

27. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of CONTRACTOR each represent and warrant that they have the legal power, right and actual authority to bind CONTRACTOR to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be duly executed the day and year first above written.

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

3/20/24

Jeremy Grimm DATE
Mayor

B & E ELECTRIC, INC.
2211 N. Madson Rd.
Liberty Lake, Washington 99019

DocuSigned by:
244DE901EA7346C...

3/11/2024

Patrick Oens DATE
President

Attest:

3/20/24

Melissa Ward, City Clerk Date

EXHIBIT A
SCOPE OF SERVICES

Contractor shall perform the following Services as incorporated directly from the Request for Proposals.

a. **Wastewater Treatment Plant (WWTP)**

The Wastewater Treatment Plant is an old facility and in need of replacement. A solicitation is underway to hire an engineer and contractor who will design and construct a new plant at the existing site over the next 5 years. The existing control system contains 9 PLCs with HMIs that are interconnected with fiber and/or copper and utilizes a physical alarm dialer.

The HMI software used in the primary workstation is Rockwell Automation/Allen-Bradley Factory Talk View SE. Most of the Programmable Logic Controllers (PLC) and touch screen HMIs in the facility are also Rockwell Automation/Allen-Bradley, with one Maple systems HMI. A new Windows workstation will be provided by the City however, configurations shall be completed by SI. Workstation needs to be configured as a SCADA client to the WTP Server utilizing access controls to access the WWTP screens.

The MicroLogix 1100 PLCs have been discontinued and should be replaced but the MicroLogix 1400 PLCs are still fully supported and do not need to be replaced. PLCs programs will need to be downloaded from existing PLCs. The PanelView Plus 600 and Maple Systems touchscreen HMIs should be replaced. The new PanelView touchscreens must be able to control the entire plant for redundancy with user authentication levels to control access. All touchscreen programs should be identical to simplify future replacement.

Replace the Hardware alarm dialer Sensaphone Express II to a software-based dialer such as Win911. The dialer software will likely be hosted on the primary HMI workstation provided by the city.

i. **WWTP Enclosures**
See the attached map for lift station locations.

1. **LCP-1**
   a. Connected Via Fiber to LCP-3
   b. PLC is MicroLogix 1400
   c. HMI is Allen Bradley PanelView Plus 600

2. **LCP-3**
   a. Communications all route through LCP-3 SCADA Enclosure
      i. LCP-3 -> LCP-4
      ii. LCP-3 -> LCP-1
      iii. LCP-3 -> LCP-10
   b. PLC is MicroLogix 1400
   c. HMI is Allen Bradley PanelView Plus 600

3. **LCP-4**
   a. Connected via Fiber to LCP-3
   b. PLC is MicroLogix 1100
   c. HMI is Allen Bradley PanelView Plus 600

4. **LCP-6**
   a. Connected Via Fiber to LCP-8
   b. PLC is MicroLogix 1400
   c. HMI is Allen Bradley PanelView Plus 600

5. **LCP-8**
   a. Connected Via Fiber to LCP-10
   b. PLC is MicroLogix 1100
   c. HMI is Allen Bradley PanelView Plus 600

6. **LCP-9**
   a. Connected Via Fiber to LCP-10
   b. PLC is MicroLogix 1100
   c. HMI is Allen Bradley PanelView Plus 600

7. **LCP-10**
   a. Connected Via Fiber to LCP-3
      i. LCP-10 -> LCP-8 -> LCP-6
      ii. LCP-10 -> LCP-9 -> LCP-Band Screen
   b. PLC is MicroLogix 1100
   c. HMI is Allen Bradley PanelView Plus 600

8. **LCP-9-BandScreen**
   a. Connected Via Copper to LCP-9
   b. PLC is MicroLogix 1100
   c. HMI is Allen Bradley PanelView Plus 600

9. **LCP-4-RotaryScreen**
   a. Not connected but needs to be connected.
      i. short easy path to LCP-4
   b. Discovery will be required.
      i. This entire box needs discovery, possibly all functions can be moved to LCP-4
   c. PLC is MicroLogix 1100
   d. HMI is Maple Systems HMI5056T

ii. **Projects for WWTP**

1. Configure modern client SCADA software on workstation.
   a. If on prem SCADA, workstation will need to communicate back to server at Lake Water Treatment Plant.
   b. If cloud SCADA, configure access controls for WWTP.

c. Data from lift stations will need to be viewable at WWTP workstation with view only access.

2. Update all PLCs to latest stable firmware, configure with chosen modern SCADA software, including PLC backups.
3. Upgrade the alarm dialer to a software-based dialer such as Win911.
4. Upgrade all PanelView Plus 600 & Maple Systems HMIs with 6" Allen Bradley HMIs
5. Upgrade all obsolete PLCs using modern supported Allen Bradly PLCs.
6. Rotary Screen Discovery if needed, move all functions to LCP-4 if possible or remove if not needed.

b. **Lake Water Treatment Plant (WTP)**

i. The Lake Water Treatment Plant is a relatively new facility with primarily current and modern controls equipment. The workstation based Human Machine Interface (HMI) in the facility utilizes a server/client configuration. The HMI software for the primary workstations is Rockwell Automation/Allen-Bradley Factory Talk View SE. Most of the Programmable Logic Controllers (PLC) and touchscreen HMIs in the facility are Rockwell Automation/Allen-Bradley. The Factory Talk View SE server software is hosted locally on a server in the 2nd floor server room. The existing license allows for up to 4 clients. Three licenses are being actively used and a fourth is expected to be in use within the next thirty (30) days. The physical workstations and physical server will be replaced by the City. Modern SCADA software needs to be installed and configured by integrator/vendor and must be equivalent or improve all existing services used by WTP and WWTP. This will require updates and/or migrations from Factory Talk View SE and Factory Talk Historian to the chosen modern SCADA software solution.

There is fiber connectivity between WTP, Sand Creek WTP, WWTP, and the City Shop. PTMP Wireless connects from Building 20 to Building 10, Syringa, and Woodland stations.

ii. **WTP Buildings and Enclosures**
See the attached map for lift station locations.

1. **Building 10**
   a. 10CP01 (Raw Water Control Panel)
      i. Connected Via PTMP Wireless on Lake Water Building 20
      ii. PLC is Allen Bradley L32E
      iii. No HMI currently installed.

2. **Building 20**
   a. 20CP01 (Pre-Treatment Control Panel)
      i. Connected via fiber to Building 30
      ii. PLC is Allen Bradley
      iii. No HMI currently installed

3. **Building 30**
   a. Master RTU Radio Panel

i. Connection for Building 10, Syringa, and Woodland PTMP Radio

b. Master RTU Control Panel CB2
   i. Connected via Copper
   ii. PLC is Allen Bradley Logix5562
   iii. No HMI currently installed

c. Filtration System Main Panel
   i. Connected via copper to Server Room
   ii. PLC is Allen Bradley Logix5562
   iii. No HMI currently installed

d. Windows XP Allen Bradley HMI (Filtrations System HMI)
   i. HMI only, needs to be upgraded and replaced

4. **Building 40**
   a. Microclor (Chlorine Generator Control Panel)
      i. Connected via copper to 50CP4001
      ii. PLC is CompactLogix L32E
      iii. HMI is Allen Bradley PanelView Plus 1500

   b. 50CP4001 (Chemical Building Control Panel)
      i. Connected Via fiber to Building 30
      ii. PLC is Allen Bradley
      iii. No HMI currently installed

5. **Building 70**
   a. 70CP5001 (Recycle Pump Station)
      i. Connected Via fiber to Building 40
      ii. PLC is Allen Bradley
      iii. No HMI currently installed.

iii. **WTP Projects**

1. Factory Talk View SE and Historian SCADA software upgrade/replace/migrate to modern SCADA software solution.
2. Replace Building 30 Windows XP HMI with new Allen Bradley HMI
   a. All hardware, and software, will be solely SI responsibility.
3. Update all PLCs to latest stable firmware, configure with chosen modern SCADA software, including PLC backups.
4. Configure modern client SCADA software.
   a. If on prem SCADA servers, WTP, WWTP and lift stations all need to communicate back to servers at WTP, separated using access controls.
   b. If Cloud SCADA solution is chosen.
   c. On prem SCADA solution client workstations need to communicate back to server at Lake Water Treatment Plant.

5. Building 10 10CP01 add HMI, limit access via password for security purposes.

c. **Sand Creek Water Treatment Plant (WTP)**

i. The Sand Creek Water Treatment Plant is an older facility that requires upgrades to continue to be reliable and fully supported by the manufacturer. The HMI software for the primary workstation is Rockwell Automation/Allen-Bradley Factory Talk View SE. The workstation is running Windows 7 and is going to be replaced by the city. This will require updates and/or migrations from Factory Talk to the chosen modern SCADA software solution.

The primary plant PLC is an Allen-Bradley model 1747-L553 (SLC). Although still supported, the manufacturer recommends upgrading this PLC to a current model since the SLC line is being phased out.

ii. **Sand Creek WTP Projects**

1. Configure modern client SCADA software on workstation.
    a. On prem SCADA solution client workstations need to communicate back to server at Lake Water Treatment Plant.
2. Replace the PLC with modern supported Allen Bradley PLC
    a. Ensure PLCs on latest stable firmware, configure backups of PLCs with new SCADA software.

d. **Reservoir and Booster Stations**

The reservoirs have current and modern controls equipment. The workstation based Human Machine Interface (HMI) used is back at Lake WTP. The Woodland Booster PLC failed and is planned to be replaced under an emergency replacement with a local SCADA contractor. Due to the nature of the replacement, it will likely need to be replaced again with Allen Bradly products. Please allow for this contingency if this becomes the case.

1. Syringa Reservoir
    a. PLC is CompactLogix L32E
    b. No HMI
    c. PTMP wireless back to BLDG20 at WTP

2. Woodland Reservoir
    a. PLC is CompactLogix L32E
    b. No HMI
    c. PTMP wireless back to BLDG20 at WTP

3. Woodland Booster Station
    a. Simmons PLC is currently being replaced due to failure.

i. PLC will need to be replaced with Allen Bradley
ii. The Siemens PLC will be replaced and will operate on operator entered setpoints with stepped mechanical pressure switch back-up option. Will also include wireless radio transmission of low pressure and pump fault alarms to the PLC located across the street from Woodland Facility at a large water tank and UPS installation for power outage and control alarms.

b. PTMP wireless back to BLDG20 at WTP

ii. **Projects for Reservoirs and Booster Station**

1. Replace PLC at Woodland booster station with Allen Bradly Products.
2. Update PLCs to latest stable firmware, configure with chosen modern SCADA software, including PLC backups.

e. **Lift Stations / Collection Stations**

i. Currently, the collections system utilizes alarm dialers with cellular radios at most of the lift stations. Configure all lift stations to report to the City Shop (Utilities) for alarm monitoring and reporting. All lift stations must be able to communicate alarms to operators so that faults and failures can be addressed before they create serious issues. All locations have two (2) pumps, except for South Boyer with three (3) pumps.

Silver Wings and Timberline are the lowest priority lift stations and may be removed from the scope of this project depending on other pending projects. Please allow for this contingency if this becomes the case. Exxon and Beach should be first on the list for deployment of Standardized SCADA cabinet in 2024, please see (iii:18 & iii:19) for details.

To simplify and speed up lift station upgrades the City of Sandpoint is requesting SI to Pre-Engineer and Configure new SCADA enclosures as a standardized "drop-in replacement". Most of the lift stations have the same requirements, an HMI screen, PLC, UPS, Amp Draw, Submersal or Radar transducer, Heaters, Redundant float controls for backup if PLC or Transducer fails, ETC... Screens need to show key indications for the lift station operations such as flow, run status, level, amp draw, and alarms.

The MicroLogix 1400 PLCs are fully supported by Allen-Bradley and do not require an upgrade or replacement at this time. Most of the PLCs and touchscreen HMIs at the lift stations are manufactured by multiple vendors. This can create issues with supporting hardware, software, and PLC/HMI programs. PLCs programs will need to be downloaded from existing PLCs.

All data from collections needs to be accessible at WWTP workstation with view only access. A workstation with SCADA client needs to be installed at the City Shop and needs to communicate back to Lake Water Treatment Plant Server utilizing access controls to only access the collection systems screens.

ii. **Projects for Lift Stations**

1. Configure modern client SCADA software on workstation.
   a. If on prem SCADA, workstation will need to communicate back to server at Lake Water Treatment Plant, with access controls for lift stations only.
   b. If cloud SCADA, configure access controls for lift stations only.
2. Add/Replace all obsolete and/or non-Allen Bradley HMIs and PLCs with standardized Allen Bradely replacement cabinet.
   a. Ensure PLCs on latest stable firmware, configure backups of PLCs with new SCADA software.
3. Centralize alarm reporting at a single location and utilize an alarm-based dialer on a workstation-based HMI.
4. Add/Replace cellular radio using Cradlepoint or approved equivalent, and external mounted antenna for optimal signal strength.

iii. **Lift Station details**

See the attached map for lift station locations.

1. **Sand Creek Lift Station**
   a. No PLC, MultiRanger level sensor to control the pumps.
   b. Has MultiRanger float switch
   c. Verbatim Remote Alam Dialer
   d. Add/Replace Submersible Transducer or Radar
   e. Landline

2. **Cottonwood Lift Station**
   a. HMI is DirectLOGIC
   b. PLC is DirectLOGIC D0-06AR
   c. Has PLC to float switch
   d. Verizon Cell
   e. Chatterbox by Raco

3. **Spring Creek Lift Station**
   a. HMI is Pro-Face
   b. PLC is Allen Bradley MicroLogix 1100
   c. Verizon Cell
   d. Chatterbox by Raco

4. **Cedars at Sand Creek Lift Station**
   a. HMI is Pro-Face
   b. PLC is Allen Bradley MicroLogix 1100
   c. Verizon Cell
   d. Chatterbox by Raco (dead)

5. **North Boyer Lift Station (aka Jail Lift)**
   a. No PLC, MultiRanger level sensor to control the pumps.
   b. Verbatim Remote Alarm Dialer
   c. Verizon Cell
   d. Add high-level and low-level floats for fault detection.
   e. Add/Replace Submersible Transducer or Radar

6. **Timberline Lift Station**
   a. HMI is Pro-Face
   b. PLC is Allen Bradley MicroLogix 1100
   c. Verizon Cell
   d. Chatterbox by Raco (dead)

7. **Fishback Lift Station**
   a. HMI is Automationdirect C-More EA9-T7CL-R
   b. PLC is DirectLOGIC D0-06AR
   c. Landline
   d. Chatterbox by Raco (dead)
   e. Has PLC to float switch

8. **Silverwings Lift Station**
   a. HMI is Siemens HydroRanger 200
   b. PLC is SIEMENS LOGO 230RC
   c. Landline
   d. Viking K-2000-DVA Dialer
   e. Add/Replace Submersible Transducer or Radar

9. **Hickory Glen Lift Station**
   a. No PLC uses level floats to control the pumps.
   b. Landline
   c. Sensaphone 400
   d. Add/Replace Submersible Transducer or Radar

10. **Bristle Cone Lift Station**
    a. HMI is AutomationDirect
    b. PLC is DirectLOGIC D0-06AR
    c. Verizon Cell
    d. Chatterbox by Raco
    e. Has PLC to float switch

11. **Pine Street Lift Station**
    a. HMI is DirectLOGIC
    b. PLC is DirectLOGIC
    c. Verizon Cell
    d. Chatterbox by Raco

e. Has PLC to float switch

12. **Northview Lift Station**
    a. HMI is Automationdirect C-More EA9-T7CL-R
    b. PLC is DirectLOGIC D0-06AR
    c. Landline
    d. Chatterbox by Raco
    e. Has PLC to float switch

13. **Westwood Lift Station**
    a. HMI is Red Lion
    b. PLC is Allen Bradley MicroLogix 1400
    c. Verizon Cell
    d. Guard IT by Raco
    e. Has PLC to float switch

14. **South Boyer Lift Station**
    a. NO PLC, uses Omni-Site Remote Terminal Unit (RTU), not working, and a MultiRanger level sensor to control the pumps.
    b. An RTU functions similarly to a PLC but is not compatible with Rockwell Automation/Allen-Bradley without add-on hardware and/or software products.
    c. No communications setup
    d. Omni-site XR50
    e. Add high-level and low-level floats for fault detection.
    f. Add/Replace Submersible Transducer or Radar

15. **Seasons Lift Station**
    a. No PLC, uses HydroRanger level sensor to control the pumps.
        i. Without a compatible PLC, the data from this station cannot be monitored remotely.
    b. Add high-level and low-level floats for fault detection.
    c. Landline
    d. Chatterbox by Raco
    e. Add/Replace Submersible Transducer or Radar

16. **Pawnshop Lift Station**
    a. No PLC, uses a MultiRanger level sensor to control the pumps.
    b. Add high-level and low-level floats for fault detection.
    c. Landline
    d. Chatterbox by Raco (dead)
    e. Add/Replace Submersible Transducer or Radar

17. **University Lift Station**
    a. HMI is AutomationDirect
    b. PLC is Allen Bradley MicroLogix 1100.

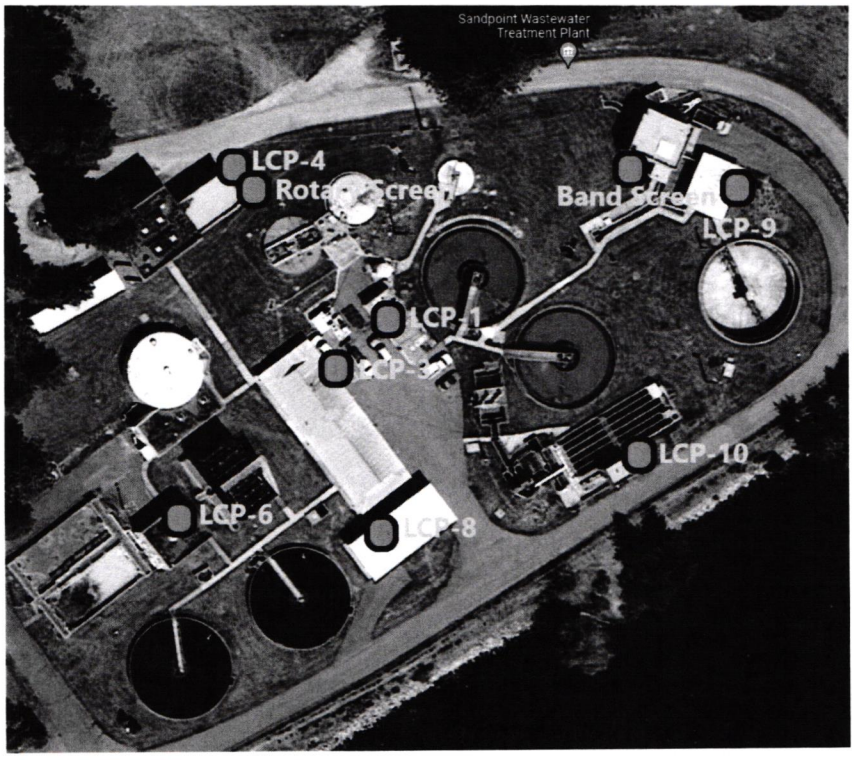
c. No communication setup
d. Sensaphone 800
e. Has PLC to float switch

18. **Exxon Lift Station**
    a. This lift station is being replaced with a modern lift station in 2024
    b. Expect to install the same standardized SCADA cabinet in this lift station.
    c. The City of Sandpoint already has an engineer contracted for this lift station. As required / needed for planning and coordination, the city will connect SI with engineer throughout the design and implementation process

19. **City Beach Lift Station**
    a. This Lift station is being demolished and replaced with a modern lift station in 2024
    b. Expect to install the same standardized SCADA cabinet in this lift station.
    c. The City of Sandpoint already has an engineer contracted for this lift station. As required / needed for planning and coordination, the city will connect SI with engineer throughout the design and implementation process.

B. Maps / Locations

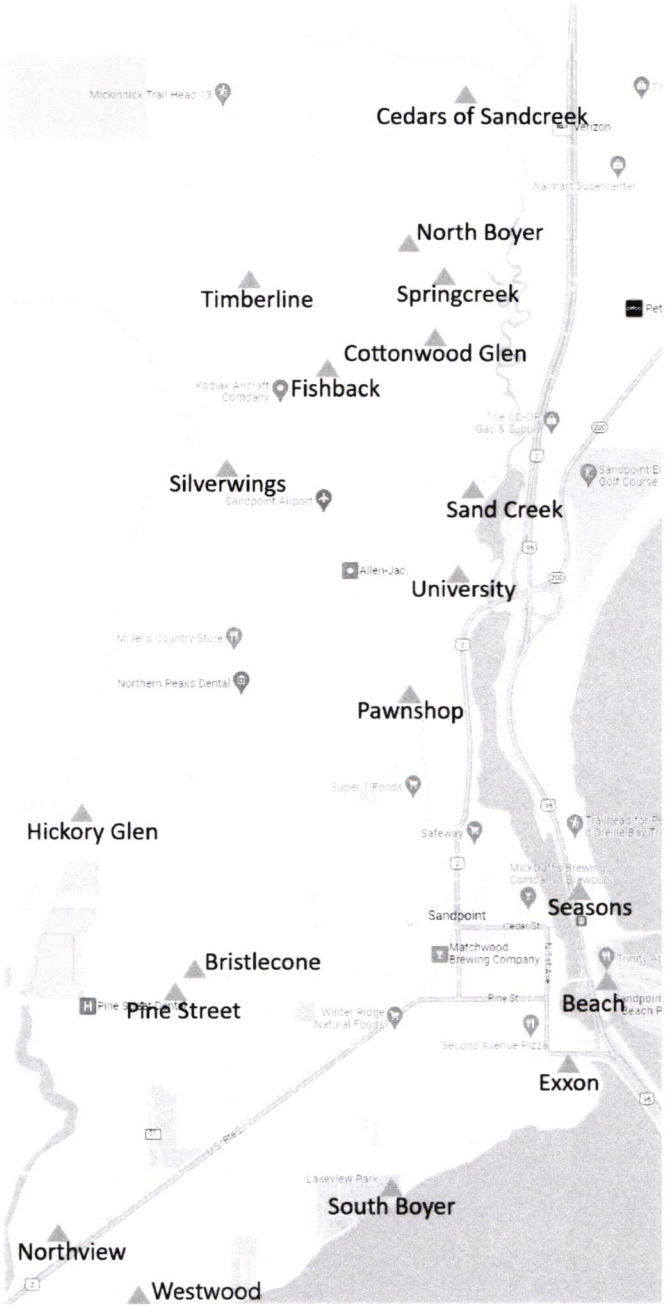
a. **WWTP**



b. **WTP**


BLDG 70
BLDG 60
BLDG 50
BLDG 40
BLDG 30
BLDG 20
BLDG 10
Drinking Water treatment plant

c. **Lift Stations**



Warranty: Labor and material warranty is one year from implementation/turnover for each key deliverable. Example: when a lift station goes live, the warranty period begins on that date.

EXHIBIT B
FEE SCHEDULE

See Attachment A for Fee Breakdown.

Total Agreement Price not to exceed $1,315,525.00. CITY makes no guarantee entire Agreement Price will be expended.

EXHIBIT C
KEY PERSONNEL

CONTRACTOR Project Team Members are as follows:

Matthew Miller – Project Manager
Ronald Brossart – Construction Manager
Branden Piper – Electrical Foreman

EXHIBIT D - BONDS

PERFORMANCE BOND

Contractor Name: **B & E Electric, Inc.** Address *(principal place of bu* **2211 N. Madson Road** **Liberty lake,** **Washington 99019**	**Surety** Name: Address *(principal place of business)*:
Owner Name: City of Sandpoint Mailing address *(principal place of business)*: 1123 Lake St. Sandpoint, Idaho 83864	**Contract** Description *(name and location)*: A24-3400-1 SCADA Upgrades Project Contract Price: **$1,315,525.00** Effective Date of Contract: **March 20, 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: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

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

PAYMENT BOND

Contractor	**Surety**
Name: **B & E Electric, Inc.**	Name:
Address *(principal place of business)*: **2211 N. Madson Road Liberty Lake, Washington 99019**	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Sandpoint**	Description *(name and location)*: A24-3400-1
Mailing address *(principal place of business)*: **1123 Lake St. Sandpoint, ID 83864**	SCADA Upgrades Project
	Contract Price: **$1,315,525.00**
	Effective Date of Contract: **March 20, 2024**

Bond

Bond Amount:

Date of Bond:

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

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

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

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

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
   5.1. Claimants who do not have a direct contract with the Contractor
      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   7.2. Pay or arrange for payment of any undisputed amounts.
   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

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

        16.1.1. The name of the Claimant;

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

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

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

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

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

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

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

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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

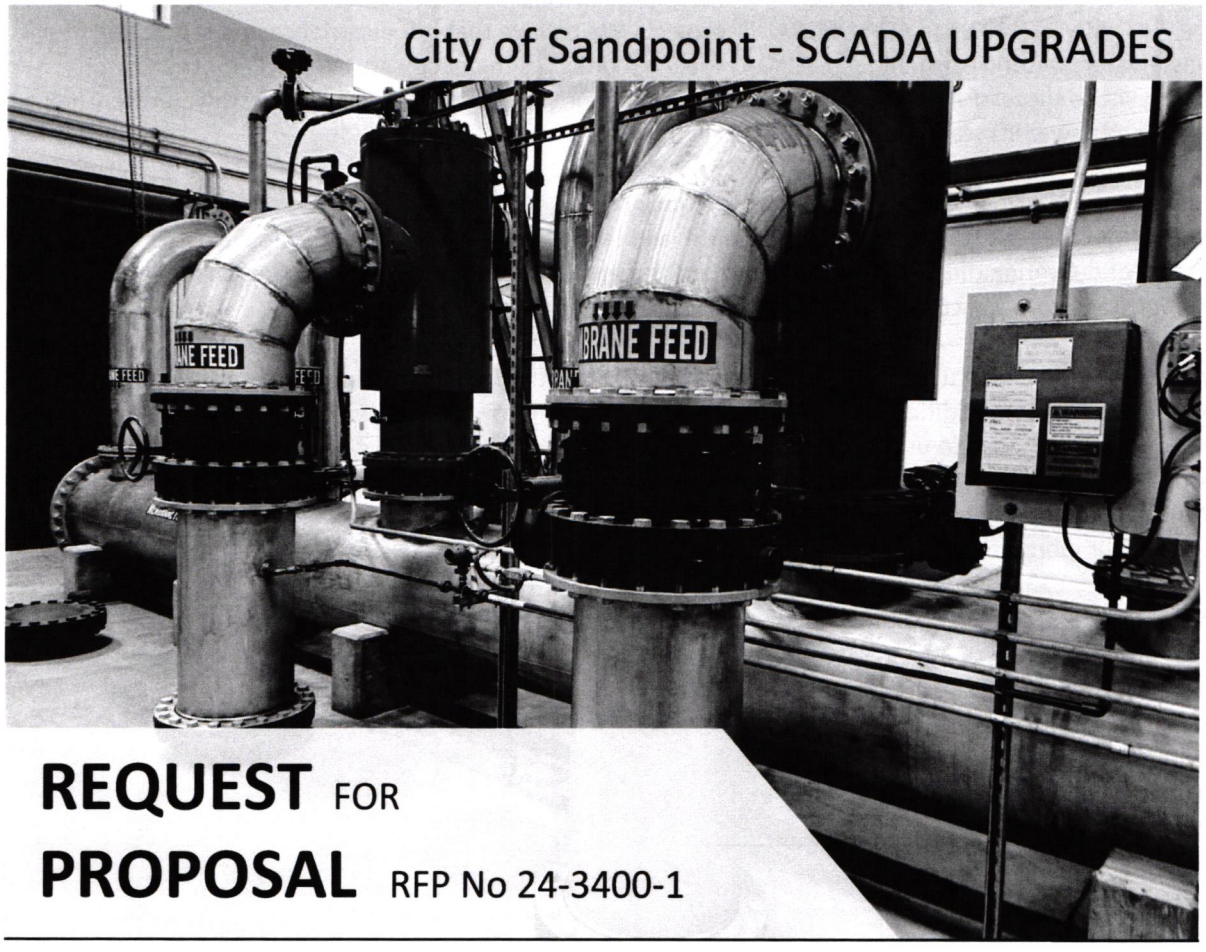
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

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

ATTACHMENT 1 - PROPOSAL

SANDPOINT

B&E ELECTRIC
INDUSTRIAL WATER SPECIALISTS



REQUEST FOR PROPOSAL RFP No 24-3400-1

SUBMITTED TO:

City of Sandpoint, Idaho
Cheryl Hughes
Grants, Contract & Procurement Manager
chughes@sandpointidaho.gov

SUBMITTED BY:

B&E Electric, Inc.
Matt Miller
Project Manager
matt@beelectricinc.com

SANDPOINT

RFP No 24-3400-1

B&E ELECTRIC
INDUSTRIAL WATER SPECIALISTS

To whom it may concern,

B&E Electric is excited to express our interest in a partnership with the City of Sandpoint, specifically for the "RFP NO. 24-3400-1 SCADA UPGRADE" project. We believe that our experience and reputation in the wastewater, water treatment, and SCADA industries provides the necessary expertise for the City of Sandpoint to successfully complete the upgrades on their water treatment plants, wastewater treatment plant, and sewer lift station SCADA systems.

As a renown SCADA integrator, with a proven track record, B&E Electric is one of a few electrical contractors that can truly provide a full-service, and lasting, partnership. Our business has the desired history of delivering the necessary project management, systems design, deployment, and long-term support to ensure a successful and seamless SCADA system upgrade.

In addition to the recently completed projects identified in the RFP submission, our current scope of projects includes an additional 6 SCADA related customer initiatives, all of which are long standing customers that refuse to use any other contractor because of their high-level of trust and satisfaction with our team, our organization, and our dedicated partnerships. We are thrilled with the idea of adding the City of Sandpoint to our long list of customers who depend on us to keep their cities, their businesses, and most importantly, our families supplied with the infrastructure we all depend on.

This letter of interest is authorized by the following representative of B&E Electric, Inc:

Name:	Patrick Oens, President
Email:	patrick@beelectricinc.com
Mobile:	(509) 570-8537
Date:	2/2/2024
Signature:	_____

Primary office location of B&E Electric, Inc:

2211 N. Madson Rd.
Liberty Lake, WA. 99019

B&E Electric, Inc. acknowledges the following addenda(s) for RFP NO. 24-3400-1 SCADA UPGRADES

1. RFP NO. 24-3400-1 SCADA UPGRADES ADDENDUM NO. 1, dated January 24th, 2024
2. RFP NO. 24-3400-1 SCADA UPGRADES ADDENDUM NO. 2, dated January 30th, 2024

City of Sandpoint

SCADA System Upgrade Project

The purpose of this proposal is to provide a solid partnership option for the City of Sandpoint by delivering a robust solution to the city's current state of the overall water treatment plants, wastewater treatment plant, and sewer lift stations SCADA systems. As a renown SCADA integrator, with a very deep and proven track record, B&E Electric is excited to partner with the City of Sandpoint by providing the necessary project management, systems design, deployment, and support to ensure a successful and seamless SCADA system upgrade project.

Business & Staff Qualifications

B&E Electric, Inc. Summary

Since 1984, B&E Electric has been a renowned industrial electrical and controls contractor specializing in water/wastewater treatment plant design, build, implementation, automation, and upgrades. Our expertise with instrumentation and controls, combined with our full-service UL 508A certified control panel shop, sets B&E Electric apart from the typical electrical contractor. Our team is led by highly skilled and experienced electricians, Project Managers, and control panel technicians.

Matthew Miller

- Contact Information:
  - 208-871-3951
  - Matt@beelectricinc.com
- Background:
  - Project Manager, Estimator, Foreman, Control & Instrumentation Tech.
- Qualifications:
  - Journeyman Electrician, 31 years industry experience, 25 years project management, 16 years of SCADA integration
- Certifications:
  - UL 508A
  - Journeyman
- Experience:
  - Native Salmonid Conservation Facility-Usk, Kuna WWTP, Filer WWTP, Nampa WWTP, Boise WWTP, Hailey WWTP, Anheuser Busch WWTP, American falls WWTP, Garden City SCADA Upgrade
- References:

Greg Sattler
Water Reclamation Facility Chief Operator
Liberty Lake WWTP

Bob Ulrich
Capital Project Manager
Honeywell
Spokane

Aaron Roberts
WWTP Operator
Liberty Lake WWTP

gsattler@libertylake.org
509-368-4593

Bob.ulrich@honeywell.com
509-995-8006

aroberts@libertylake.org
509-506-0308

Ronald Brossart

- Contact Information:
- 509-993-1348
- rbrossart@beelectricinc.com
- Background: Construction Manager, Project Manager, I & C Manager
- Qualifications:
    - University of North Dakota – Electrical Engineering
    - Allen Bradley Control Logix Systems
    - Wonderware HMI Software
    - Rockwell Factory Talk-view HMI Software
    - Rockwell Startup & Warranty Extension Certification
- Certifications:
- Master Electrician (Washington and Idaho)
- UL508A
- Experience: Native Salmonid Conservation Facility Usk, Riverside Park Water Reclamation facility-Spokane, Liberty Lake WWTP, Clarkston WWTP, Twin Rivers Burbot/Sturgeon Hatchery, Moab Scada Control System.
- References:

Chris Peterschmidt
Water Systems Engineer
City of Spokane
Riverside Park Water Reclamation Facility
cpeterschmidt@spokanecity.org
509-625-4618 (office)
509-939-7973 (cell)

Grady Weisz
Principal Engineer
Century West Engineering
102 S Euclid Ave, Suite 107
Sandpoint, ID 83864
gweisz@centurywest.com
208-417-2983 (office)

Lars Hendron
Principal Engineer
City of Spokane
Riverside Park Water Reclamation Facility
4401 N Aubrey L White Pkwy
Spokane, WA 99205
509-625-4600 (office)
lhendron@spokanecity.org

Branden Piper

- Contact Information:
    - 509-290-9181
    - bp@beelectricinc.com
- Background:
    - Electrical Foreman, I & C Foreman, Scada programmer, Journeyman electrician.
- Qualifications:
    - Allen Bradley Control, Compact, and MicroLogix Systems

- Rockwell Drive Systems
- Rockwell Factory Talk-view HMI Software
- Rockwell Startup & Warranty Extension Certification
- UL508A

- Certifications:
  - OHSA 30
  - Journeyman Electrician
- Experience:
  - Native Salmonid Conservation Facility Usk, Riverside Park Water Reclamation facility-Spokane, Liberty Lake WWTP, Clarkston WWTF, Twin Rivers Burbot/Sturgeon hatchery, MOAB SCADA Upgrade, Dover Water SCADA upgrade.
- References:

Mike Wade
-Water/Wastewater Manager
-City of Dover, City of Laclede
-Direct contact for all SCADA, I&C, and service work
welderupnorth@gmail.com
208-265-4270 (office)
208-290-1562 (cell)

Sharmon Morris
COO NWParks, LLC.
-Direct contact for all Water/Wastewater Projects and service across WA.
Sharmon@nwparksllc.com
425-864-0721 (cell)

Jose Valenzuela
Hatchery Manager
Kootenai Tribe of Indians
-Direct contact for all I&C, SCADA, Service work.
208-304-5527 (cell)

Management Approach

The overall approach for this project will be giving the City of Sandpoint the most optimal solution while being good stewards of the funds available. B&E Electric is committed to a fiduciary responsibility for the city by keeping the project within the allotted budget by looking for the most cost effective, yet productive solutions, to some of the unique challenges presented during the site walk. B&E Electric will leverage our expertise to standardize the overall project process, resulting in ease of use and minimizing the cost of future growth or repairs.

B&E Electric will be utilizing our long-standing partnership with Rockwell/Allen Bradley by employing their components, software, and expertise throughout the entire project. Our partnership with Rockwell will be a significant advantage for this project, considering that the City of Sandpoint is currently using Rockwell software. This partnership will provide a monetarily efficient, robust, and somewhat seamless transition, especially when we consider some of the hardware swaps for other options within the Rockwell family. This flexibility is also significant when we consider security features that will come with the upgrades, helping to keep the City of Sandpoint safe during the current landscape as it pertains to cyber security and terrorist threats.

The overall project should take into consideration any impact it may have on the community based on the time of year, flow demand, and ability to handle each phase of the project. Additionally, every location and PLC will have a Construction Impact on Plant Operations (CIPO) form filed. The CIPO will be a collaborative approach with the City of Sandpoint, plant operators, and B&E Electric. This joint approach will help ensure that all risks are identified, and proper contingency plans are in place, before any work begins. The CIPO process also ensures a successful swap of any PLC, or Software upgrades prior to installation of any component. An additional stop gap measure will be to ensure all control panels, PLC's, and Software Conversions are FAT tested prior to arriving onsite. This FAT testing will take place at B&E Electric's UL 508A lab, in Liberty Lake WA.

As we consider the phases of the project, the initial, and most critical, will be the discovery phase. As identified during the site walk, there are a decent number of unknowns. At a high-level, our discovery phase will include the following:

1. Obtain all spec sheets, O+M's, drawings.
2. Upload and archive existing PLC programs/SCADA and Clients.
3. Network mapping, IP logging, routing.
4. Verify I/O at each PLC location.
5. Verify site to site communication and speed requirements for data transfer.
6. Determine final size, and necessary features, of control cabinets for lift stations to meet standardization requirements.
7. Rockwell Software audit – Consolidate licensing and remove unnecessary programs/licensing and costs

The next phase of the project will be to partner with the City of Sandpoint to design the necessary communications between PLC's and site-site, based on the City of Sandpoint's input. A key component of this phase will be the redundant communication options to avoid communication failures. In parallel to the communication design process, the control drawings and control panel drawings will be underway. The design process will leverage CAD for all drawings. The control panels will all be built at B&E Electric's UL 508A shop in Liberty Lake WA.

The next step will include identifying and confirming availability of all materials, flow demand, and driving to a finalized project timeline with all key stakeholders. Weekly project meetings, along with status reports, will be stood up as a necessary part of our overall success. These weekly meetings, and status reports, will be instrumental in driving our overall success of this project. Key stakeholders from the City of Sandpoint, Plant Operations, and B&E Electric will be in attendance at all of these meetings.

The project team will use Procore to manage the overall project. Procore is an online software platform, used across countless industries, that enables the team to share large files, track job progress, view submittals and O+M's, monitor key milestones, schedule concerns,

resource allocation, financials/budget tracking, and communications. This software will enable all key stakeholders the ability to view the project status 24/7, from anywhere.

Related Project Experience

Native Salmonid Conservation Facility (Usk, WA) 2023

This facility is intended to help recover the Cut-Throat population of the Pend O'reille river, through the use of ground and surface water sources, in conjunction with various levels of water treatment. B&E Electric was responsible for programming and implementing a complete SCADA system. This included fiber and copper network installation and certification with redundant self-healing DLR Network topology.

- Ron – General Foreman, SCADA developer
- Branden – Foreman, SCADA integrator
- Matt – Project Manager

Riverside Park Water Reclamation Facility NLT Project (Spokane, WA) 2022

B&E Electric is part of the Joint Venture managing Spokane's largest construction project and serves as its primary electrical and controls contractor. The project is a major plant upgrade, including plant-wide SCADA controls upgrades and a new membrane filtration system that is designed to treat an average wastewater flow of 50 million gallons a day.

- Ron – General Foreman, Electrical and I & C Coordinator
- Branden – Foreman, Electrical and I & C Installation

Liberty Lake Wastewater Treatment Plant (Liberty Lake, WA) 2023

Instrumentation upgrade, including flow meters and level transducers.

- Branden – Foreman, SCADA integrator
- Matt – Project Manager

Town of Ione Water System Treatment Improvements (Ione, WA) 2023

This project included a new headworks facility with screening and a septage dumping station, as well as new aerators. Our improved design allowed the owner to benefit from the ability to upload values from the septage control system. SCADA and instrumentation service, to include troubleshooting and repair, of the Freshwater Treatment Facility.

- Branden – Foreman, SCADA integrator

Lapwai Valley Regional Wastewater Facility (Lapwai, ID) 2023
This facility was a lagoon treatment system that was converted into a new immersed membrane water treatment system for the city. In this complete build of a brand new plant, we performed extensive control work to facilitate the installation of the membrane system.

- Ron – Electrical & I & C Foreman.

City of Dover Wastewater Treatment Plant (Dover, ID) 2023
We negotiated this immersed membrane facility provided by GE Water Systems, helping the city to achieve its goal well within budget. We implemented the control systems for this project. WWTP SCADA upgrade included firmware and communication components. WTP enhancements included PLC replacement, HMI development, and instrumentation upgrades. Server side implementation for data logging and alarming.

- Ron – General Foreman, SCADA Manager
- Branden – Foreman, SCADA integrator

Twin Rivers Burbot / Sturgeon Hatchery (Kootenai Tribe, Bonners Ferry, ID) 2024
SCADA upgrade that included new HMI stations, new drives, pump controls, and software/firmware upgrades.

- Ron – General Foreman, Electrical & I & C.

- Branden – Foreman, SCADA integrator

MOAB irrigation district (Newman Lake, WA) 2023
SCADA upgrade for ground well.

- Ron – General Foreman, Electrical & I & C.

- Branden – Foreman, SCADA integrator

Columbia Sun (Kennewick, WA) 2023
Complete SCADA replacement that included upgrading of instrumentation, hardware, and software.

- Branden – Project Manager, Foreman, SCADA integrator & developer

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EXHIBIT A
PRICE FORM

PRICE RECIPIENT

This Price is submitted to:

City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

The undersigned Respondent proposes and agrees, if this Price is accepted, to enter into a Professional Services Agreement with City in the form as outlined in this Request for proposals in Attachment A, Sample Agreement to perform all Work as specified or indicated in the Request for Proposals for the prices and within the times indicated in this Price and in accordance with the other terms and conditions of the Request for Proposals.

RESPONDENT'S ACKNOWLEDGEMENTS

Respondent accepts all of the terms and conditions of the Request for Proposals No. 24-3400-1. This Price will remain subject to acceptance for 30 days after the Price opening, or for such longer period of time that Respondent may agree to in writing upon request of City.

RESPONDENT'S REPRESENTATIONS

In submitting this Price, Respondent represents that:

Respondent has examined and carefully studied the Request for Proposals, other related data identified in the Request for Proposals, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No.1	January 24, 2024
Addendum No. 2	January 30, 2024

Respondent is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Respondent has considered the information known to Respondent; information commonly known to Vendors doing business in the locality of the Site;; the Request for Proposals; and the Site-related reports and drawings identified in the Request for Proposals, 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 process to be employed by Respondent, including applying the specific means, methods, techniques, sequences, and

procedures of process expressly required by the Request for Proposals; and (3) Respondent's safety precautions and programs.

Based on the information and observations referred to in Paragraph 3.01.D above, Respondent does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary

for the determination of this Price for performance of the Work at the price(s) and within the times required, and in accordance with the other terms and conditions of the Request for Proposals.

Respondent is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Request for Proposals.

Respondent has given City written notice of all conflicts, errors, ambiguities, and discrepancies that Respondent has discovered in the Request for Proposals, and the written resolution thereof by City is acceptable to Respondent and Respondent has included all necessary assumptions in the Proposal.

The Request for Proposals are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Price is submitted.

RESPONDENT'S CERTIFICATION

Respondent certifies that:

This Price 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 Purchase Agreement or rules of any group, association, organization, or corporation;

Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false Price;

Respondent has not solicited or induced any individual or entity to refrain from proposing; and

Respondent has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Purchase Agreement. For the purposes of this Paragraph 4.01.D:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Proposing process;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposing process to the detriment of City, (b) to establish Price prices at artificial noncompetitive levels, or (c) to deprive City of the benefits of free and open competition;

"collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of City, a purpose of which is to establish prices at artificial, noncompetitive levels; and

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Proposing process or affect the execution of the Purchase Agreement.

BASIS OF PRICE

Respondent provide a functionally complete Project in accordance with the Request for Proposals for the following Not to exceed price:

$ 1,296,505 NOT TO EXCEED

RESPONDENT SHALL SUBMIT HOURLY FEE SCHEDULE WITH THIS PROPOSAL INCLUDING ANY ASSUMPTIONS

TIME OF COMPLETION

Respondent agrees to deliver the Project in accordance with the Request for Proposals.

PRICE SUBMITTAL

6.01 This Price is submitted by:

Corporation Name: B&E Electric

State c ashington
Type ((ofessional, Service, Limited Liability): Corporation

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Patrick Oens

Title: President

(CORPORATE SEAL)

Attest _____

Respondent's Business Address: 2211 N. Madson Rd. Liberty Lake, WA 99019

Phone No: 509-927-9350

E-mail: info@beelectricinc.com

SUBMITTED on February 6, 2024.

SANDPOINT MATERIAL

WASTEWATER

Location	Material	Labor
LCP-1		
	$10,257.82	$11,662.00
LCP-3		
	$10,909.69	$11,662.00
LCP-4		
	$8,820.27	$11,662.00
LCP-6		
	$11,322.77	$11,662.00
LCP-8		
	$8,755.72	$11,662.00
LCP-9		
	$8,507.24	$11,662.00
LCP-10		
	$7,357.75	$11,662.00
BAND SCREEN		
	$10,538.81	$11,662.00
ROTARY SCREEN		
	$1,659.22	$11,662.00
SPARES		
	$2,773.34	
Wastewater System Grand Totals:	Material	Labor
	$80,902.63	$104,958.00

WATER TREATMENT

Location	Material	Labor
BUILDING 10		
	$7,709.76	$3,332.00
BUILDING 30		
	$6,622.62	$3,332.00
SAND CREEK		
	$27,185.88	$11,328.80
WOODLAND BOOSTER		
	$1,303.15	$11,328.80
SPARES		
	$11,846.06	
Water System Grand Totals:	Material	Labor
	$54,667.47	$29,321

LIFT STATIONS

Description	Ext Net	Labor
SANDCREEK		
	$33,059.22	$3,998.40
COTTONWOOD		
	$31,750.22	$3,998.40
SPRINGCREEK		
	$31,750.22	$3,998.40
CEDARS		
	$31,750.22	$3,998.40
NORTH BOYER		
	$33,654.22	$3,998.40
TIMBERLINE		
	$31,750.22	$3,998.40
FISHBACK		
	$31,750.22	$3,998.40
SILVERWINGS		
	$33,059.22	$3,998.40
HICKORY GLEN		
	$33,059.22	$3,998.40
BRISTLE CONE		
	$31,750.22	$3,998.40
PINE STREET		
	$31,750.22	$3,998.40
NORTHVIEW		
	$31,750.22	$3,998.40
WESTWOOD		
	$31,750.22	$3,998.40
SOUTH BOYER		
	$37,058.15	$4,664.80
SEASONS		
	$33,059.22	$3,998.40
PAWNSHOP		
	$33,059.22	$3,998.40
UNIVERSITY		
	$31,750.22	$3,998.40
EXXON		
	$33,654.22	$3,998.40
CITY BEACH		
	$33,654.22	$3,998.40
PROGRAMMING/ADMIN		
		$27,655.60
SPARES		
	$1,983.73	
Lift Station Grand Totals:	Material	Labor
	$622,802.90	$104,291.60

SOFTWARE

	Material	Labor
Software Grand Total:	Material	Labor
	$96,824.35	$153,272.00

ADMINISTRATION

	Admin
Administration Grand Total:	Admin
	$68,484.00

AGENDA REPORT

City Council Meeting

TODAY'S DATE: June 13, 2024
MEETING DATE: June 20, 2024
TO: Mayor and City Council
FROM: Jason Welker, Community Planning & Development Director
SUBJECT: Fifth Amendment to Professional Services Agreement with Logan Simpson Design, Inc., for Sandpoint Comprehensive Plan Update (City Agreement 109-440) – ***action item***

DESCRIPTION/BACKGROUND:

In September 2019, the City entered into a contract with Logan Simpson Design, Inc., to oversee the development and public engagement around the update to the City's 2009 Comprehensive Plan. Between 2019 and 2023, Logan Simpson facilitated 23 public engagement opportunities, workshops, and presentations to the Planning & Zoning Commission and City Council. Since January, the City has held three additional combined workshops with P&Z and City Council and, in the last several weeks, City staff has collected and organized final recommended edits from elected officials into a document to provide to Logan Simpson for implementation into a final draft, which staff intends to bring to a public hearing and for adoption consideration at the July 17, 2024, City Council meeting.

The current request is to amend the contract with Logan Simpson, extending its duration through July 31, 2024, and increasing the maximum not-to-exceed amount by $3,000 to a total of $138,600, which will cover the costs of implementing the final edits and preparing the Comp Plan for its public hearing and adoption.

STAFF RECOMMENDATION:

Staff recommends that Council approve the Resolution for the Fifth Amendment to Agreement 109-440 with Logan Simpson in order to increase the maximum not-to-exceed amount of their agreement to $138,600 and extend the term of the agreement through July 31, 2024.

ACTION:

Motion to approve the Resolution for the Fifth Amendment to Agreement 109-440 with Logan Simpson increasing the maximum not-to-exceed amount to $138,600 and extending the term of the agreement through July 31, 2024.

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

ATTACHMENTS:

Proposed Resolution

Fifth Amendment to Professional Services Agreement with Logan Simpson Design, Inc., for Sandpoint Comprehensive Plan Update

Copies of the original executed Agreement and executed amendments

No: 24-
Date: June 20, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH LOGAN SIMPSON DESIGN, INC., FOR SANDPOINT COMPREHENSIVE PLAN UPDATE

WHEREAS: In September 2019, the City entered into a contract with Logan Simpson Design, Inc., to oversee the development and public engagement for the update to the City's 2009 Comprehensive Plan;

WHEREAS: Between 2019 and 2023, Logan Simpson facilitated 23 public engagement opportunities and workshops and presentations to the Planning & Zoning Commission and City Council;

WHEREAS: Since January 2024, the City Council and the P&Z Commission have held three additional joint work sessions;

WHEREAS: Over the past several weeks, City staff has collected final recommended edits from the City's elected officials and organized them into a document to provide to Logan Simpson for implementation into a final draft of the Plan, which staff intends to bring to a public hearing and for adoption consideration at the July 17, 2024, City Council meeting; and

WHEREAS: At this time, staff recommends an amendment to the contract with Logan Simpson in order to extend the term of the contract through July 31, 2024, and increase the total contract amount to $138,600, reflecting an additional $3,000, which will cover the costs of implementing the final edits and preparing the Comprehensive Plan for its public hearing and adoption.

NOW, THEREFORE, BE IT 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 authorized designee has approval to execute the amendment to the agreement outlined above, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

DocuSign Envelope ID: C7185594-81EA-4947-A91E-E717539291FE

City of Sandpoint

1123 Lake Street
Sandpoint, Idaho 83864

AGREEMENT 109-440
FIFTH AMENDMENT

Date: June 20, 2024

Agreement Title:	**Agreement for Professional Services**
Agreement Execution Date:	**September 18, 2019**
Division/Section:	**Infrastructure & Development Services**
Consultant:	**Logan Simpson Design, Inc.**
Consultant Address:	**213 Linden Street, Fort Collins, Colorado 80524**

This Fifth Amendment to Agreement 109-440 shall become part of the original Agreement.

Summary: Modify the completion date and not to exceed Agreement amount.

A. **Section 1.03 – Times for Rendering Services,** shall be amended as follows:

1) Furnish the complete, Final Comprehensive Plan and supporting files no later than July 31, 2024.

B. **Section 4.03(3) – Payment for Basic Services,** shall be amended to increase the not to exceed amount $3,000 for a revised not to exceed amount of $138,600.

C. **Exhibit B – Fee Schedule,** shall be amended to increase the not to exceed amount to $138,600.

The City of Sandpoint and Consultant hereby agree to amend and/or modify the above referenced Agreement as set forth herein.

City of Sandpoint

_____

Jeremy Grimm Date
Mayor

Logan Simpson Design, Inc.

DocuSigned by:
Miriam McGilvray 6/7/2024
00E03978F545424...

Miriam McGilvray Date

Senior Associate

AGREEMENT
BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **09/18/2019** ("Effective Date") between **City of Sandpoint** ("Owner") and **Logan Simpson** Design, Inc ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **2020 Comprehensive Plan Update** ("Project").

Consultant's services under this Agreement are generally identified as follows: **Long range planning and visioning services in support of a Sandpoint Comprehensive Plan Update** to help guide decision making by local officials and provide for a 20-year vision by and for the community ("Services").

Other terms used in this Agreement are defined in Article 7.

Owner and Consultant further agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 *Scope*

A. Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall pay Consultant as set forth in Article 4 and Appendix 1.

B. Owner shall furnish to Consultant all existing studies, reports, and other available information pertinent to the Consultant's performance of the Services, including reports and data relative to previous planning efforts.

C. Owner shall advise Consultant of the identity and scope of services of any independent consultants retained by Owner to perform or furnish services pertinent to the Services.

D. Owner shall arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under the Agreement.

E. Owner shall inform Consultant in writing of any specific requirements of safety or security programs that are applicable to Consultant, as a visitor to any Site under study.

F. Owner shall examine all alternative solutions, studies, reports, sketches, proposals, and other documents presented by Consultant (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

G. Recognizing and acknowledging that Consultant's services and expertise do not include the following services, Owner shall provide, as required for Consultant performance of its Services:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued

by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, or Consultant reasonably requests.

H. Owner shall give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Consultant's services;

2. the presence of any Constituent of Concern at any Site; or

3. any relevant, material defect or nonconformance in Consultant's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Consultant is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article and Appendix 1. Consultant shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Consultant and then to principal.

B. *Failure to Pay:* If Owner fails to make payments due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then:

1. amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Consultant may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may

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withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

4.03 *Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses) and Additional Services*

A. Using the procedures set forth in this Article, Owner shall pay Consultant for Basic Services as follows:

1. An amount equal to the cumulative hours charged to the Basic Services by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Consultant's subconsultants' charges, if any.

2. Consultant's standard hourly rates and reimbursable expenses schedule are set forth in Appendix 1.

3. The total compensation for Basic Services and reimbursable expenses shall not exceed $98,100 for this Project.

B. For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged to providing the Additional Services by each class of Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Consultant's subconsultants' charges, if any.

ARTICLE 5 – OPINIONS OF COST – NOT USED

ARTICLE 6 – GENERAL CONSIDERATIONS

6.03 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Consultant may retain such Consultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Consultant and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Owner agrees not to

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make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such document.

F. Consultant shall not have any professional engineering, architectural, landscape architecture, construction management, professional land surveying, or public works construction duties under this Agreement.

G. Consultant is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

H. Consultant's services do not include providing legal advice or representation.

I. Consultant's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

6.04 *Use of Documents*

A. All Documents are instruments of service, and Owner shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Owner) whether or not the Services or the Project is completed.

6.05 *Electronic Transmittals*

A. Owner and Consultant may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Consultant shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items 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 items, or from those established in applicable transmittal protocols.

6.06 *Insurance*

A. Consultant will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request with City of Sandpoint named as Additional insured.

1. Worker's Compensation: Statutory limits in accordance with the State of Idaho
2. Automobile Bodily Injury and Property Damage Liability: $1,000,000 each occurrence
3. Professional Liability: Errors and Omissions: $1,000,000
4. Comprehensive Commercial General Liability: $1,000,000 per occurrence/ $2,000,000 aggregate

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6.07 *Termination*

A. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Consultant:

1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or

2) upon seven days written notice if the Consultant's services are delayed for more than 90 days for reasons beyond Consultant's control.

c. Consultant shall have no liability to Owner on account of a termination for cause by Consultant.

2. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.05.A.1.a or 6.05.A.1.b.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

B. *Termination for Convenience:* Owner may terminate the Agreement for Owner's convenience effective upon the Consultant's receipt of written notice from Owner.

C. The terminating party under Paragraphs 6.05.A or 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. In the event of any termination under Paragraph 6.05, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

E. In the event of termination by Owner for convenience, or by Consultant for cause, Consultant shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Article 4 and Appendix 1.

6.08 *Controlling Law*

A. This Agreement is to be governed by the State of Idaho.

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6.09 *Successors, Assigns, and Beneficiaries*

A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party. Any and all Documents prepared by Consultant, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Consultant.

6.10 *Dispute Resolution*

A. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.11 *Environmental Condition of Site – Not Used*

6.12 *Indemnification and Mutual Waiver*

A. *Indemnification by Consultant:* To the fullest extent permitted by Laws and Regulations, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages and judgments (including reasonable consultants' and attorneys' fees) arising from third-party claims or actions relating to the Agreement, the Services, or the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or Consultants.

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.

In addition, to the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, Consultants, and employees from reasonable claims, costs, losses, and damages arising out of or

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relating to the Services, the Agreement, or the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to the Project.]

C. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Consultant, and all other negligent entities and individuals.

E. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Agreement, the Services, or the Project, from any cause or causes.

6.13 *Limitation of Consultant's Liability*

A. To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Services this Agreement, or the Project from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of $100,000 or the total compensation paid to Consultant under this Agreement, whichever is greater.

6.14 *Records Retention*

A. Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Owner's request, Consultant shall provide a copy of any such item to Owner at cost.

6.15 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall

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continue to be valid and binding upon Owner and Consultant, which agree that the Agreement shall 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.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence no later than the date of completion of the Services.

ARTICLE 7 – DEFINITIONS

7.03 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

1. *Additional Services*—The services to be performed for or furnished to Owner by Consultant in accordance with Part 2 of Exhibit A of this Agreement.

2. *Agreement*—This written contract for study and report professional services between Owner and Consultant, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

3. *Basic Services*—The services to be performed for or furnished to Owner by Consultant in accordance with Part 1 of Exhibit A of this Agreement.

4. *Consultants*—Individuals or entities having a contract with Consultant to furnish services with respect to this Agreement as Consultant's independent professional associates and consultants; subcontractors; or vendors.

5. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Consultant to Owner pursuant to this Agreement.

6. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

7. *Consultant*—The individual or entity named as such in this Agreement.

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

9. *Owner*—The individual or entity with which Consultant has entered into this Agreement and for which Consultant's services are to be performed.

10. *Project*—The total undertaking to be accomplished for Owner by Consultants, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed or furnished by Consultant under this Agreement are a part.

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ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.03 *Exhibits Included*

A. Exhibit A, Consultant's Services.

B. Exhibit B, Standard Hourly Rates and Reimbursable Expenses Fee Schedule

C. Exhibit C, Consultant Schedule

8.04 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.05 *Designated Representatives*

A. With the execution of this Agreement, Consultant and Owner shall designate specific individuals to act as Consultant's and Owner's representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

8.06 *Consultant's Certifications*

A. Consultant certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

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 selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF SANDPOINT

By: [signature]
Print name: Shelby Rognstad
Title: MAYOR
Date Signed: 10/4/19

Address for Owner's receipt of notices:
1123 Lake Street
Sandpoint, Idaho 83864

Designated Representative (Paragraph 8.03.A):
Aaron Qualls, AICP
Title: Planning and Community Development Director
Phone Number: (208) 255-1738
E-Mail Address: aqualls@sandpointidaho.gov

Consultant: LOGAN SIMPSON DESIGN, INC.

By: [signature]
Print name: Bruce Meighen
Title: Principal
Date Signed: 09/23/19

Address for Consultant's receipt of notices:
213 Linden Street
Fort Collins, Colorado 80524

Designated Representative (Paragraph 8.03.A):
Bruce Meighen, AICP
Title: Principal
Phone Number: (970) 449-4100 ext. 4802
E-Mail Address: bmeighen@logansimpson.com

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Services, referred to in and part of the Agreement between Owner and Consultant for Study and Report Professional Services dated September 18, 2019.

Consultant's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

Consultant shall provide Basic Services and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Services*

A. Consultant shall commit the following Key Individuals to perform the Services, any substitutions must be pre-approved by the Owner and failure to obtain approval may result in terms for terminating this Agreement: Bruce Meighen, Miriam McGilvray, Megan Moore, Kristy Bruce.

B. Consultant shall consider and address the following performance criteria when providing Services and associated Tasks:

1. Collaborate with a broad array of community stakeholders, organizations, public agencies, citizen advisory committees, elected officials and City staff. Outreach—in concert with the City—shall be broad, multi-faceted and inclusive; and shall welcome all members of the community to participate regardless of race, color, gender, age, ability, socioeconomic status, sex, sexual orientation, gender identity/expression or any other status or identity.

2. Deliverables shall be accessible and easy to understand for a broad array of community members and contain clear and concise vision statement(s), goals, objectives and action items. Final deliverables must also be easy to edit and reproduce while incorporating high quality design and visual aids.

3. Engage with various project leads for all relevant local and regional plans, whether completed, pending, or underway.

4. Provide detailed data and analysis addressing existing as well as projected community conditions including population, demographics, land use, housing, commute trends, public services, community health, hazardous areas, local and regional economics, workforce projection, recreation and fiscal sustainability. Additionally, all other data and analysis pertaining to required and supplemental plan components shall be provided.

5. Provide a robust public outreach strategy detailing methods and timelines. The strategy shall be inclusive and broad in reach, ensuring that all affected stakeholders

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are provided an opportunity to be heard and provide input. The City encourages creativity in the Consultant's approach for public engagement.

6. Through implementation of a mutually agreed upon public outreach strategy, assist in leading a community visioning process.

7. Where applicable, clear, concise and attainable goals and objectives shall be updated as they pertain to each resulting plan component and based upon community preferences. New and refined goals and objectives established should be easy to discern and reproduce for inclusion into various City documents.

8. Provide a clear, concise vision statement—drawing from community feedback, data, other City master plans and strategic plan, and in alignment with State requirements.

9. Provide a revised vision for future growth areas of the City, based upon community feedback and the viability of the provision of public services. The existing data and plans including, but not limited to the City's water, wastewater and transportation/multimodal system master plans will inform the Comprehensive Plan Update and be completed in a cohesive, collaborative manner. Advise on future growth patterns as it relates to fiscal sustainability and the preservation of community character and quality of life.

10. Provide guidance and recommendations to City officials and staff related to possible modifications to the Sandpoint Area of City Impact (ACI); the City is currently engaged in discussions with Bonner County and adjacent jurisdictions regarding the ACI.

11. Implementation
    A well-defined implementation component is essential. The resulting Plan update must contain clear and attainable actionable items, timelines, and responsibilities that should be prioritized in order that the City may implement the resulting goals and objectives of the Plan.

12. All elements per Idaho Code §67-6508 shall be included in the final Plan Update.

    a. AIRPORT: The Consultant team will be expected to help guide planning and ultimate adoption of a Sandpoint Airport component amendment of the Comprehensive Plan in accordance with Idaho Code §67-6508 (q) and in consideration of surrounding land use compatibility. The Consultant team will assist in developing an analysis of the Sandpoint Airport: Additionally, the Consultant will be expected to advise on surrounding airport land use compatibility as it pertains to noise, hazards to air navigation and surrounding uses that affect health and safety. Consultant shall include a plan to engage with the FAA, Idaho Transportation Division of Aeronautics, the Airport Manager, the Sandpoint Airport Advisory Board, the local aerospace industry, other airport stakeholders, surrounding property owners and the community at

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large. **The Airport Component of the Plan is a top priority and shall be completed and presented to City Council for adoption, as an interim Plan Update, no later than December of 2019.**

b. AGRICULTURE: The plan shall incorporate, as required by Idaho Code, an analysis of the agricultural base of the area including agricultural lands, farming activities, farming-related businesses and the role of agriculture and agricultural uses in the community.

c. HAZARD AREAS: In context of the required Hazardous Areas Component, the resulting plan update should contain specific reference to the threat of wildfires in the area and how this threat applies to future growth areas and the ACI. Existing brownfield sites should also be identified and referenced in the final plan along with recommendations for preserving and/or increasing water quality.

d. TRANSPORTATION: The pending transportation and multimodal system plan shall inform and be informed by the Comprehensive Plan update. The Consultant team shall advise on future needs, taking into consideration emerging technologies and trends. Involvement by the Idaho Transportation Department, local organizations, the business community and the railroads is key to a successful outcome of this plan component.

e. SCHOOL FACILITIES AND EDUCATION: The resulting plan shall include required elements for school facilities. Additionally, existing and future needs of workforce education as it pertains to various economic sectors shall be addressed. Recommendations thereto shall be based on feedback from various local employers, employees and be supported by appropriate data sources.

f. ECONOMIC DEVELOPMENT: This component of the plan shall cover existing conditions, maps of targeted areas for redevelopment and advise on infrastructure and programmatic needs including, but not limited to the provision of high speed internet, workforce training, water and wastewater service, brownfield remediation, roads & pathways, and/or any other identified barriers to maintaining or creating jobs that provide a living wage for community residents. This section should also take into consideration the broader region and explore opportunities for regional partnerships.

g. COMMUNITY HEALTH: The plan shall make reference to community health and how it relates to other plan elements such as, but not limited to transportation, land use and hazardous areas.

h. HOUSING: The Consultant will inform and be informed by the City of Sandpoint's pending housing assessment. Current housing data and projections shall be updated, and particular emphasis shall be given to workforce housing needs.

i. HISTORIC PRESERVATION / PUBLIC ARTS & CULTURE / URBAN DESIGN: The plan shall contain a robust analysis of existing conditions and recommendations

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pertaining to historic preservation, public arts and culture as well as urban design. These elements shall inform how Sandpoint may maintain, continue and enhance aspects of the built environment that help the City differentiate itself from other communities. The Consultant may be engaging with the Sandpoint Historic Commission and the Sandpoint Arts Commission and Arts & Culture Master Plan Advisory Committee for feedback pertaining to historic preservation and arts and culture.

A1.02 *Tasks and Deliverables*

1. TASK 1: Initiation and Project Management

    a. Analyze current and recent master planning efforts, demographics, population projections, land uses, and other relevant data, trends, and governing codes.

    b. Review current Comprehensive Plan and recent P&Z meeting minutes.

    c. Coordinate and lead an initiation meeting with Owner to review schedule, approach, and further define outcomes.

    d. Provide management activities including general coordination and ensuring scope, schedule, quality, and budget are effectively managed to meet the terms of the Agreement.

    TASK 1: MEETINGS & DELIVERABLES

    1. **Owner Meeting #1 (agenda, materials, facilitation, and summary) - Sept 2019**
    2. **Bi-Weekly Project Status Conference Calls - Sept 2019 thru Sept 2020**
    3. **Project schedule/communication protocols - Sept 2020**
    4. **Summary Report of project goals, issues, and opportunities - Oct 2020**
    5. **Initial Plan branding options - Oct 2020**
    6. **Airport Stakeholder list and invitation to participate - Sept 2020**
    7. **Airport schedule - Sept 2020**
    8. **Airport preliminary summary of goals, issues, and opportunities - Oct 2020**

2. TASK 2: Community Engagement Plan (CEP)

    a. Prepare an outline of the public outreach goals, activities, venues, and team responsibilities.

    b. Establish branding for the project.

    c. Outline anticipated media to be utilized for notification and logistics, responsibilities, and deadlines.

    d. Outline approach to engage Sandpoint's boards, commissions, and stakeholder groups including, but not limited to the Planning and Zoning Commission, Historic

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Commission, Arts Commission, Sandpoint Airport Board, Airport Stakeholders, local / regional organizations and agencies, the Sandpoint City Council and any focus groups or committees established for the comprehensive plan update.

e. Identify all online channels and engagement methods for public outreach, including through web pages, interactive text polling, social media and digital surveys/questionnaires in coordination with city staff.
f. Create a comment database template for presentation to decision makers.

TASK 2: MEETINGS & DELIVERABLES

1. **Community Engagement Plan (CEP) - Oct 2019**
2. **Project branding: name, logo, and key messages - Oct 2019**
3. **Draft list of all identified stakeholder groups, boards, commissions, agencies and organizations targeted for outreach - Oct 2019**
4. **Draft Community Engagement Schedule - Oct 2019**
5. **Draft initial website content for incorporating into sandpointidaho.gov - Oct 2019**
6. **Draft initial social media content - Oct 2019**

3. TASK 3: Kickoff Events

a. Facilitate a kickoff community event to introduce the plan, highlight different forms of outreach and feedback options and pose initial questions regarding values, key issues, opportunities, challenges and an airport specific vision.

b. Facilitate subsequent events as identified in the CEP.

c. Conduct identified stakeholder and city staff interviews.

TASK 3: MEETINGS & DELIVERABLES

1. **Owner Meeting #2 (agenda, materials, facilitation, and summary) - Oct 2019**
2. **Stakeholder interviews agenda, notification, facilitation, and summary - Oct 2019**
3. **Public Event #1 notification materials, meeting plan, materials and displays, facilitation, and summary - Oct 2019**
4. **Online Questionnaire #1 setup, website, and social media notification materials, analysis, and summary - Oct 2019**
5. **Advisory Committee Meeting #1 agenda, materials, facilitation, and summary OR as otherwise identified in the CEP - Oct 2019**
6. ***Airport stakeholder interviews, facilitation and summary - Oct 2019***

4. TASK 4: Existing Conditions and Trends Analysis

a. Research and synthesize baseline conditions (both qualitative based on initial community feedback and quantitative) for all anticipated plan elements

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incorporating data from the City, Bonner County, US Census, Idaho Department of Transportation, Lake Pend Oreille School District, Sandpoint Urban Renewal Agency, FEMA, HUD, Idaho Department of Labor, and other relevant sources.

b. Summarize data and findings and incorporate into infographics showing baseline conditions for display and propagation to the community that are easy to understand

TASK 4: MEETINGS & DELIVERABLES

1. **Data request and data compilation - Nov 2019**
2. **Draft and final existing conditions snapshots (2-3 pages for each element to include narrative description; associated map; key stats; description of affecting trends; and supporting imagery) - Nov 2019**
3. **Phase 1 briefing packet and PowerPoint - Nov 2019**
4. ***Data request and compilation of relevant surrounding airport land use, zoning, airport facility and environmental/hazard or nuisance data - Oct 2019***
5. ***Draft and final Airport existing conditions snapshot (2-3 pages to include narrative description; associated map; key stats; description of affecting trends; and supporting imagery) - Oct 2019***
6. ***Summary of key Airport related issues, opportunities, and values - Oct 2019***

5. TASK 5: Visioning Events

a. Engage community to draft a clear, concise vision that illustrates and represents what has been expressed by the citizens, staff, and elected officials.

b. Engage the community to review the City's current direction as embodied in the Comprehensive Plan goals and other relevant city master plans.

TASK 5: MEETINGS & DELIVERABLES

1. **Owner meeting #3 agenda, materials, facilitation, and summary - Nov 2019**
2. **Public Event #2 notification materials, meeting plan, materials and displays, facilitation, and summary - Nov 2019**
3. **Online Questionnaire #2 setup, website, and social media notification materials, analysis, and summary - Nov 2019**
4. **Draft and final vision document (including vision statement, associated values, and a Vision Map) - Nov 2019**
5. **Preliminary goals and opportunities - Nov 2019**
6. **Advisory Committee Meeting #2 agenda, materials, facilitation, and summary OR as otherwise identified in the CEP - Nov 2019**
7. ***Airport visioning questions to be asked at Public Event #1 and Online Questionnaire #1 - Oct 2019***

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8. ***Airport Stakeholders Visioning Meeting #1 agenda, materials, facilitation, and summaries - Oct 2019***
9. ***Preliminary Airport component goals and opportunities - Oct 2019***

6. TASK 6: Community Choices and Priorities

   a. Identify and refine policy and implementation opportunities that reflect the City's goals for the future by synthesizing public outreach, existing conditions, trends, and the plan audit.

   b. Conduct a series of neighborhood meetings or workshops with maps and graphics as applicable to solicit feedback on all relevant plan components.

   c. Track all demographic information and the location of those who have provided feedback.

TASK 6: MEETINGS & DELIVERABLES

1. **Owner Meeting #4 agenda, materials, facilitation, and summary - March 2020**
2. **Public Event #3 notification materials, meeting plan, materials and displays, facilitation, and summary - March 2020**
3. **Draft and final goals opportunities by neighborhood - March 2020**
4. **Neighborhood maps and opportunity graphics - March 2020**
5. **Draft future land use map incorporating neighborhood feedback - March 2020**
6. **Online Questionnaire #3 setup, website, and social media notification materials, analysis, and summary - March 2020**
7. **Advisory Committee Meeting #3 agenda, materials, facilitation, and summary OR as otherwise specified in the CEP - March 2020**
8. ***Airport community choices and priorities questions to be asked at Public Event #2 and Online Questionnaire #2 - Nov 2019***
9. ***Airport Stakeholders Community Choices and Priorities Workshop agenda, materials, facilitation, and summaries - Nov 2019***
10. ***Finalize Airport policies and implementation actions - Nov 2019***

7. TASK 7: Adaptive Implementation and Management Plan

   a. Identify practical and clear implementation projects (actions) to support the desired community goals and policies.

   b. Categorize specific projects individually into the following categories: capital projects, ordinances, administrative steps, or plans and studies.

   c. Prioritize implementation projects, taking into account cost estimates, cost vs. effectiveness, staff time and projected project timeline.

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d. Create management and monitoring plan for the comprehensive plan to track implementation and accomplishment of actions that support plan goals and desired outcomes.

e. Further refine implementation priorities and the future land use map through a Consultant hosted community-wide workshop

TASK 7: MEETINGS & DELIVERABLES

1. **Owner Meeting #5 agenda, materials, facilitation, and summary - April 2020**
2. **Preliminary implementation component with implementation action table (highlighting responsibilities, timeline and priority) - April 2020**
3. **Public Event #4 notification materials, meeting plan, materials and displays, facilitation, and summary - April 2020**
4. **Online Questionnaire #4 setup, website, and social media notification materials, analysis, and summary - April 2020**
5. **Phase 2 briefing packet and PowerPoint - April 2020**
6. **Advisory Committee Meeting #4 agenda, materials, facilitation, and summary OR as otherwise identified in the CEP - April 2020**

8. TASK 8: Preliminary Comprehensive Plan

a. Work with Owner to assemble a draft planning document for review and refinement. The plan shall contain a community vision, existing conditions, public involvement, all required elements per Idaho Code, goals, policies, implementation priorities, phases, and a monitoring strategy.

b. The plan will be user friendly and include supporting maps, tables, illustrative renderings, and other graphics that enhance readability.

TASK 8: MEETINGS & DELIVERABLES

1. **Owner Remote Meeting #6 agenda, materials, facilitation, and summary - May 2020**
2. **Final future land use map - May 2020**
3. **Final management and monitoring program - May 2020**
4. **Preliminary Comprehensive Plan Document - May 2020**
5. ***Compile Airport plan elements for adoption (Conditions, Needs, Plan Concept and Vision, Goals/Policies) - Nov 2019***

9. TASK 9: Draft Comprehensive Plan and Review

a. Refine and format the preliminary plan to ensure they reflect the City's character and meet all required state statutes.

b. Provide opportunity for Owner, stakeholders, and the public to review and provide feedback on the draft Comprehensive Plan during a four-week review period.

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c. Track, review and incorporate as appropriate all comments received.

TASK 9: MEETINGS & DELIVERABLES

1. **Public Event #5 notification materials, meeting plan, materials, facilitation, and summary - July 2020**
2. **Online Questionnaire #5 setup, website content, and social media notification materials, analysis, and summary - July 2020**
3. **Phase 3 briefing packet and PowerPoint - July 2020**
4. **P&Z Commission and City Council briefings - July 2020**
5. **Advisory Committee Meeting #5 agenda, materials, facilitation, and summary OR as otherwise identified in the CEP - July 2020**

10. TASK 10: Adoption Hearings and Final Comprehensive Plan

a. Assist Owner in preparing a presentation and presenting the final plan to elected leaders.

b. Provide for two rounds of minor revisions including any revisions from public hearing comments

c. Provide final packaged InDesign and .pdf electronic files along with all supporting mapping, graphics, and analyses files.

TASK 10: MEETINGS & DELIVERABLES

1. **Adoption Draft of the Comprehensive Plan - Sept 2020**
2. **P&Z and CC Public Hearing materials, presentations, and plan revisions - Sept 2020**
3. **Final Comprehensive Plan and supporting files (digital files) - Sept 2020**
4. ***Adoption Hearing for Airport Element as Interim Comp Plan Update - Dec 2019***

A1.03 *Times for Rendering Services*

A. Furnish the Final Interim Plan Update, incorporate the Airport component, no later than December 10th, 2019.

B. Furnish the complete, Final Comprehensive Plan and supporting files no later than September 8th, 2020.

C. Consultant's Services will be considered complete on the date when Consultant has delivered to Owner the final deliverables.

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PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Consultant shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.

2. Services resulting from significant changes in the scope, extent, or character of the Project including, but not limited to, changes in size, complexity, Owner's schedule, or method of financing; and revising the Report or other deliverables when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Consultant's control.

3. Other services performed or furnished by Consultant not otherwise provided for in this Agreement.

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Exhibit B, Fee Schedule, referred to in and part of the Agreement Between Owner and Consultant for Study and Report Professional Services dated September 18, 2019.

Part One: Price Proposal

TASKS	LOGAN SIMPSON					HOURS	LABOR	EXPENSES	TOTAL
Task 1. Initiation + Ongoing Project Management						62	$7,800	$900	**$8,700**
Task 2. Community Engagement Plan						44	$4,400		**$4,400**
Task 3. Kickoff Events						50	$5,700	$2,000	**$7,700**
Task 4. Existing Conditions and Trends Analysis						92	$8,900		**$8,900**
Task 5. Visioning Events						74	$8,100	$2,000	**$10,100**
Task 6. Community Choices and Priorities						60	$6,900	$2,000	**$8,900**
Task 7. Adaptive Implementation and Management Plan						54	$6,100	$2,000	**$8,100**
Task 8. Preliminary Plan						118	$12,300		**$12,300**
Task 9. Draft Plan and Public Review						72	$8,300	$2,000	**$10,300**
Task 10. Adoption Hearings and Final Plan						40	$4,600	$1,100	**$5,700**
Task 11. Project Website Hosting / Management							$1,900	$5,000	**$6,900**
Task 12. Advisory Committee (5 meetings)							$3,300		**$3,300**
Task 13. P&Z and CC Individual Briefings before Adoption Hearings							$2,200	$600	**$2,800**

Amounts/totals may vary higher or lower between the various tasks listed above, however total Agreement Price not to exceed $100,000.

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article 4 of the Agreement, and are subject to annual review and adjustment.

B. *Schedule:*

Hourly rates for services performed on or after the Effective Date are:

Bruce Meighen:	$243 per hour
Miriam McGilvray:	$102 per hour
Megan Moore:	$150 per hour
Kristy Bruce:	$90 per hour
Support:	$66 per hour

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Exhibit C – Project Schedule

	2019		
	SEP	OCT	NOV
PHASE 1. OUR FOUNDATION			
Task 1. Initiation + Ongoing Project Management			
Task 2. Community Engagement Plan			
Task 3. Kickoff Events			
Task 4. Existing Conditions and Trends Analysis			
PHASE 2. OUR SHARED VISION			
Task 5. Visioning Events			
Task 6. Community Choices and Priorities			
Task 7. Adaptive Implementation and Management Plan			
PHASE 3 OUR COMMUNITY PLAN			
Task 8. Preliminary Plan			
Task 9. Draft Plan and Public Review			
Task 10. Adoption Hearings and Final Plan			

LEGEND

Public Event Series and Questionnaire ▲

CS Meeting ●

Adoption Hearing ■

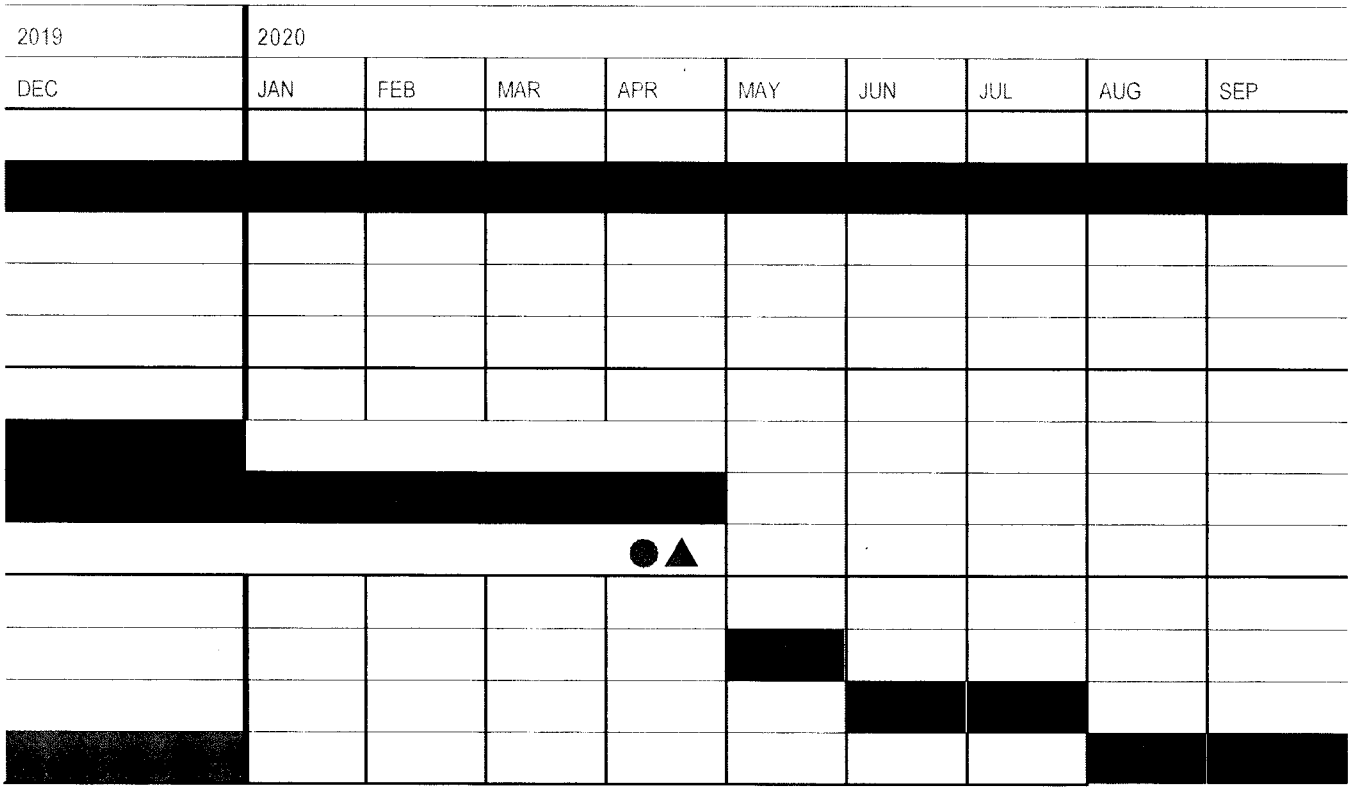
Airport Stakeholder Meetings and Interviews A

KEY STAFF COMMITMENTS

The principal-in-charge and task leaders meet weekly, at a minimum, to ensure that the necessary resources (including key individuals and support personnel) are available for each project and that project schedules will be met. As priorities change, we maintain flexibility and adaptability. We are capable of recognizing obstacles that will potentially affect the timely completion of **projects, and are proactive in resolving them efficiently and effectively. Additionally, our senior staff has demonstrated ability in** effectively and productively completing multiple projects, especially when response time is limited.

We have allocated adequate hours for our key individuals to meet the deadlines outlined in the RFP and our proposed scope of work. Miriam McGilvray has ~25% availability; Kristy Bruce ~20%, and Bruce Meighen and Megan Moore ~15% availability for Sandpoint's comprehensive plan.

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SANDPOINT

City of Sandpoint

1123 Lake Street
Sandpoint, Idaho 83864

AGREEMENT 109-440
AMENDMENT NO. 1

Date: June 16, 2022

Agreement Title:	**Agreement for Professional Services**
Agreement Execution Date:	**September 18, 2019**
Division/Section:	**Infrastructure & Development Services**
Consultant:	**Logan Simpson Design, Inc.**
Consultant Address:	**213 Linden Street, Fort Collins, Colorado 80524**

This Agreement Amendment No. 1 shall become part of the original Agreement.

Summary: Change the completion date and modify Consultant Services and Exhibit B, Fee Schedule of the Comprehensive Plan Update services.

A. **Section A1.02 – Tasks and Deliverables** shall be amended as follows:

1) TASK 4: EXISTING CONDITIONS AND TRENDS ANALYSIS (UPDATE):

Task will be expanded to review the updated housing, economic and growth data and findings prepared by Leland Consulting, as well as compile and integrate other recent data available (per 2020 US Census) to update the existing conditions and trends report.

2) TASK 5: VISIONING (REVIEW AND RECONFIRM):
Task will review the draft Vision and Guiding Principles and build off conversations wound the City of Sandpoint's 2022 Strategic Planning process. Consultant will make revisions to the draft Visioning and Guiding Principles to be presented to the City of Sandpoint Planning Commission and City Council by City staff. Consultant will make additional revisions and build a public survey to solicit public input on the revised Vision and Guiding Principles.

3) TASK 6: COMMUNITY CHOICES AND PRIORITIES (REVISE DRAFT GOALS AND POLICIES):
Task will review the final Multimodal Transportation Plan, Parks & Recreation Master Plan, and the Arts, Culture and Historic Preservation Plan to align and elevate the appropriate goals and policies into the Comprehensive Plan. Consultant will review and revise the draft

goals and policies based on the recently adopted plans, updated Existing Conditions and Trends Analysis (Task 4), and revised Vision and Guiding Principles (Task 5).

This task will assemble the contents for each chapter, including the relevant existing conditions/context narrative (Task 4) and the Goals and policies for each plan element.

Consultant will facilitate two remote workshops with Planning Commission to review the revised chapters. City staff and Consultant will facilitate a workshop to review the revised draft goals and policies with City Council. City staff is expected to lead any additional meetings or workshops with either Planning Commission or City Council, if needed.

4) TASK 7: ADAPTIVE IMPLEMENTATION AND MANAGEMENT PLAN (FUTURE LAND USE MAP AND ACI):
Task will revise the Future Land Use Map, with necessary revisions to the land use categories, descriptions, and locations. This includes a close look at the Area of City Impact (ACI) to identify the appropriate extent and utility service boundary, desired future land uses, and necessary transportation connections. This analysis will use the findings from Leland Consulting's report to understand the land use needs and gaps that this growth area should accommodate.

This task will review and revise the draft implementation and plan management strategies based on all previous task findings and direction.

5) TASK 9: DRAFT COMPREHENSIVE PLAN AND REVIEW (PUBLIC OPEN HOUSE):
Task will compile all revised chapters from previous tasks and format into a single user-friendly and graphic draft plan document. A public open house will be held to present and solicit feedback on the draft plan –including the Goals, Policies, and Future Land Use Plan (including the ACI). This task includes travel expenses, event notification and materials, and two-person facilitation.

6) TASK 10: ADOPTION HEARINGS AND FINAL PLAN:
Task includes participation in an adoption hearing and final transmittal of all final plan documents and supporting files. Note that there is remaining fee in the original Task 13 of the contract to hold briefing meetings with the Planning & Zoning Commission and City Council members ahead of Adoption Hearings. Consultant intends on facilitating the adoption hearings remotely.

B. **Section 1.03 – Times for Rendering Services,** shall be amended as follows:

1) TENTATIVE SCHEDULE:
Task 4: Existing Conditions and Trends Analysis (Update) July – August 2022

Task 5: Visioning (Review and Confirm) July-August 2022

Task 6: Community Choices and Priorities (Revise Draft Goals and Policies)
August-September 2022

Task 7: Adaptive Implementation and Management Plan (Future Land Use and ACI)
September – November 2022

Task 9: Draft Plan and Public Review (Public Open House)
November – December 2022

Task 10: Adoption Hearings and Final Plan January – February 2023

2) Furnish the complete, Final Comprehensive Plan and supporting files no later than February 28, 2023.

3) **Exhibit B- Fee Schedule,** shall be amended as follows:

	LABOR	EXPENSES	TOTAL
Task 4. Existing Conditions and Trends Analysis (Update)	$5,400		$5,400
Task 5. Visioning (Review and Confirm)	$1,200		$1,200
Task 6. Community Choices and Priorities (Revise Draft Goals and Policies)	$8,500		$8,500
Task 7. Adaptive Implementation and Management Plan (Future Land Use and ACI)	$9,500		$9,500
Task 9. Draft Plan and Public Review (Public Open House)	$9,800	$2,600	$12,400
Task 10. Adoption Hearings and Final Plan	$5,900		$5,900
Total	**$34,900**	**$2,600**	**$37,500**

Total not to exceed amount is $135,600.00. City makes no guarantee entire Agreement price will be expended during the term of this agreement.

The City of Sandpoint and Contractor hereby agree to amend and/or modify the above referenced Agreement as set forth herein.

City of Sandpoint		Logan Simpson Design, Inc.	
Shelby Rognstad	Date	Bruce Meighen, AICP	Date
Mayor		Principal	

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City of Sandpoint

1123 Lake Street
Sandpoint, Idaho 83864

AGREEMENT 109-440
SECOND AMENDMENT

Date: February 13, 2023

Agreement Title:	**Agreement for Professional Services**
Agreement Execution Date:	**September 18, 2019**
Division/Section:	**Infrastructure & Development Services**
Consultant:	**Logan Simpson Design, Inc.**
Consultant Address:	**213 Linden Street, Fort Collins, Colorado 80524**

This First Amendment to Agreement 109-440 shall become part of the original Agreement.

Summary: Modify the completion date.

A. **Section 1.03 – Times for Rendering Services,** shall be amended as follows:

1) Furnish the complete, Final Comprehensive Plan and supporting files no later than May 30, 2023.

The City of Sandpoint and Contractor hereby agree to amend and/or modify the above referenced Agreement as set forth herein.

City of Sandpoint

DocuSigned by:
Amanda Wilson 2/23/2023
5626495036094BB...

Amanda Wilson Date
IDS Director

Logan Simpson Design, Inc.

DocuSigned by:
Bruce Meighen 2/10/2023
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Bruce Meighen, AICP Date
Principal

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City of Sandpoint

1123 Lake Street
Sandpoint, Idaho 83864

AGREEMENT 109-440
THIRD AMENDMENT

Date: May 23, 2023

Agreement Title:	**Agreement for Professional Services**
Agreement Execution Date:	**September 18, 2019**
Division/Section:	**Infrastructure & Development Services**
Consultant:	**Logan Simpson Design, Inc.**
Consultant Address:	**213 Linden Street, Fort Collins, Colorado 80524**

This Third Amendment to Agreement 109-440 shall become part of the original Agreement.

Summary: Modify the completion date.

A. **Section 1.03 – Times for Rendering Services,** shall be amended as follows:

1) Furnish the complete, Final Comprehensive Plan and supporting files no later than September 01, 2023.

The City of Sandpoint and Contractor hereby agree to amend and/or modify the above referenced Agreement as set forth herein.

City of Sandpoint

DocuSigned by:
50D5B32583CF437...
5/23/2023

Jennifer Stapleton Date
City Administrator

Logan Simpson Design, Inc.

DocuSigned by:
DD6A978EF7B14B6...
5/26/2023

Bruce Meighen, AICP Date
Principal

DocuSign Envelope ID: 9DE02EF8-0A6D-4B62-BBDD-AD57CF8C7C24

City of Sandpoint

1123 Lake Street
Sandpoint, Idaho 83864

AGREEMENT 109-440
FOURTH AMENDMENT

Date: August 22, 2023

Agreement Title:	**Agreement for Professional Services**
Agreement Execution Date:	**September 18, 2019**
Division/Section:	**Infrastructure & Development Services**
Consultant:	**Logan Simpson Design, Inc.**
Consultant Address:	**213 Linden Street, Fort Collins, Colorado 80524**

This Fourth Amendment to Agreement 109-440 shall become part of the original Agreement.

Summary: Modify the completion date.

A. **Section 1.03 – Times for Rendering Services,** shall be amended as follows:

1) Furnish the complete, Final Comprehensive Plan and supporting files no later than October 31, 2023.

The City of Sandpoint and Contractor hereby agree to amend and/or modify the above referenced Agreement as set forth herein.

City of Sandpoint

DocuSigned by:
50D5B32583CF437...
8/22/2023

Jennifer Stapleton Date
City Administrator

Logan Simpson Design, Inc.

DocuSigned by:
Bruce Meighen
DD6A978EF7B14B6...
8/22/2023

Bruce Meighen, AICP Date
Principal

AGENDA REPORT

City Council Meeting

TODAY'S DATE: June 13, 2024

MEETING DATE: June 20, 2024

TO: Mayor and City Council

FROM: Jason Welker, Community Planning & Development Director

SUBJECT: First Amendment to Professional Consultant Services Agreement for Planning Services with Jacobs Engineering Group, Inc. (City Agreement A24-1910-2) – ***action item***

DESCRIPTION/BACKGROUND:

On March 18, 2024, the City entered into a contract with Jacobs Engineering Group, Inc., for professional consultant services related to contract City planning work to be provided by Daren Fluke, who has acted as the City's Interim City Planner since the departure of former City Planner Amy Tweeten in March 2024.

With the City having recruited and hired two new planners to join the City team in July, City staff is requesting an amendment to the Jacobs contract that would result in an increase of the maximum, not-to-exceed amount from $49,000 to $98,000, with the expectation that the contract can terminate at the end of July 2024.

Services provided by Daren and his team have kept development applications moving forward efficiently over the past several months; he is readily available and highly responsive to inquiries from City staff and citizens, as well as developers for whom Daren is completing code compliance reviews. We look forward to continuing to work with Daren through the end of July and appreciate having him on our team to help transition and orientate the City's new Planners coming on board next month.

STAFF RECOMMENDATION:

Staff recommends that Council approve the First Amendment to Professional Consultant Services Agreement for Planning Services with Jacobs Engineering Group, Inc. (City Agreement A24-1910-2), increasing the maximum not-to-exceed amount to $98,000.

ACTION:

Motion to approve the Resolution for First Amendment to Professional Consultant Services Agreement for Planning Services with Jacobs Engineering Group, Inc. (City Agreement A24-1910-2).

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

ATTACHMENTS:

Proposed Resolution
A24-1910-2 Jacobs Engineering Group – Planning Services Agreement First Amendment
A24-1910-2 Jacobs Engineering Group – Planning Services Agreement – Executed

No: 24-
Date: June 20, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR PLANNING SERVICES WITH JACOBS ENGINEERING GROUP, INC. (CITY AGREEMENT A24-1910-2)

WHEREAS: On March 18, 2024, the City entered into a contract with Jacobs Engineering Group, Inc., for professional consultant services related to contract City planning work to be provided by Daren Fluke, who has acted as the City's Interim City Planner since the departure of former City Planner Amy Tweeten in March 2024;

WHEREAS: The City has recruited and hired two new Planners to join the City team, but they will not begin work until July, with some transitional orientation needed between the current contract Planner and the City's new employees; and

WHEREAS: To this end, City staff is requesting an amendment to the Jacobs contract that would result in an increase of the maximum, not-to-exceed amount from $49,000 to $98,000, with the expectation that the contract can terminate at the end of July 2024.

NOW, THEREFORE, BE IT 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, approval his hereby granted to the Mayor or his authorized designee to execute the amendment to the agreement referenced herein.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

Agreement No. A24-1910-2
First Amendment

FIRST AMENDMENT TO AGREEMENT A24-1910-2 BETWEEN THE CITY OF SANDPOINT AND JACOBS ENGINEERING GROUP INC

This First Amendment to Agreement No. A24-1910-2, effective March 18, 2024 between the City of Sandpoint and Jacobs Engineering Group, Inc. is made and entered into this 20th day of June, 2024 by and between the City of Sandpoint (hereinafter called "CITY") and Jacobs Engineering Group, Inc. (hereinafter called "CONSULTANT").

WHEREAS, the CITY and "CONSULTANT" entered into an agreement to provide Planning services, and

WHEREAS, "CONSULTANT" represents that "CONSULTANT" has the expertise and is qualified to perform the services described in the Agreement, and if required, is duly registered under the laws of the State of Idaho.

NOW THEREFORE, the parties agree as follows:

1. Section 3 – COMPENSATION/PAYMENT, shall be amended to add $49,000 to the total sum not to exceed amount for a revised total sum not to exceed amount of $98,000.

2. Exhibit B – FEE SCHEDULE, shall be amended to increase the Total Agreement Price to $98,000.

3. All other terms and conditions remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

JACOBS ENGINEERING GROUP INC.

_____
Jeremy Grimm Date

_____
Lena Gandiaga Date
Manager of Projects

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PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR PLANNING SERVICES BETWEEN CITY OF SANDPOINT AND JACOBS ENGINEERING GROUP

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of March, 2024 ("Effective Date"), by and between the City of Sandpoint (CITY), a public body corporate and politic and Jacobs Engineering Group Inc. (CONSULTANT), a State of Delaware Corporation.

1. **Scope of Services**. CITY agrees to retain and does hereby retain CONSULTANT and CONSULTANT agrees to provide the services more fully described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference, in conjunction with the CITY's Planning services.

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until September 30, 2024, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment**. CONSULTANT shall perform the Services under this Agreement for the total sum not to exceed Forty-Nine Thousand Dollars ($49,000) payable in accordance with the terms set forth in Exhibit B, Fee Schedule. Payment shall be made Net 30 days upon receipt and approval of an itemized invoice setting forth the services performed. Invoices to be submitted by the 15th of each month for prior months' services rendered and include dates and summary of hours services performed, and tasks performed.

4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

CITY OF SANDPOINT	JACOBS ENGINEERING GROUP INC.
Attn: City Clerk 1123 Lake Street Sandpoint, Idaho 83864	Attn: Daren Fluke 999 West Main Street Suite 1200 Boise, ID 83702

5. **Contract Administration**. An authorized CITY representative/designee will be appointed to administer this Agreement on behalf of CITY and shall be referred to herein as Contract Administrator.

6. **Standard of Performance**. While performing Services under this Agreement, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT'S profession and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

7. **Personnel**. Consultant shall furnish all personnel necessary to perform the Services under this Agreement and shall be responsible for their performance and compensation. CONSULTANT recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely

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completion of the Services. The key personnel, identified as Daren Fluke, shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to CITY approval.

8. **Assignment and Subcontracting**. CONSULTANT shall not assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the CITY. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of CONSULTANT under this Agreement, in a writing satisfactory to the CITY. CONSULTANT acknowledges that any assignment may, at the CITY'S sole discretion, require CITY approval, up to and including City Council approval. CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior CITY approval. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The CONSULTANT acknowledges and agrees that the CITY is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the CITY.

9. **Independent Contractor**. In the performance of this Agreement, CONSULTANT, and CONSULTANT'S employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the CITY. CONSULTANT acknowledges and agrees that the CITY has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to CONSULTANT, or to CONSULTANT'S employees, subcontractors and agents. CONSULTANT, as an independent contractor, shall be responsible for any and all taxes that apply to CONSULTANT as an employer.

10. **Indemnification**. CONTRACTOR shall indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by CONTRACTOR'S negligent acts, errors, omissions or fault in the performance of its duties under this Contract. This indemnification and defense obligation does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

11. **Insurance**.

    11.1 At all times material hereto, CONSULTANT shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in the amounts of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies. CONSULTANT shall provide the CITY with proof of such insurance prior to commencement of any Work. CONSULTANT shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement. All employees of CONSULTANT are deemed its employees only, and CONSULTANT shall be

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responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY prior to commencement of any Work.

11.2 CONSULTANT shall keep and maintain a policy or policies of insurance covering losses resulting from Professional Liability, Errors and Omissions in the amounts of $1,000,000 per claim and aggregate for any losses sustained as a result of performance of its duties and responsibilities under this Agreement.

11.3 **Subcontractors' Insurance**. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

12. **Licenses.** The CONSULTANT agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. The CONSULTANT further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONSULTANT shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.

13. **CITY'S Right to Employ Other Consultants.** City reserves the right to employ other Consultant's in connection with this Project. If the City is required to employ another consultant to complete CONSULTANT'S work as a result of the failure of the CONSULTANT to perform, or due to the breach of any provisions of this Agreement, the CITY reserves the right to seek reimbursement from CONSULTANT.

14. **Records.** CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CITY has the right to review, copy, make transcripts, audit, and/or inspect all documents upon request during CONSULTANT normal business hours. CONSULTANT shall allow inspections of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials whether created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT, except as otherwise directed by CITY. Nothing furnished to CONSULTANT which is otherwise known to the CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use CITY'S name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any written or electronic form, including but not limited to magazines, newspapers, radio or television, websites, or social media without the express written consent of the CITY.

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16. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by CONSULTANT shall be and remain the property of CITY. CONSULTANT shall not release to others information furnished by CITY without prior express written approval of CITY.

17. **Conflict of Interest.** Consultant, for itself and on behalf its employees, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. CONSULTANT further warrants that neither CONSULTANT, nor its employees have any real property, business interests, or income interests that will be affected by this project or, alternatively, that CONSULTANT will file with the CITY an affidavit disclosing any such interest.

18. **Solicitation.** CONSULTANT warrants that CONSULTANT has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, CITY shall have the right to terminate this Agreement without liability and pay CONSULTANT only for the value of work CONSULTANT has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from CONSULTANT the full amount of such commission, percentage, brokerage, or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

19. **Compliance with Laws.** The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, 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.

21. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

22. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

23. **Termination**.

    23.1 The CITY or CONSULTANT may terminate this Agreement for its sole convenience with thirty (30) days' written notice. Upon termination, the CONSULTANT, and any subcontractors, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date, in accordance with the Fee Schedule, Exhibit B, or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

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23.2 Should the CITY determine that the CONSULTANT has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONSULTANT, specifying all such defaults, to be remedied within thirty (30) days from the date of such notice. If, after thirty (30) days, the CONSULTANT has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

23.2.1 In the event the CITY terminates this Agreement as provided for in this Section 23.2, the CONSULTANT and any subcontractors shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the Fee Schedule or as negotiated between the parties, less any additional costs incurred by the CITY to procure the services of another contractor to complete the services to be rendered under this Agreement.

23.2.2 In the event the CITY terminates this Agreement as provided for in Section 23.2, it may seek any other remedies available to it in law or equity arising out of the CONSULTANT'S failure to fully perform all of its obligations hereunder.

24. **Offsets**. CONSULTANT acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which CONSULTANT owes or may owe to the CITY, CITY reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by CITY to CONSULTANT. Notice of such withholding and offset, shall promptly be given to CONSULTANT by CITY in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the CITY, CITY will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

25. **Successors and Assigns**. This Agreement shall be binding upon CITY and its successors and assigns, and upon CONSULTANT and its permitted successors and assigns, and shall not be assigned by CONSULTANT, either in whole or in part, except as otherwise provided in this Agreement.

26. **Nondiscrimination**. The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONSULTANT and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

26.1 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

27. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of CONSULTANT each represent and warrant that they have the legal power, right and actual authority to

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bind CONSULTANT to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

DocuSigned by:
1029BEA1346341E...
3/15/2024

Jeremy Grimm Date
Mayor

JACOBS ENGINEERING GROUP INC.

DocuSigned by:
Lena Gandiaga
083905652B924C6...
3/18/2024

Lena Gandiaga Date
Manager of Projects

DocuSign Envelope ID: 53BED9D0-0E5A-47C9-9817-5F3D859B5FC7

EXHIBIT A
SCOPE OF SERVICES

PLANNING SERVICES:

1. Provide City Planner services for the City of Sandpoint and perform all minimum necessary services, including but not limited to:

    a) Serve as the City of Sandpoint's City Planner
    b) Attend pre-application meetings - (est. 2 hr/week)
    c) Review applications (site plans, subdivisions, CUP, rezone, variances, etc.) - (est. 8 hr/week)
    d) Generate staff reports and present to Commission/Council - (est. 20 hr/month)
    e) Sign documents (plats) - (est. 2hr/month)
    f) Recommend, draft and coordinate with City staff, approval conditions and development agreements - (est. 4 hr/week)
    g) Serve as professional advisor to citizens, developers, and staff on code interpretations, concerns, and general questions relating to zoning and development (est. 8 hr/week)

    Please note these estimated hours above for services are estimates only and should only be considered minimums. The needs of the City may require more than minimum hours listed or the estimated 100 hours per month.

2. Additional assistance for the following may also be required:
    a) Review and development of checklists and other documents for applicants as well as other process improvements that would improve the efficiency, timeliness, and responsiveness of the City's planning & zoning services.

All work may be performed remotely and participation in meetings may occur via telephone and Zoom meetings.

ADDITIONAL SERVICES:

Except as noted herein, work not described above shall be performed as additional services. Additional services may include but are not limited to: Providing any other services not specifically included within this Scope of Work.

EXCLUSION:
Engineering services are not included within this scope of work.

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EXHIBIT B
FEE SCHEDULE

Fees for services as outline in Exhibit A, Scope of Services, are as follows:

Billing Classification	Bill Rate (per hour)
Admin/Support	
Career	$ 98.00
Technician	
Entry	$98.00
Intermediate	$109.00
Career	$124.00
Senior/Specialist	$145.00
Professional	
Intern	$78.00
Entry	$98.00
Intermediate	$109.00
Associate	$145.00
Career	$165.00
Senior/Specialist	$196.00
Expert/Sr Expert	$201.00
Global Integrated Design	
GID	$110.00

"Professional" classifications include engineers, architects, planners, project managers, scientists, and other similar professional consultants.

Invoices must outline the Billing Classification being charged for services, in addition to including dates of service and service performed.

Bill rates will be escalated 3% on an annual basis at the beginning of each calendar year (or at other times as mutually agreed by both parties) throughout the duration of the term of services for the agreement.

Travel as requested and approved by the City of Sandpoint will be billed as a direct expense – receipts required to be submitted with Consultant invoice.

Total Agreement Price not to exceed $49,000. City makes no guarantee entire Agreement price will be expended during the term of this Agreement.

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AGENDA REPORT

City Council Meeting

TODAY'S DATE: June 11, 2024

MEETING DATE: June 20, 2024

TO: Mayor and City Council

FROM: Jason Welker, Community Planning & Development Director

SUBJECT: Acceptance of $50,000 Idaho Gem Grant for Travers Skatepark Expansion Project

I. PURPOSE AND SUMMARY

The purpose of this report is to seek City Council's acceptance of the $50,000 Idaho Gem Grant awarded for the Travers Skatepark Expansion Project. The grant will fund the purchase and installation of outdoor LED lighting for the Phase 2A area of the skatepark, which is critical for extending the park's usability and ensuring user safety during evening hours.

II. PROJECT BACKGROUND*

The Travers Skatepark, constructed in 2005, is a well-utilized community asset. The City of Sandpoint's 2020 Parks and Recreation Master Plan identified the need for the skatepark's expansion to accommodate increasing user demand and to provide improved amenities. Phase 2 of this expansion, currently underway, includes the integration of outdoor lighting, which aligns with the community's long-term vision for the facility.

The lack of lighting currently limits the skatepark's usability, especially during the shorter days of the year. This grant will enable the City to enhance the safety and functionality of the skatepark, making it accessible for longer periods each day.

III. FUNDING AND FINANCIAL IMPACT

The total cost for the Phase 2A lighting project is estimated at $72,000. The Idaho Gem Grant provides $50,000 towards this, with the remaining funds to be covered by community fundraising efforts led by the Bonner County Skatepark Association, which has already raised $52,000 for the overall expansion project. Additional funding includes $352,000 from the City's Parks Capital Improvement Fund for other aspects of Phase 2.

Funds available to date:

- $352,000 (City CIP funds)
- $52,000 (initial BCSA donation)
- $10,000 (additional BCSA donation)
- $50,000 Idaho Gem Grant

Total project budget: $464,000. BCSA is currently applying for an additional grant that will be applied to the project if awarded.

IV. RECOMMENDATION

It is recommended that the City Council:

1. Accept the Idaho Gem Grant of $50,000 for the Travers Skatepark Expansion Project.
2. Authorize the City's Community Development and Planning Department to administer the grant funds.

V. ATTACHMENTS

1. Idaho Gem Grant Award Notification

No: 24-
Date: June 20, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: IDAHO GEM GRANT AGREEMENT FOR AWARD TO CITY OF SANDPOINT (IGG APPLICATION #006359)

WHEREAS: The Travers Skatepark, constructed in 2005, is a well-utilized community asset, with the City of Sandpoint's 2020 Parks and Recreation Master Plan identifying the need for the skatepark's expansion to accommodate increasing user demand and provide improved amenities;

WHEREAS: Phase 2 of this expansion, currently underway, includes the integration of outdoor lighting, which aligns with the community's long-term vision for the facility, where the lack of lighting currently limits the skatepark's usability, especially during the shorter days of the year, and improved lighting will enable the City to enhance the safety and functionality of the skatepark, making it accessible for longer periods each day;

WHEREAS: The total cost for the Phase 2A lighting project is estimated at $72,000; and

WHEREAS: The City applied for and has been awarded an Idaho Gem Grant, which will provide $50,000 towards this project, with the remaining funds to be covered by community fundraising efforts led by the Bonner County Skatepark Association, which has already raised $52,000 for the overall expansion project, and additional funding of $352,000 from the City's Parks Capital Improvement Fund for other aspects of Phase 2.

NOW, THEREFORE, BE IT RESOLVED THAT: The Gem Grant Agreement with the Idaho Department of Commerce, 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 or his designee is hereby authorized to execute the agreement herein referenced, along with any other documents necessary to secure this grant funding.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

IDAHO GEM GRANT
STATE OF IDAHO – DEPARTMENT OF COMMERCE
CITY OF SANDPOINT

This grant Agreement ("Agreement") is entered into by and between the Idaho Department of Commerce ("Department"), and the city of Sandpoint ("Grantee"), for the purpose of providing the Grantee with an Idaho Gem Grant (IGG) to support the project: Travers Skatepark Expansion Project (Outdoor Lighting).

WHEREAS, in 2001 the State of Idaho's Legislature created the Rural Initiative to provide assistance to rural communities for the planning and implementation of economic development projects that facilitate economic growth through job creation, job retention and economic diversification.

WHEREAS, the Grantee submitted a satisfactory IGG application #006359 ("Application") to the Department on or before the deadline. The grant application and any requested scope of work or budget modifications requested are hereby incorporated by reference.

WHEREAS, the Director of Department reviewed staff evaluations and recommendations for award and approved the Grantee for an award, including Pre-Award costs to commence May 30, 2024.

NOW THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. Term. This Agreement shall commence as of July 1, 2024, or when all parties sign, whichever occurs last; and expire on July 1, 2026, unless extended, in writing, by the parties or unless terminated earlier in accordance with this Agreement, Project costs must be incurred on or after July 1, 2024, to be eligible for reimbursement.

2. Award Amount. The total amount of assistance awarded under this Agreement is **$50,000.00**. If Project costs exceed the total award, the Grantee shall be responsible for the cost overruns. This award is cost reimbursable.

3. Match Amount. The Grantee agrees to provide **$404,000.00** in local matching funds as identified in the Application. Match must be documented.

4. Allowable Costs. The use of IGG funds includes construction materials, new and rehabilitative construction contracts, architect and engineering services, legal and professional services required for Project implementation, equipment and installation, advertising or printing necessary to satisfy procurement and legal requirements, acquisition of real estate for business development or matching funds for other state, federal or foundation economic development grants.

5. Unallowable Costs. IGG funds may not be used for any purpose other than described in Article 4 – Allowable Costs, including any administrative expenses incurred by the Grantee or its partners, ongoing overhead, operating, or staff costs, construction, rehabilitation, or operation of active churches, schools, general government facilities, jails or state and federal facilities, or political activities. Administrative expenses may be used as match.

3. Matching Funds. A minimum 20% cash and/or in-kind match is required. A maximum of 5% of the value of the award may be in-kind match. Pledged cash match must be provided and documented during the Term of the agreement.

7. Payments. Request for Funds (RFF) must be requested by the Grantee through the Department's online grant portal (Portal). The RFF must contain an invoice from the Grantee to the Department for the amount due and must include supporting documentation of the incurred costs such as vendor receipts and proof of payment. If matching funds are being provided, the match documentation must also be included.

8. Reporting. The Grantee shall submit a progress narrative report with each request for funds. The report shall detail the work progress to date and identify any challenges that may delay or otherwise impact the schedule of the work.

9. Records. In the performance of the Agreement the Grantee shall maintain books, records and accounts of all activities related to the Agreement and for which expenses will be claimed. Such books, records and accounts shall be made available for inspection and audit by the Department, or an Auditor acting on behalf of the Department as requested. Records shall be retained for a minimum of three (3) years after the closeout of the Agreement.

10. Recognition of Funding. All activities funded by this Agreement shall credit the IGG program. Refer to the IGG handbook for requirements.

11. Compliance with Law. The Grantee shall comply with all requirements of federal, state and local laws, rules, and regulations applicable to the Grantee or to the services performed by the Grantee pursuant to this Agreement including but not limited to:

- Idaho Code Title 67, Chapter 28; Purchasing by Political Subdivisions
- Idaho Code Title 54, Chapter 19; Public Works Contractors
- Idaho Code 67-2320; Professional Service Contracts with Design Professionals, Construction Managers and Professional Land Surveyors

12. Transparency. The Grantee is subject to Idaho Code §§ 74-101 through 74-126 (Public Records Law), and Idaho Code §§ 74-201 through 74-208 (Open Meetings Law) and any other laws specific to the Grantee's governmental subdivision. The Department may monitor and make periodic inspections and evaluations of the Project.

13. Retention and Use of Funded Property, Materials and Equipment. The Grantee warrants that the ownership of any property purchase or materials created, through the use of Program funds shall remain with the Grantee and be utilized solely for the purposes of the Work. It is not the Departments intent to own any property, including copyrights and rights to use of copyrighted materials.

14. Non-Performance. In the event that the Grantee is deficient in reporting or performance benchmarks the Department shall notify the Grantee in writing of the deficiency and request the Grantee to correct the deficiency within 30 days. If the Grantee fails to respond within 30 days or to sufficiently address the deficiency within 45 days, then the Department may withhold payment pending the correction of any deficiencies. If the Grantee fails to meet the performance requirements, following all notices and cure periods described in this section, the Department may terminate this Agreement.

15. Amendments. The Agreement may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part (collectively, an "Amendment") except to the extent provided by an amendment in writing signed by the Grantee and the Department.

16. Termination for cause. The Department shall have the right to terminate this Agreement in whole or in part, at any time before the date of completion, whenever it is determined, the Grantee has failed to comply with the conditions of the Agreement, or funding for the IGG program is reduced or eliminated. The Department shall notify the Grantee in writing of the determination and the reasons for the termination and the effective date.

Without Cause. The Department shall have the right to terminate this Agreement at any time without cause upon thirty (30) days written notice to the GRANTEE specifying the effective date of the termination.

The Department and the Grantee will coordinate the orderly termination of the Project, transfer of work, and payment for work completed under the Grant.

17. Relationship of Parties. It is distinctly and particularly understood and agreed between the parties that the Department is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Grantee or with the employment of labor or the incurring of expenses by the Grantee. The Grantee is solely and personally liable for all labor, taxes, insurance, required letter of credit and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Grantee shall not imply, represent, or claim to be an officer or employee of the Department or the state of Idaho. The Grantee shall exonerate, indemnify, defend, and hold the Department and the state of Idaho harmless from and against and assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation, and income tax laws with respect to the Grantee or Grantee's employees engaged in performance under this Agreement. The state of Idaho and the Department do not assume liability as an employer. Further, the parties do not intend for this Agreement to create any third-party beneficiaries.

18. Conflict of Interest / Contingency fees. If at any time the Department or the ITC becomes aware of an apparent or actual conflict of interest the Department or the ITC may request more information of the Grantee regarding the conflict of interest. The Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations not specified herein made contingent upon this Agreement.

19. Governing Law. The Agreement shall be governed by and construed under the laws of the state of Idaho and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the state of Idaho in the event of any dispute with respect to the Agreement.

20. Attorney fees. In the event of a legal proceeding of any kind instituted under the Agreement or instituted to obtain performance or to remedy a default under the Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred in connection therewith.

21. Force majeure. If the Grantee or the Department is delayed, hindered, or prevented from performing any act required under the Agreement by reason of delay beyond the reasonable control of the asserting party including, but not limited to, interruption of the power supply, theft, fire, Act of God or public enemy, pandemic, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of the Grantee's finances shall not be considered a force majeure.

22. Certification Concerning Boycott of Israel: Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Agreement exceed one hundred thousand dollars ($100,000) and Grantee employs ten (10) or more persons, Grantee certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

23. **Certification Concerning Boycott of China:** Pursuant to Idaho Code section 67-2359 (effective July 1, 2023), Contract with a company owned or operated by the government of China prohibited. (1) A public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

24. Assignment / Subcontracting. This Agreement cannot be assigned without the prior written approval of the Department. This Agreement may not be subcontracted or sub- granted.

25. No Waiver. The failure of either party to require strict performance of any term or condition of the Agreement, or to exercise any option or discretion granted to it, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the waiving party.

26. Severability. If any term, provision, covenant, or condition of the Agreement, or the application thereof to any party or circumstance, shall be held to be illegal, invalid or unenforceable, in whole or in part or for any reason, the remaining terms, provisions, covenants and conditions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the illegal, invalid or unenforceable portion eliminated, so long as the Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of the Agreement, and the deletion of such portion of the Agreement will not substantially impair the respective benefits or expectations of the parties to the Agreement.

27. Survival of Terms. Any termination, cancellation, or expiration of the Agreement notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to the provisions of the following sections of this Agreement: *8. Reporting; 9. Records; 19. Governing Law; 20. Attorney Fees.*

28. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and shall supersede all previous applications, proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties.

29. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[End of text; signatures and exhibits follow]

State of Idaho
Department of Commerce
Director
Thomas F. Kealey

City of Sandpoint
Mayor
Jeremy Grimm

_____
Print name

_____
Print name

_____
Signature

_____
Signature

_____
Date

_____
Date

If the Grantee requires additional signatories or approval stamps, they may be written in below:

_____
Signature

_____
Date

AGENDA REPORT

City Council Meeting

TODAY'S DATE: 6/11/2024

MEETING DATE: 6/20/2024

TO: MAYOR AND CITY COUNCIL

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

SUBJECT: Request to Approve Change order No 2 to Agreement No. A23-5300-4 with Dreamland Skateparks for Travers Park Skatepark Expansion Project

DESCRIPTION/BACKGROUND:

City staff recommends the approval of Change Order No. 2 and the contract amendment to Agreement No. A23-5300-4 between the City of Sandpoint and Dreamland Skateparks LLC for the design-build construction services for Travers Park Skatepark Expansion Project.

The justification for the change order and contract amendment request is derived from unforeseen challenges with the existing soil. The contractor was unable to realize proper compaction and as advised by the geotechnical engineers, they are required to remove and replace the existing soil with a fill material and structural fabric that will support the load of the concrete skatepark and reduce any potential future cracking.

Funding for this project is from the Parks and Recreation Capital Improvement Fund and generous donations through the City's non-profit partnership with the Bonner County Skatepark Association.

BUDGET OVERVIEW:

Original Contract Amount: $300k.
Change Order No. 1 (increase in funds of $52K from BCSA and $48K from City CIP Funds): $100k
Previously Approved Contract Amount: $400K

Current Change Order No. 2 Amount: $12,731.00
New Contract Amount: $412,731.00

STAFF RECOMMENDATION:

Staff recommends City Council consider approving the Agreement No. A23-5300-4 Amendment as Change Order No. 2 with Dreamland Skateparks for Travers Park Skatepark Expansion Project.

ACTION: Approve the Agreement No. A23-5300-4 Amendment as Change Order No. 2 with Dreamland Skateparks for Travers Park Skatepark Expansion Project.

WILL THERE BE ANY FINANCIAL IMPACT? Yes **HAS THIS ITEM BEEN BUDGETED?** Budgeted funds are available in Parks Capital Improvement Funds and additional donations by the Bonner County Skatepark Association.

ATTACHMENTS:

Proposed Resolution

Agreement A23-5300-4 – DREAMLAND SKATEPARK ASSOC - EXECUTED

A23-5300-4 DREAMLAND SKATEPARK ASSOC CO NO 1 - EXECUTED

A23-5300-4 DREAMLAND SKATEPARK ASSOC CO NO 2

No: 24-
Date: June 20, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: CHANGE ORDER NO. 2 AND AMENDMENT TO AGREEMENT WITH DREAMLAND SKATEPARKS, LLC (CITY AGREEMENT A23-5300-4)

WHEREAS: Due to unforeseen challenges with the existing soil, the contractor for the Travers Park skatepark expansion project is unable to realize proper compaction, and, as advised by the geotechnical engineers, they are required to remove and replace the existing soil with a fill material and structural fabric that will support the load of the concrete skatepark and reduce any potential future cracking;

WHEREAS: This project is funded from the City's Parks and Recreation Capital Improvement Fund and generous donations through the City's non-profit partnership with the Bonner County Skatepark Association; and

WHEREAS: City staff recommends the approval of Change Order No. 2 and the contract amendment to Agreement No. A23-5300-4 between the City of Sandpoint and Dreamland Skateparks LLC for the design-build construction services for Travers Park Skatepark Expansion Project.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves Change Order No. 2 and Amendment to Agreement with Dreamland Skateparks, LLC (City Agreement A23-5300-4), a copy of which is attached hereto and made a part hereof as if fully incorporated herein, in the amount of $12,731.00, for a new total contract amount of $412,731.00.

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 authorized designee is hereby authorized to execute this change order.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

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CITY OF SANDPOINT
Infrastructure & Development Services
CONTRACT CHANGE ORDER

Date: 6/20/2024

Project Name - Travers Park All wheeled Skatepark Expansion Phase Design/build

Change Order No: **2**

Contractor: **Dreamland Skateparks**

Contract No: **A23-5300-4**

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension.

The following changes to the contract documents are issued:

Item	*Description*	*Change In Contract Price*
1	***Scope: Build larger footprint to the current phase 2 skatepark***	$12,731.00
	Justification: Unforeseen condition of existing soils resulting in an inability to reach proper compaction and structural integrity as required for concrete skatepark expansion. Allwest Geotechnical Engineering supports exporting existing soils and replacing with import material at a depth of 12", and adding the geotechnical fabric.	
	Total Change In Contract Price:	***$12,731.00***

Original Contract Price: *$300,000.00*
Prior Approved Change Order #1: *$100,000.00*
Revised Contract Price: *$400,000.00*

Current Change Order #2 Price: **$12,731.00**
New Contract Price: **$412,731.00**

Time provided for completion in the contract is:
[X] unchanged, [ ] increased, [ ] decreased
The Substantial Completion date for this contract is November 30, 2024.

This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted By: DocuSigned by: Danyel Scott 52FA35251C3842F... Danyel Scott Owner/Member 6/12/2024
Contractor Date

Recommended By: DocuSigned by: Maeve Nevins-Lavtar 8CC4A4CFDB784B3... Maeve Nevins-Lavtar Park Planning & Dev. Manager 6/12/2024
City of Sandpoint, Project Manager Date

Approved By: DocuSigned by: Jason Welker 5D276376BA944DA... Jason Welker Community Planning & Development Director 6/12/2024
City of Sandpoint, Director Date

Approved By:
Mayor Date

DocuSign Envelope ID: 1231AF23-6CAE-4DC9-9E27-66767560AEB5

Potential Change Order No. 01

Project Name:	TRAVERS PARK ALL WHEELED PARK EXPANSION	
General Contractor:	DREAMLAND SKATEPARKS LLC	Contract No: A23-5300-4
Initiated by:	☒ Response to onsite observation ☐ Response to RFI_____ ☐ Engineer (no previous documentation) ☐ Owner (no previous documentation)	☐ Other: _____ Note: Contractor changes on this Project are documented via Notices of Change by Contractor (NOCCs) and not via CPRs
Sub-Contractor:	N/A	Date: 06/04/2024

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

Description of the Proposed Change:

Soil is not suitable for compaction and structural integrity. We must export clay and import extra rock

Hauling – Trucking for clay removal = $2,400.00

Rock – 1' extra rock with delivery = estimated 165 yards = $4,800.00

Labor – 3 men @ 4 days extra labor = $4,500.00

Woven fabric = $425.00

Overhead 5% - $606.00

Total of Change Order - $12,731.00

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☒ Increased ☐ Decreased ☐ Unchanged

BY: 4 calendar days

This change will: ☒ Add ☐ Deduct ☐ No Change

$

DREAMLAND SKATEPARKS LLC
2150 SE HWY 101 PMB 384
LINCOLN CITY, OR 97367

Dreamland Skateparks Danyel Scott
Date 06/04/2024

Recommendation:
☐ Recommend Acceptance
☐ Do Not Recommend Acceptance

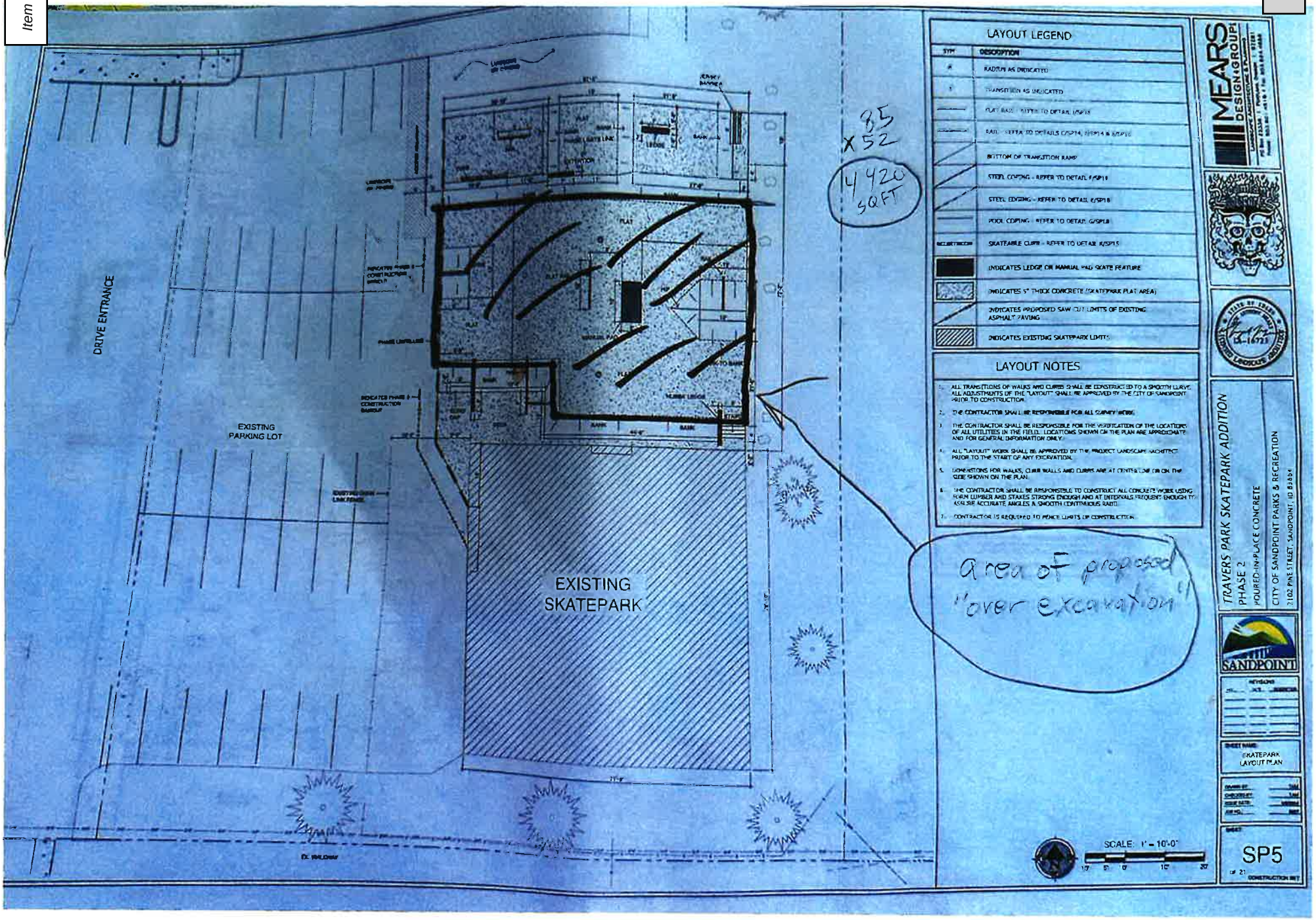
City of Sandpoint

Signature:

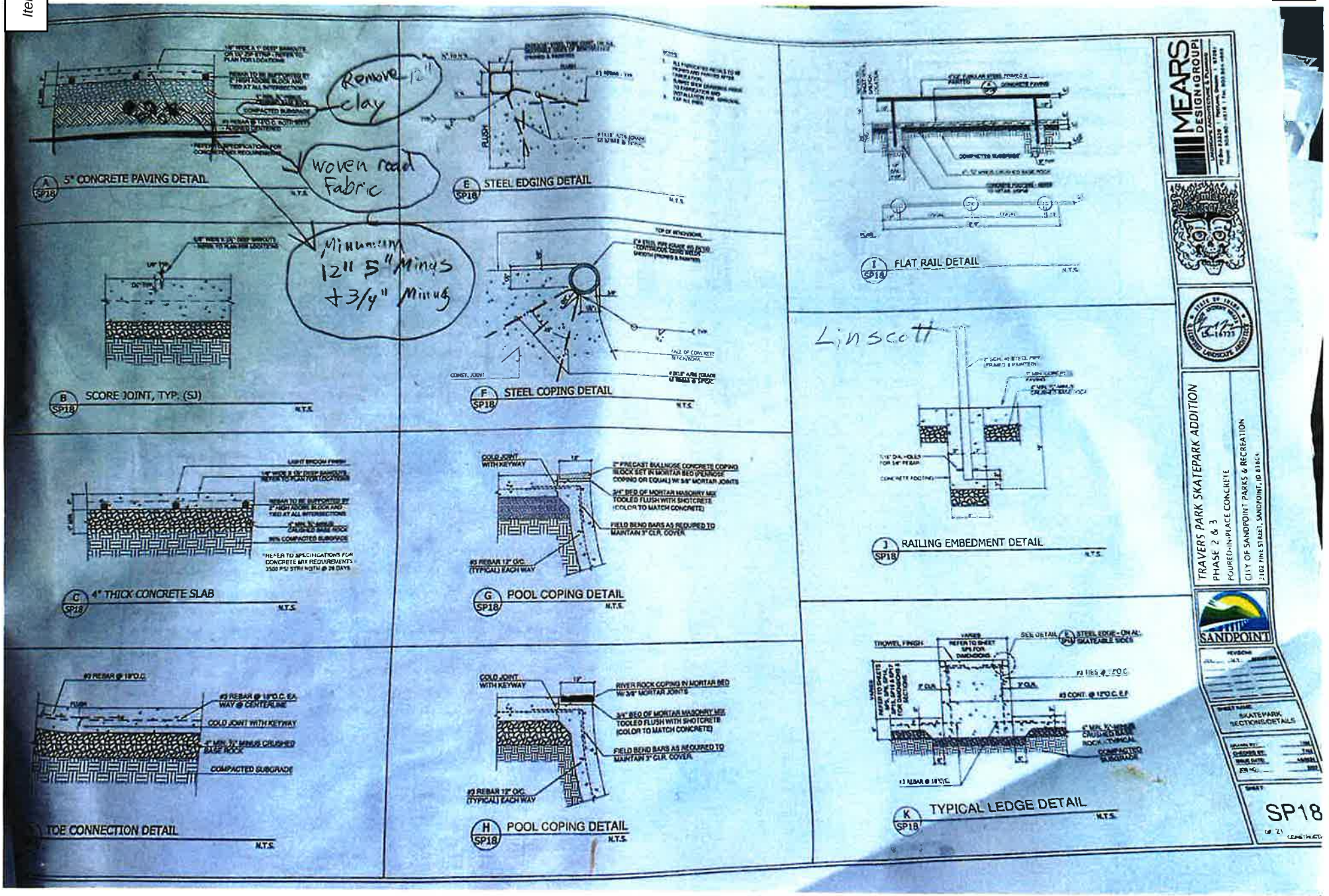
Action:
☑ Accepted ☐ Not Accepted

Jason Welker
By:

Date 6/5/2024



DocuSign Envelope ID: 1231AF23-6CAE-4DC9-9E27-66767560AEB5



DocuSign Envelope ID: 1231AF23-6CAE-4DC9-9E27-66767560AEB5

DocuSign Envelope ID: 5CEDFAAA-AFF8-4EF9-B740-51F1F0EEA3D4

AGREEMENT
BETWEEN OWNER AND DESIGN/BUILDER

This Agreement is by and between **CITY OF SANDPOINT** ("Owner") and **Dreamland Skateparks LLC**_("Design/Builder").

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. Design/Builder shall complete all Work as specified or indicated in the Contract Documents.

1.02. The Design-Builder shall provide a Phase I of the development to include the expansion of an existing 5,000 SF +/- concrete skate park and the complete design of the entire 18,000 SF expansion which is consistent with good engineering, construction, and environmental practices that meets or exceeds the Project Requirements, standards, guidelines, and procedures identified throughout the Contract.

1.03. The Design-Builder shall determine the full scope of the Project through a thorough examination of the Contract, site evaluation, and any reasonable inferences to be gathered from each.

1.04. The Design-Builder shall not rely on the physical descriptions contained in the Contract to identify all the Project components.

1.05. The Design/Builder shall be responsible for providing Phase I of the development to include the expansion of an existing 5,000 SF +/- concrete skate park and the complete design of the entire 18,000 SF expansion by providing:

A. all management, services, labor, material, and equipment necessary to design and construct the Project in accordance with the Project Requirements and overall Contract; and,

B. all regulatory coordination and authorizations (permits) as required by law to construct the facility; and,

C. Work is in strict compliance with applicable standards, specifications, and design requirements.

ARTICLE 2 - THE PROJECT

2.01. The Project, of which the Work under the Contract Documents may be the whole or only a part, is referenced as Travers Park All Wheeled Skatepark Expansion Phase I Design Build, and generally described as follows:

The primary purpose of the Project is to upgrade and expand the existing concrete skate park structure, inclusive of all-wheeled users.

ARTICLE 3 - CONTRACT TIMES

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3.01. *Time 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.

3.02. *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before August 01, 2024, and completed and ready for final payment in accordance with Paragraph 13.08 of the General Conditions on or before September 30, 2024.

3.03. *Liquidated Damages – Not Used*

ARTICLE 4 - CONTRACT PRICE

4.01. Owner shall pay Design/Builder for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A below:

A. *For all Work, a Lump Sum of:*

($ 300,000.00)

ARTICLE 5 - PAYMENT PROCEDURES

5.01. Design/Builder shall submit and Owner will process Applications for Payment in accordance with Article 13 of the General Conditions.

A. *Progress Payments; Retainage:* Owner shall make progress payments on account of the Contract Price on the basis of Design/Builder's Applications for Payment which are to be submitted on or about the 25th day of each month during performance of the Work as provided in Paragraphs 5.01.A.1 and A.2 below. All such payments will be measured by the Schedule of Values established in Paragraph 2.06.A.3 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

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 in accordance with Paragraph 13.03.B of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage).

b. 95 percent of the cost of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 13.02.A of the General Conditions), with the balance being retainage.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design/Builder to 95 percent of the Contract Price (with the balance being retainage), less such amounts as Owner may withhold in accordance with Paragraph 13.03.B of the General

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Conditions and less 150 percent of Owner's estimate of the value of the Work shown in the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

B. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 13.08 of the General Conditions, Owner shall pay the remainder of the Contract Price.

ARTICLE 6 - INTEREST

6.01. All moneys not paid when due as provided in Article 13 of the General Conditions shall bear interest at the rate of six percent per annum.

ARTICLE 7 - DESIGN/BUILDER'S REPRESENTATIONS

7.01. To induce Owner to enter into this Agreement, Design/Builder makes the following representations:

A. Design/Builder has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposals, but excluding the documents described in paragraph 8.01.K.

B. Design/Builder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Design/Builder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

E. Design/Builder 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.

F. Design/Builder has considered the information known to Design/Builder; information commonly known to design/builders doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-conditions that may effect (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Design/Builder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Design/Builder's safety precautions and programs.

G. The Owner has not provided information, explorations, or tests of subsurface or physical conditions at or contiguous to the Site relating to existing surface, materials, or subsurface structures at the Site. The Design/Builder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for it to enter into this Contract 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 Documents.

H. Design/Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design/Builder has discovered in the Request for Proposals, Contract Documents, and the written resolution thereof by Owner is acceptable to Design/Builder.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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ARTICLE 8 - CONTRACT DOCUMENTS

8.01. The Contract Documents consist of the following:

A. This Agreement

B. Performance Bond

C. Payment Bond

D. Other Bonds - *Not Used*

E. Standard General Conditions of the Contract Between Owner and Design/Builder

F. Supplementary Conditions

G. Exhibit A – Owner Project Requirements and Drawings and Design/Builder's Proposal to original Project Contractor (Emerick Construction)

H. The following, which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto:

1. Notice to Proceed;

2. All Work Change Directives, and Change Orders amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04.A of the General Conditions;

3. Specifications as defined in Paragraph 1.01.A.40 of the General Conditions; and

4. Drawings as defined in Paragraph 1.01.A.18 of the General Conditions.

8.02. The documents listed in Paragraph 8.01 above are attached to this Agreement (except as expressly noted otherwise above).

8.03. There are no Contract Documents other than those listed above in this Article 8.

8.04. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01. The Standard General Conditions of the Contract Between Owner and Design/Builder are referred to herein as the General Conditions.

9.02. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.03. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by

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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 Documents.

9.04. Owner and Design/Builder each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.05. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design/Builder, who agree that the Contract Documents shall 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.

9.06. Design/Builder 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 9.06:

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 Design/Builder have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Design/Builder. All portions of the Contract Documents have been signed, initialed or identified by Owner and Design/Builder.

This Agreement will be effective on April 06,2023 (which is the Effective Date of the Agreement).

OWNER:	DESIGN/BUILDER:
	DocuSigned by: Danyel Scott D1D794348295401...
By: for Shelby Rognstad, Mayor	By: Danyel Scott
	Member
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest:	Attest:
Address for giving notices:	Address for giving notices:
City of Sandpoint, City Clerk	2150 SE Hwy 101
1123 Lake Street	Pmb 384
Sandpoint, Idaho 83864	Lincoln City, Oregon 97367
	Engineer License No. or Certificate No.: (Where applicable)
	State:
	Contractor License No.: PWC-C-16054-B-4 (Where applicable)
	State: Idaho
Designated Representative:	Designated Representative:
Name: Maeve Nevins-Lavtar	Name: Danyel Scott
Title: Parks Planning & Development Manager	Title: Member
Address: 1123 Lake Street	Address: 2150 SE Hwy 101 Pmb 384
Sandpoint, Idaho 83864	Lincoln City, Oregon 97367
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Facsimile:	Facsimile:

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

Prepared by

EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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American Council of Engineering Companies

AGC of America
The Associated General Contractors of America
Quality People. Quality Projects.

ASCE American Society of Civil Engineers

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Professional Engineers in Private Practice

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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
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These General Conditions have been prepared for use with either one of the two Agreements between Owner and Design/Builder (EJCDC D-520 and D-525, 2009 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. The comments and instructions contained in the Guide to Use of EJCDC Design/Build Documents (EJCDC D-001, 2009 Edition) are also carefully interrelated with the wording of these General Conditions.

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. 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 Proposals which clarify, correct or change the Request for Proposals or the Contract Documents.

2. *Agreement*: The written instrument which is evidence of the agreement between Owner and Design/Builder covering the Work.

3. *Application for Payment*: The form which is to be used by Design/Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bonds*: Performance and payment bonds and other instruments of security.

6. *Change Order*: A written order which is signed by Design/Builder and Owner which authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

7. *Claim*: A demand or assertion by Owner or Design/Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a claim.

8. *Conceptual Documents*: The drawings and specifications and/or other graphic or written materials, criteria and information concerning Owner's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, including those items enumerated in the Request for Proposals which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for Owner.

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9. *Construction*: The part of the Work that is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.

10. *Construction Subagreement*: A written agreement between Design/Builder and a construction Subcontractor for provision of Construction.

11. *Contract*: The entire and integrated written agreement between Owner and Design/Builder concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

13. *Contract Price*: The moneys payable by Owner to Design/Builder for completion of the Work in accordance with the Contract Documents.

14. *Contract Times*: The numbers of days or the dates stated in the Agreement to (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment in accordance with Paragraph 13.08.

15. *Design/Builder*: The individual or entity with whom Owner has entered into the Agreement.

16. *Design Subagreement*: A written agreement between Design/Builder and a design professional for provision of Design Professional Services.

17. *Design Professional Services*: That part of the Work comprised of services relating to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals during Bidding/Negotiating, Construction, or Operational phases.

18. *Drawings*: Those portions of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the Work.

19. *Effective Date of the Agreement*: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Field Order*: A written order issued by Owner which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *Hazardous Environmental Condition*: The presence at the Site of Asbestos, Hazardous Waste, PCB's, Petroleum Products or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto on connection with the Work.

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22. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

23. *Laws or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

24. *Liens*: Charges, security interests or encumbrances upon real property or personal property.

25. *Milestone*: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

26. *Notice of Award*: The written notice by Owner to the successful proposer stating that upon compliance by the successful proposer with the conditions precedent included therein, within the time specified, Owner will sign and deliver the Agreement.

27. *Notice to Proceed*: A written notice given by Owner to Design/Builder fixing the date on which the Contract Times will commence to run and on which Design/Builder shall start to perform the Work.

28. *Owner*: The individual or entity with whom Design/Builder has entered into the Agreement and for whom the Work is to be performed.

29. *Owner's Consultant*: An individual or entity with whom the Owner may contract to furnish services to Owner with respect to the Project and who is identified as such in the Supplementary Conditions.

30. *Partial Utilization*: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

31. *PCBs*: Polychlorinated biphenyls.

32. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

33. *Project*: The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

34. *Proposal*: The documents submitted by Design/Builder in response to the Request for Proposals setting forth the design concepts, proposed prices, and other conditions for the Work to be performed.

35. *Radioactive Material*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Request for Proposals*: The document prepared by or for Owner specifying and describing Owner's objectives and the procedure to be followed in preparing and submitting a Proposal and awarding a contract.

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37. *Resident Project Representative*: The authorized representative of Owner who may be assigned to the Site or any part thereof.

38. *Schedule of Values*: A schedule prepared by Design/Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work.

39. *Site*: Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design/Builder.

40. *Specifications*: The part of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

41. *Subcontractor*: An individual or entity other than a Supplier having a direct contract with Design/Builder or with any other Subcontractor for the performance of a part of the Work.

42. *Submittal*: A written or graphic document prepared by or for Design/Builder which is required by the Contract Documents to be submitted to Owner by Design/Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.

43. *Substantial Completion*: The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) 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 thereof.

44. *Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.

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

46. *Unit Price Work*: Work to be paid for on the basis of unit prices.

47. *Work*: The entire design and construction or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents.

48. *Work Change Directive*: A written directive to Design/Builder, issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion or revision in the Work, or responding to differing site conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a

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Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B are not defined terms, but when used in the Contract Documents have the indicated meanings.

B. *Intent of Certain Terms or Adjectives:*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.

3. The word "furnish," when used in connection with services, materials, or equipment, shall mean 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.

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

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

6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design/Builder, "provide" is implied.

7. 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 that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When Design/Builder delivers the executed Agreements to Owner, Design/Builder shall also deliver to Owner such Bonds as Design/Builder may be required to furnish in accordance with Paragraph 5.01.A.

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B. *Evidence of Insurance:* Before any Work is started, Design/Builder and Owner shall each deliver to the other those certificates of insurance that Design/Builder and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, 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 thirty days after the Effective Date of the Agreement. Unless agreed to in writing by Owner and Design/Builder, the Contract Times will commence to run no later than the ninetieth day after the last day for receipt of the Proposal or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.03 *Starting the Work*

A. Design/Builder shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.04 *Before Starting the Work*

A. Design/Builder's Review of Conceptual Documents: Before undertaking the Work, Design/Builder shall carefully study and compare those Conceptual Documents prepared by Owner and check and verify pertinent figures therein and all applicable field measurements. Design/Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design/Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby; however, Design/Builder shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Conceptual Documents unless Design/Builder knew thereof.

B. Preliminary Schedules: Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design/Builder shall submit the following to Owner for its 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 Documents;

2. A preliminary schedule of Submittals which will list each required Submittal and the times for submitting, reviewing and processing each Submittal;

3. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and

4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

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2.05 *Initial Conference*

A. Within twenty days after the Contract Times start to run, Design/Builder will arrange a conference attended by Owner and Design/Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in Paragraph 2.04.B, procedures for handling Submittals, processing Applications for Payment, maintaining required records, items required pursuant to Paragraph 8.01.A.6 and other matters.

B. At the initial conference Owner and Design/Builder 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.06 *Initial Acceptance of Schedules*

A. At least ten days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design/Builder will arrange a conference attended by Design/Builder, Owner and others as appropriate to review for acceptability the schedules submitted in accordance with Paragraph 2.04.B. Design/Builder shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Design/Builder until the acceptable schedules are submitted to Owner.

1. The progress schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on Owner responsibility for the progress schedule, for sequencing, scheduling or progress of the Work nor interfere with nor relieve Design/Builder from Design/Builder's full responsibility therefor.

2. Design/Builder's schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required Submittals.

3. Design/Builder's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents including but not limited to the Conceptual Documents, the Drawings, and the Specifications to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Design/Builder will furnish or perform all labor, documentation, services, materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called, for at no additional cost to Owner.

3.02 *Reference Standards*

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A. Standards, Specifications, Codes, Laws or Regulations.

1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, Design/Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner or its officers, directors, members, partners, employees, agents, consultants, or subcontractors any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Resolving Discrepancies*

A. In the event of a discrepancy between the Conceptual Documents on the one hand and the Proposal or Drawings or Specifications on the other hand, the Conceptual Documents will control except when Owner has approved a Submittal pursuant to Paragraph 6.17.B.

B. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such 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 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Owner's approval of required Submittals (pursuant to Paragraph 6.17.B);

2. A Work Change Directive;

3. A Change Order;

4. A Field Order.

3.05 *Reuse of Documents*

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A. All documents including Drawings and Specifications prepared or furnished by Design/Builder pursuant to this Agreement are for Design/Builder's own use, and Design/Builder shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others. However, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse or any continued use after any termination without written verification or adaptation by Design/Builder for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design/Builder and Owner shall indemnify and hold harmless Design/Builder and Subcontractors from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Design/Builder to further compensation at rates to be agreed upon by Owner and Design/Builder.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner to Design/Builder or Design/Builder to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Design/Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site which Design/Builder will have to comply in performing the Work. Unless otherwise provided in the Contract Documents, Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Design/Builder and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in Owner's furnishing the Site, Design/Builder may make a Claim therefor as provided in Article 9.

B. Upon reasonable written request, Owner shall furnish Design/Builder with a current statement of record legal title and legal description of the lands upon which the Construction is to be performed and Owner's

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interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws or Regulations.

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

4.02 *Differing Site Conditions*

A. Design/Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.

B. Owner will investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Design/Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 9.

C. No request by Design/Builder for an equitable adjustment under Paragraph 4.02 shall be allowed unless Design/Builder has given the written notice required; provided that the time prescribed in 9.03.A for giving written notice may be extended by Owner.

D. The provisions of this Paragraph 4.02 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

4.03 *Reference Points*

A. Design/Builder shall be responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner pursuant to Paragraph 8.01.A.6.e, and shall make no changes or relocations without the prior written approval of Owner. Design/Builder shall report to Owner 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 *Hazardous Environmental Condition at Site*

A. Design/Builder will not be responsible for any Hazardous Environmental Condition encountered at the Site which was not identified in the Contract Documents to be within the scope of the Work. Design/Builder shall be responsible for materials creating a Hazardous Environmental Condition created by any materials brought to the Site by Design/Builder, Subcontractors, Suppliers or anyone else for whom Design/Builder is responsible.

B. If Design/Builder encounters a Hazardous Environmental Condition, Design/Builder shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Construction in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16); and (iii) notify Owner (and thereafter confirm such notice in writing). Owner shall promptly determine the necessity of retaining a qualified expert to evaluate such condition or take corrective action, if any.

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C. Design/Builder shall not be required to resume Construction in connection with such Hazardous Environmental Condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Design/Builder written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Construction, or (ii) specifying any special conditions under which such Construction may be resumed safely. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Construction stoppage or such special conditions under which Construction is agreed to be resumed by Design/Builder, either party may make a Claim therefor as provided in Article 9.

D. If after receipt of such special written notice Design/Builder does not agree to resume Construction based on a reasonable belief it is unsafe, or does not agree to resume such Construction under such special conditions, then Owner may order such portion of the Work that is related to such Hazardous Environmental Condition to be deleted from the Work. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Article 9. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

E. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder, Subcontractors, Suppliers and the officers, directors, partners, employees, agents, other 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 resulting from such Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Contract Documents to be included in the scope of the Work, and (iii) was not created by Design/Builder or by anyone for whom Design/Builder is responsible. Nothing in this Paragraph 4.04.E shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

F. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultant and the officers, directors, partners, employees, agents, other 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 resulting from such Hazardous Environmental Condition created by Design/Builder or anyone for whom Design/Builder is responsible. Nothing in this Paragraph 4.04.F shall obligate Design/Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment and Other Bonds*

A. Design/Builder shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Design/Builder's obligations to furnish, provide and pay for Work and related materials under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Design/Builder shall also furnish such other Bonds as are required by the Contract Documents.

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B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any Bond furnished by Design/Builder is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B and 5.02, Design/Builder shall within twenty days thereafter substitute another Bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Design/Builder shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Design/Builder shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured or loss payee) which Design/Builder is required to purchase and maintain.

B. Owner shall deliver to Design/Builder, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Design/Builder or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Design/Builder's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Design/Builder's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Design/Builder.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Design/Builder's liability under the indemnities granted to Owner and others in the Contract Documents.

5.04 *Design/Builder's Insurance*

A. Design/Builder shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Design/Builder's performance of the Work and Design/Builder's other obligations under the

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Contract Documents, whether it is to be performed by Design/Builder, 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:

1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

2. Claims based on the provision of professional services, including but not limited to the design services performed by Design/Builder, to be insured under a professional liability insurance policy or endorsement;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design/Builder's employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design/Builder's employees;

4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Design/Builder, or (ii) by any other person for any other reason;

5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. Claims 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.

B. The policies of insurance required by paragraph 5.04.A shall:

1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds Owner and Owner's Consultants and any other persons or entities indicated in the Supplementary Conditions (subject to any customary exclusion in respect of professional liability), all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, and employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. Include at least the specific overages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. Include contractual liability insurance covering Design/Builder's indemnity obligations under Paragraphs 6.11 and 6.21;

4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Design/Builder pursuant to Paragraph 5.03 will so provide);

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5. Remain in effect at least until final payment and at all times thereafter when Design/Builder may be correcting, removing or replacing defective Construction in accordance with Paragraphs 12.06 and 12.07; and

7. Include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Design/Builder shall furnish Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Design/Builder under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Construction at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws or Regulations). This insurance will:

   1. Include the interests of Owner, Owner's Consultant, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

   2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Construction, temporary buildings, falsework, and all materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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

   4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Construction, provided that such materials and equipment have been included in an Application for Payment approved by Owner;

   5. Allow for partial utilization by Owner of the Work;

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6. Include testing and start-up; and

7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner and Design/Builder with thirty days' written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which will include the interests of Owner, Owner's Consultants, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Owner in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days' prior written notice has been given to Design/Builder and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Design/Builder, Subcontractors, Suppliers, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Design/Builder, Subcontractor, or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Design/Builder requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Design/Builder by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Design/Builder whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Design/Builder intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Owner's Consultant, Design/Builder, Subcontractors, Suppliers, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Design/Builder waive all rights against each other and their respective officers, directors, members, partners, employees, agents, and other 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 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 Owner's Consultant, Subcontractors, Suppliers, and all other individuals or entities identified in the Supplementary Conditions as insureds or loss payees under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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B. Owner waives all rights against Design/Builder, Subcontractors, and Suppliers and the officers, directors, members, employees and agents of any of them for:

1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property caused by, arising out of or resulting from fire or other peril whether or not insured by Owner; and

2. Loss or damage to the completed Project or any part thereof caused by, arising out of. or resulting from fire or other insured peril or cause or loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 13.06, after Substantial Completion pursuant to Paragraph 13.05, or after final payment pursuant to Paragraph 13.08.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Design/Builder, Subcontractors, Owner's Consultant, and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Construction shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Design/Builder has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of their not complying with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by Paragraph 2.04.C. Owner and Design/Builder shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, 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.

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Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was supposed to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurance*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 13.06, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – DESIGN/BUILDER'S RESPONSIBILITIES

6.01 Design Professional Services

A. *Standard of Care:* The standard of care for all Design Professional Services performed or furnished by Design/Builder under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar conditions at the same time and in the same locality.

B. *Preliminary Design Phase:* After the Contract Times commence to run, Design/Builder shall:

1. Consult with Owner to understand Owner's requirements for the Project and review available data;

2. Advise Owner as to the necessity of Owner's providing or obtaining from others additional reports, data, or services of the types provided in Paragraph 8.01.A.6.a-g and assist Owner in obtaining such reports, data, or services;

3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Design/Builder with whom consultation is to be undertaken in connection with the Project;

4. Obtain such additional geotechnical and related information which it deems necessary for performance of the Work;

5. On the basis of the Conceptual Documents and Design/Builder's Proposal, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;

6. Furnish the preliminary design documents to and review them with Owner within the times indicated in the schedules described in Paragraphs 2.06.A.1 and 2.06.A.2; and

7. Identify any variations in the preliminary design documents from the Contract Documents in accordance with 6.17.B.

C. Final Design Phase:

After written acceptance by Owner of the preliminary design phase documents Design/Builder shall:

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1. On the basis of the accepted Preliminary Design Phase documents, prepare final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design/Builder and Specifications (which will be prepared, where appropriate, in general conformance with the format recommended by the Construction Specifications Institute);

2. Provide technical criteria, written descriptions, and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;

3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in Paragraphs 2.06.A.1 and 2.06.A.2; and

4. Identify any deviations from other Contract Documents in accordance with Paragraph 6.17.B.

6.02 Supervision and Superintendence of Construction

A. Design/Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design/Builder shall be solely responsible for the means, methods, techniques, sequences, and procedures of Construction. Design/Builder shall be responsible to see that the completed Construction complies fully with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.

B. At all times during the progress of Construction, the Design/Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

6.03 Labor, Working Hours

A. Design/Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design/Builder shall at all times maintain good discipline and order at the Site.

B. 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 indicated in the Contract Documents, all Construction at the Site shall be performed during regular working hours, and Design/Builder will not permit overtime work or the performance of Construction on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld).

6.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Design/Builder shall furnish or cause to be furnished 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.

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B. All materials and equipment incorporated into the Work shall be as specified by Owner, or in the Drawings or Specifications, or if not specified shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design/Builder 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 shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.05 Progress Schedule

A. Design/Builder shall adhere to the progress schedule established in accordance with Paragraph 2.06.A as it may be adjusted from time to time as provided below:

1. Design/Builder shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 11.02. Such adjustments may only be made by a Change Order.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Design/Builder shall not employ any Subcontractor, Supplier, or other individual or entity against whom Owner may have reasonable objection. Design/Builder shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Design/Builder has reasonable objection.

B. Design/Builder shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Design/Builder is responsible for Design/Builder's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier, or other individual or entity;

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

C. Design/Builder shall be solely responsible for scheduling and coordinating Subcontractors, Suppliers, and other individuals and entities performing or furnishing any of the Work under a direct or indirect contract with Design/Builder.

D. Design/Builder shall require all Subcontractors, Suppliers, and such other individuals and entities performing or furnishing any of the Work to communicate with the Owner through Design/Builder.

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E. All Work performed for Design/Builder by a Subcontractor or Supplier will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design/Builder and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Design/Builder and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Design/Builder, Owner's Consultant, and all other loss payees (and their officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Design/Builder will obtain the same.

6.07 Patent Fees and Royalties

A. Design/Builder 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 a particular invention, design, process, product, or device is specified in the Conceptual Documents for use in the performance of the Construction and if to the actual knowledge of Owner 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 shall be disclosed by Owner in the Conceptual Documents.

B. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner and Owner's Consultant, and the officers, directors, partners, employees or agents, and other consultants 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 resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device except those required by the Conceptual Documents.

C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder and its officers, directors, members, partners, employees or agents, Subcontractors and Suppliers 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 resulting from 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 required by the Conceptual Documents, but not identified by Owner as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

6.08 Permits

A. Unless otherwise provided in the Contract Documents, Design/Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. Owner shall assist Design/Builder, when necessary, in obtaining such permits, licenses and approvals. Design/Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work, which are applicable on the last day for receipt of Proposals. Design/Builder shall pay all

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charges of utility owners for connections for providing permanent service to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto.

6.09 Laws or Regulations

A. Design/Builder shall give all notices required by and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design/Builder's compliance with any Laws or Regulations.

B. If Design/Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design/Builder shall bear 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.

C. Changes in Laws or Regulations not known on the Effective Date having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Times.

6.10 Taxes

A. Design/Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design/Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas.

1. Design/Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design/Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of Work, Design/Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design/Builder's performance of the Construction.

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B. *Removal of Debris:* During the performance of the Construction, Design/Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.

C. *Cleaning:* Prior to Substantial Completion, Design/Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design/Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures*: Design/Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design/Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Design/Builder shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and Work Change Directives in good order and annotated to show all changes made during performance of the Work. These record documents together with all approved Submittals will be available to Owner for reference. Upon completion of the Work, these record documents and Submittals will be delivered to Owner.

6.13 Safety and Protection

A. Design/Builder 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. Design/Builder 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, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. Design/Builder shall comply with 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. Design/Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Design/Builder shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

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D. Design/Builder shall inform Owner of the specific requirements of Design/Builder's safety program with which Owner and its employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Design/Builder, 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 Design/Builder.

F. Design/Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design/Builder in accordance with Paragraph 13.08.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Design/Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Design/Builder shall be responsible for coordinating any exchange of 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.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design/Builder is obligated to act to prevent threatened damage, injury or loss. Design/Builder shall give Owner prompt written notice if Design/Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Design/Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Submittals

A. Owner will review and approve Submittals in accordance with the schedule of required Submittals accepted by Owner as required by Paragraph 2.06.A. Owner's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the construction, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

B. Owner's review and approval of Submittals shall not relieve Design/Builder from responsibility for any variation from the requirements of the Contract Documents unless Design/Builder has in a separate

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written communication at the time of submission called Owner's attention to each such variation and Owner has given written approval.

C. Construction prior to Owner's review and approval of any required Submittal will be at the sole risk of Design/Builder.

6.18 Continuing the Work

A. Design/Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Design/Builder and Owner may otherwise agree in writing.

6.19 Post-Construction Phase

A. Design/Builder shall:

1. Provide assistance in connection with the start-up, testing, refining and adjusting of any equipment or system.

2. Assist Owner in training staff to operate and maintain the Work.

3. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Work.

6.20 Design/Builder's General Warranty and Guarantee

A. Design/Builder warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective.

B. Design/Builder's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification or improper maintenance or operation by persons other than Design/Builder, Subcontractors, or Suppliers or any other individual for whom Design/Builder is responsible; or

2. normal wear and tear under normal usage.

C. Design/Builder's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design/Builder's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Owner;

2. The making of any progress or final payment;

3. The issuance of a certificate of Substantial Completion;

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4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Submittal;

6. Any inspection, test, or approval by others; or

7. Any correction of defective Construction by Owner.

6.21 Indemnification

A. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants, and the officers, members, directors, partners, employees, agents, other consultants and subcontractors of each 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 resulting from the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 Design/Builder, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work.

B. In any and all claims against Owner, Owner's Consultant, or any of their respective consultants, agents, officers, members, directors, partners or employees by any employee (or the survivor or personal representative of such employee) of Design/Builder, any Subcontractor, any Supplier, 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 6.21.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Design/Builder or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts.

C. The indemnification obligations of Design/Builder under Paragraph 6.21.A shall not extend to the liability of Owner's Consultant, and their officers, directors, members, partners, employees, agents, other consultants, and subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

ARTICLE 7 – OTHER CONSTRUCTION

7.01 Related Work at Site

A. Owner may perform other Work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. Written notice thereof will be given to Design/Builder prior to starting any such other work; and

2. if Owner and Design/Builder are unable to agree on entitlement to or on the extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, Design/Builder may make a Claim therefor as provided in Article 9.

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B. Design/Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design/Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design/Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design/Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design/Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design/Builder in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Design/Builder's Work depends upon work performed or services provided by others under this Article 7, Design/Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design/Builder's Work. Design/Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design/Builder's Work except for latent or nonapparent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. The individual or entity who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility in respect of such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Design/Builder for the reasonable direct delay and disruption costs incurred by Design/Builder as a result of the other contractor's wrongful actions or inactions.

C. Design/Builder shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Design/Builder's wrongful action or inactions.

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ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 General

A. Owner shall do the following in a timely manner so as not to delay the services of Design/Builder:

1. Provide such legal services as Owner may require with regard to legal issues pertaining to the Project including any that may be raised by Design/Builder;

2. If requested in writing by Design/Builder, furnish reasonable evidence satisfactory to Design/Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design/Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days notice to the Owner;

3. Make payments to Design/Builder promptly when they are due as provided in Paragraph 13.03 and 13.08;

4. Furnish the Site as set forth in Paragraph 4.01.A;

5. Furnish to Design/Builder, as required for performance of Design/Builder's Services the following, all of which Design/Builder may use and rely upon in performing services under this Agreement:

   a. Environmental assessment and impact statements;

   b. Property, boundary, easement, right-of-way, topographic, and utility surveys;

   c. Property descriptions;

   d. Zoning, deed, and other land use restrictions;

   e. Engineering surveys to establish reference points for design and construction which in Owner's judgment are necessary to enable Design/Builder to proceed with the Work;

   f. Assistance to Design/Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project;

   g. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents; and

   h. Identify all reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site, all drawings known to owner of physical conditions relating to existing surface or subsurface structures at the Site, and any information or data known to Owner concerning underground facilities at the Site.

6. Review Submittals subject to Owner review pursuant to Paragraph 6.17.A; and

7. Provide information known to Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

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8.02 Insurance

A. Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.03 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design/Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design/Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design/Builder's failure to perform the Work in accordance with the Contract Documents.

8.04 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the Site is set forth in Paragraph 4.04.

8.05 Resident Project Representation

A. Owner may furnish a Resident Project Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions.

8.06 Owner's Consultant

A. Owner's Consultant, if any, has no duties, responsibilities, or authorities with respect to Design/Builder, unless so provided in the Supplementary Conditions.

8.07 Compliance with Safety Program

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design/Builder's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – CHANGES IN THE WORK; CLAIMS

9.01 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 within the general scope of the Contract by a Change Order or a Work Change Directive. Upon receipt of any such document, Design/Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 Unauthorized Changes in the Work

A. Design/Builder 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,

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modified and supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Construction as provided in Paragraph 12.04.

9.03 Claims

A. *Notice:* If Owner and Design/Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of any order of Owner pursuant to Paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a Claim may be made therefor. Written notice of intent to make such a Claim shall be submitted to the other party promptly and in no event more than 15 days after the start of the occurrence or event giving rise to the Claim.

B. *Documentation:* Substantiating documentation shall be submitted by the claiming party within 30 days after delivery of the notice required by Paragraph 9.03.A.

C. *Decision:* The other party shall render a decision on the Claim no more than 30 days after the receipt of the substantiating documentation required by Paragraph 9.03.B. This decision will be final and binding unless the claiming party gives notice of intention to exercise its rights under Article 15 within 30 days of receipt of the decision and exercises such rights within 30 days of giving the notice of intent.

D. *Time Limit Extension:* The time limits of Paragraphs 9.03.B and 9.03.C may be extended by mutual agreement.

9.04 Execution of Change Orders

A. Owner and Design/Builder shall execute appropriate Change Orders covering:

1. Changes in the Work which are (i) ordered by Owner pursuant to Paragraph 9.01, (ii) required because of acceptance of defective Construction under Paragraph 12.08 or Owner's correction of defective Work under Paragraph 12.09 or (iii) agreed to by the parties; and

2. Changes in the 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.

9.05 Notice to Sureties

A. If notice 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) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design/Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 10 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

10.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design/Builder in the proper performance of the Work. When the value of Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the

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Work, the costs to be reimbursed to Design/Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall not include any of the costs itemized in Paragraph 10.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Design/Builder in the performance of the Work under schedules of job classifications agreed upon by Owner and Design/Builder.

    a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.

    b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this Paragraph 10.01.A.1, Design/Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.

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 shall accrue to Design/Builder unless Owner deposits funds with Design/Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design/Builder shall make provisions so that they may be obtained.

3. Payments made by Design/Builder to Subcontractors (excluding payments for Design Professional Services pursuant to Paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. 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 shall be determined in the same manner as Design/Builder's Cost of the Work and fee.

4. Payments made by Design/Builder for Design Professional Services provided or furnished under a Design Subagreement.

5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

6. Supplemental costs including the following items:

    a. The proportion of necessary transportation, travel and subsistence expenses of Design/Builder's employees incurred in discharge of duties connected with the Work.

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b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design/Builder.

c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design/Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design/Builder is liable, imposed by Laws or Regulations.

e. Deposits lost for causes other than negligence of Design/Builder, 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, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design/Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design/Builder's fee.

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

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. Cost of premiums for all Bonds and insurance Design/Builder is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:*

The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Design/Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Design/Builder whether at the Site or in Design/Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.01.A.1, all of which are to be considered administrative costs covered by the Design/Builder's fee.

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2. Expenses of Design/Builder's principal and branch offices other than Design/Builder's office at the Site.

3. Any part of Design/Builder's capital expenses, including interest on Design/Builder's capital employed for the Work and charges against Design/Builder for delinquent payments.

4. Costs due to the negligence of Design/Builder, 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.01.A.

C. Design/Builder's Fee: When all the Work is performed on the basis of cost-plus, Design/Builder's fee shall be as set forth in the Agreement. When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design/Builder's fee shall be determined as set forth in Paragraph 11.01.C.

D. Documentation: Whenever the cost of any Work is to be determined pursuant to Paragraph 10.01.A and 10.01.B, Design/Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

10.02 Cash Allowances

A. The Contract Price includes all allowances so named in the Contract Documents. Design/Builder shall cause the Work so covered to be performed for such sums as may be acceptable to Owner. Design/Builder agrees that:

1. The allowances include the cost to Design/Builder (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. Except as set forth in the Contract Documents, Design/Builder's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Design/Builder on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.03 Unit Prices

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 of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price

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Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design/Builder will be made by Owner.

B. Each unit price will be deemed to include an amount considered by Design/Builder to be adequate to cover Design/Builder's overhead and profit for each separately identified item.

C. Design/Builder or Owner may make a Claim for an adjustment in the Contract Price in accordance with Article 9 if:

1. the quantity of any item of Unit Price Work performed by Design/Builder differs materially and significantly from the estimated quantity of such item indicated in the Contract Documents;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Design/Builder believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes it is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 11 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

11.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the Claim to the other party promptly in accordance with Paragraph 9.03.A.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 10.03); or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.01.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 11.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 10.01) plus a Design/Builder's Fee for overhead and profit (determined as provided in Paragraph 11.01.C).

C. *Design/Builder's Fee:* The Design/Builder's fee for overhead and profit on Change Orders shall be determined as follows:

1. A mutually acceptable fixed fee; or

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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 10.01.A.1.a and 10.01.A.2, the Design/Builder's fee shall be 15 percent;

   b. For costs incurred under Paragraph 10.01.A.3 10.01.A.4, 10.01.A.5 and 10.01.A.6, the Design/Builder's fee shall be five 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 11.01.C.1 and 11.01.C.2.a is that the Subcontractor who actually performs or furnishes Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 10.01.A.1 and 10.01.A.2 and that any higher tier Subcontractor and Design/Builder will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. The amount of credit to be allowed by Design/Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Design/Builder's fee by an amount equal to five percent of such net decrease; and

   e. When both additions and credits are involved in any one change, the adjustment in Design/Builder's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.01.C.2.a through 11.01.C.2.d, inclusive.

11.02 Change of Contract Times

A. The Contract Times (or Milestones) may only be changed by a Change Order. Any Claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice pursuant to Paragraph 9.03.A.

B. *Delays Beyond Design/Builder's Control:* Where Design/Builder is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Design/Builder, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 11.02.A. Delays beyond the control of Design/Builder shall include, but not be limited to, acts or neglect by Owner, governmental agencies, acts or neglect of utility owners or other contractors performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

C. If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Design/Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Design/Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design/Builder's ability to complete the Work within the Contract Times.

D. If Design/Builder is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Design/Builder, then

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Design/Builder shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Design/Builder's ability to complete the Work within the Contract Times. Such an adjustment shall be Design/Builder's sole and exclusive remedy for the delays described in this Paragraph 11.02.C.

E. Owner and Owner's Consultant shall not be liable to Design/Builder for any claims, costs, losses, or 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) sustained by Design/Builder on or in connection with any other project or anticipated project.

F. Design/Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Design/Builder. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design/Builder.

ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

12.01 Notice of Defects

A. Owner shall give Design/Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected or accepted as provided in this Article 12.

12.02 Access to Construction

A. Owner, Owner's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design/Builder shall provide them proper and safe conditions for such access and advise them of Design/Builder's Site safety procedures and programs so that they may comply therewith as applicable.

12.03 Tests and Inspections

A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested or approved, Design/Builder shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design/ Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design/Builder's purchase thereof for incorporation in the Work.

B. Design/Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.

C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design/Builder without written concurrence of Owner, then Contractor shall, if requested by Owner, uncover such Construction for observation.

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D. Uncovering Construction as provided in Paragraph 13.03.E shall be at Design/Builder's expense unless Design/ Builder has given Owner timely notice of Design/Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.04 Uncovering Construction

A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design/Builder's expense.

B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design/Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material and equipment. If it is found that such Construction is defective, Design/Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If, however, such Construction is not found to be defective, Design/Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, 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, Design/Builder may make a Claim therefor as provided in Article 9.

12.05 Owner May Stop Construction

A. If Construction is defective, or Design/Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design/Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design/Builder or any other party.

12.06 Correction or Removal of Defective Construction

A. Owner will have authority to disapprove or reject defective Construction and will have authority to require special inspection or testing of the Construction whether or not the Construction is fabricated, installed or completed. If required by Owner, Design/Builder shall promptly, as directed, either correct all defective Construction, whether or not fabricated, installed or completed, or, if the Construction has been rejected by Owner, remove it from the Site and replace it with non-defective Construction. Design/Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to 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 such correction or removal.

12.07 Correction Period

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A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, Design/Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design/Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design/Builder.

B. 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 Conceptual Documents.

C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, removed or replaced under this Paragraph 12.07, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 Acceptance of Defective Construction

A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. Design/Builder 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) attributable to Owner's evaluation of and determination to accept such defective Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If the acceptance occurs after final payment, an appropriate amount will be paid by Design/Builder to Owner.

12.09 Owner May Correct Defective Construction

A. If Design/Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction as required by Owner in accordance with Paragraphs 12.06.A or 12.07.A, or if Design/Builder fails to perform the Construction in accordance with the Contract Documents, or if Design/Builder fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Design/Builder, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 12.09 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design/Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design/Builder's services related thereto, take possession of Design/Builder's tools, appliances, construction equipment and

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machinery at the Site, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere. Design/Builder shall allow Owner, Owner's Consultant, Owner's representatives, agents, employees, and other contractors access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this Paragraph 12.09 will be charged against Design/Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9.

D. Design/Builder shall not be allowed an extension of the Contract Times (or Milestones) 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 12.09.

ARTICLE 13 – PAYMENTS TO DESIGN/BUILDER AND COMPLETION

13.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.06.A will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 Application for Progress Payment

A. On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design/Builder shall submit to Owner for review an Application for Payment filled out and signed by Design/Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required by the Contract Documents. 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 shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

B. Beginning with the second Application for Payment, each Application shall include an affidavit of Design/Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design/Builder's legitimate obligations associated with prior Applications for Payment.

C. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

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13.03 Progress Payments

A. *Procedure:* Progress payments shall be made by the Owner to the Design/Builder according to the following procedure:

1. Owner will, within ten days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design/Builder indicating in writing its reasons for refusing to accept the Application. Not more than ten days after accepting such Application the amount will become due and when due will be paid by Owner to Design/Builder.

2. If Owner should fail to pay Design/Builder at the time the payment of any amount becomes due, then Design/Builder may, at any time thereafter, upon serving written notice that he will stop the Work within seven days after receipt of the notice by Owner, and after such seven day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner.

3. Payments due but unpaid shall bear interest at the rate specified in the Agreement.

4. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

B. *Reduction in or Refusal to Make Payment:* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:

1. the Construction is defective, or completed Construction has been damaged requiring correction or replacement; or

2. the Contract Price has been reduced by Change Order; or

3. Owner has been required to correct defective Construction or complete Work in accordance with Paragraph 12.09.A; or

4. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.A.; or

5. Claims have been made against Owner on account of Design/Builder's performance or furnishing of the Work; or

6. Liens have been filed in connection with the Work, except where Design/Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

7. There are other items entitling Owner to a set off against the amount for which application is made.

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C. If Owner refuses to make payment of the full amount requested by Design/Builder, Owner must give Design/Builder immediate written notice stating the reasons for such action and promptly pay Design/Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design/Builder the amount withheld or any adjustment thereto agreed to when Design/Builder remedies the reason for such action.

D. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

13.04 Design/Builder's Warranty of Title

A. Design/Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.05 Substantial Completion

A. When Design/Builder considers the Work ready for its intended use Design/Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design/Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design/Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design/Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design/Builder a written determination as to division of responsibilities pending final payment between Owner and Design/Builder with respect to security, operation, safety, protection of Construction, maintenance, heat, utilities, insurance and warranties and guarantees.

B. Owner will have the right to exclude Design/Builder from the Site after the date of Substantial Completion, but Owner will allow Design/Builder reasonable access to complete or correct items on the list of items to be completed.

13.06 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design/Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design/Builder's performance of the remainder of the Construction, subject to the following:

1. Owner at any time may request Design/Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design/Builder agrees that such part of the Work is substantially complete, Design/Builder and Owner will follow the procedures of Paragraph 13.05 for that part of the Construction.

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2. Design/Builder at any time may notify Owner in writing that Design/Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner and Design/Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 13.05 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 of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

13.07 Final Inspection

A. Upon written notice from Design/Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design/Builder and will notify Design/Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design/Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 Final Payment

A. Application for Payment.

1. After Design/Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, record documents (as provided in Paragraph 6.12) and other documents, Design/Builder may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.

3. In lieu of such releases or waivers of Liens specified in Paragraph 13.08.A.2 and as approved by Owner, Design/Builder may furnish receipts or releases in full and an affidavit of Design/Builder that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner might in any way be responsible, or which in any way might 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, Design/Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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B. *Final Payment and Acceptance:* If Owner is satisfied that the Work has been completed and Design/Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, give written notice to Design/Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design/Builder, indicating in writing the reasons for refusing to process final payment, in which case Design/Builder shall make the necessary corrections and resubmit the Application.

C. *Payment Becomes Due:* Thirty days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability, the amount will become due and will be paid by Owner to Design/Builder.

13.09 Final Completion Delayed

A. If, through no fault of Design/Builder, final completion of the Work is significantly delayed, Owner shall, upon receipt of Design/Builder's final Application for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.01.A, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Design/Builder to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

13.10 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. A waiver of all Claims by Owner against Design/Builder, except Claims arising from unsettled Liens, from defective Construction appearing after final inspection pursuant to Paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design/Builder's continuing obligations under the Contract Documents; and

2. A waiver of all Claims by Design/Builder against Owner other than those previously made in writing and still unsettled.

ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION

14.01 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 days by notice in writing to Design/Builder which will fix the date on which Work will be resumed. Design/Builder shall resume the Work on the date so fixed. Design/Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Design/Builder makes a Claim therefor as provided in Article 9.

14.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events justifies termination for cause:

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1. Design/Builder'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 established under Paragraph 2.06.A as adjusted from time to time pursuant to Paragraph 6.05).

2. Design/Builder's disregard of Laws or Regulations of any public body having jurisdiction.

3. Design/Builder's violation in any substantial way of provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, Owner may, after giving Design/Builder (and the surety, if any) seven days' written notice, terminate the services of Design/Builder, take possession of any completed Drawings and Specifications prepared by or for Design/Builder (subject to the indemnification provisions of Paragraph 3.05.A), exclude Design/Builder from the Site, and take possession of the Work and of all Design/Builder's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Design/Builder (without liability to Design/Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design/Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (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) such excess will be paid to Design/Builder. If such costs, losses and damages exceed such unpaid balance, Design/Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be 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.

C. Notwithstanding Paragraph 14.02.B, Design/ Builder's services will not be terminated if Design/Builder begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability.

14.03 Owner May Terminate for Convenience

A. Upon seven days' written notice to Design/Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design/Builder shall be paid (without duplication of any items) for:

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

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with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. Amounts paid in settlement of terminated contracts with Subcontractors, Suppliers and others (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 incurred in connection with termination of contracts with Subcontractors, Suppliers and others); and

4. Reasonable expenses directly attributable to termination.

B. Except as provided in Paragraph 14.03.C, Design/Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14.04 Design/Builder May Stop Work or Terminate

A. If, through no act or fault of Design/Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within thirty days after it is submitted or Owner fails for thirty days to pay Design/Builder any sum finally determined to be due, then Design/Builder may, upon seven days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in Paragraph 14.03.A. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design/Builder any sum finally determined to be due, Design/Builder may upon seven days' written notice to Owner stop the Work until payment is made of all such amounts due Design/Builder, including interest thereon. The provisions of this Paragraph 14.04.A are not intended to preclude Design/Builder from making Claim under Article 9 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design/Builder's stopping Work as permitted by this paragraph.

ARTICLE 15 – DISPUTE RESOLUTION

15.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no such method and procedure has been set forth, Owner and Design/Builder may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 16 – MISCELLANEOUS

16.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.02 Computation of Times

A. When any period of time is referred to in the Contract Documents 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

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Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.03 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:

1. Laws or Regulations; or

2. any special warranty or guarantee; or

3. other provisions of the Contract Documents.

B. The provisions of Paragraph 16.03.A 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.

16.04 Survival of Obligations

A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

16.05 Controlling Law

A. The Contract Documents will be construed in accordance with the law of the place of the Project.

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PART 1 – GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Contract Between OWNER and Design/Builder, EJCDC D-700 (2009 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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.

PART 2 – MODIFICATIONS OF THE GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

Add the following paragraphs immediately after Paragraph 1.01:

49. *As Shown* – "as shown" shall mean a specific reference to the Contract Drawings, equivalent to "as shown on the Contract Drawings."

50. *Final Acceptance* – OWNER's written acknowledgement that Design/Builder has achieved Final Completion as provided herein.

51. *Final Completion* – All obligations of Design/Builder under this Contract have been completed except for obligations that OWNER has waived or excused in writing and except for obligations of Design/Builder that survive termination of this Contract, such as warranty and indemnity.

52. *Owner* – OWNER's representative responsible for management and oversight of Design/Builder and coordination with the Design/Builder during construction. The RPR responsibilities in the Contract Documents shall also be performed by the Owner. OWNER may engage an inspector to observe construction activities, but the inspector shall not have the authority allocated to either the Owner or the RPR.

53. *Punch List* – A specific itemized list of defects provided by the OWNER to the Design/Builder that the Design/Builder shall address and complete the list to OWNER's satisfaction prior to Final Acceptance with the exception of non-critical punch list items that are agreed upon by OWNER and Design/Builder.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.04 Before Starting the Work

Add the following new Paragraph 2.04.C.

C. Design/Builder shall deliver to OWNER, with copies to the Owner and each additional insured identified in the Supplementary Conditions, certificates of insurance (or other evidence requested by OWNER) that Design/Builder is required to purchase and maintain in accordance with Paragraphs 5.03 and 5.04.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 Intent

Add a new Paragraph 3.01.C as follows:

The Proposal submitted by Design/Builder with its Proposal submitted by Design/Builder to the original Contractor (Emerick Construction) and accepted by OWNER will be incorporated as a Contract Document, will become a part of the complete contract and the concepts contained therein shall not be materially changed unless authorized by the OWNER. Interpretation and correct application of Contract Provisions are the responsibility of the Design/Builder. Changes in the design by the Design/Builder to meet contract requirements or correct defects or deficiencies, that do not materially change the Proposal, are the responsibility of the Design/Builder and are not considered Changes in the Work and no adjustment will be allowed to contract price or time. Changes in Work to meet contract requirements, that materially change the concepts in the Proposal, shall be reviewed by the OWNER. The Design/Builder may request a written change order for any such change, pursuant to the provisions of the Agreement.

SC-3.05.A Reuse of Documents

Delete the second sentence in Paragraph 3.05.A and replace with the following:

OWNER may make and retain copies of Project Documents for information and reference in connection with use on the Project by OWNER. Design/Builder and any Design Consultants grant OWNER a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the OWNER including but not limited to, commissioning, operations, maintenance, modifications, replacements or alterations.

SC-3.06.A Electronic Data

Add the following sentence after the first sentence in Paragraph 3.06.A:

OWNER will furnish Design/Builder one electronic .pdf format via email or other file transfer protocol. One paper copy will be furnished only upon request of the Design/Builder.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.01.C. Availability of Lands.

Add the following immediately following Paragraph 4.01.C:

No land on Site is available for temporary construction facilities or staging or storage of materials and equipment.

SC-4.02. Differing Site Conditions.

Add the following new paragraphs immediately after Paragraph 4.02.D:

E. OWNER does not represent that any information provided in the Contract shows completely all the existing subsurface conditions and do not guarantee any interpretation of facts or opinions in the reports or that the information shown on the Contract Documents will accurately describe the actual subsurface conditions which may be encountered. Design/Builder must assume all responsibility for deductions and conclusions which may be made as to the nature of the materials to be encountered and/or excavated, the difficulties of making and maintaining the required pile driving, and of doing other construction affected by subsurface conditions at the site of theconstruction.

F. Design/Builder shall bear the burden of proving that a Differing Site Condition exists and that it could not reasonably have worked around the Differing Site Condition so as to avoid additional cost. Each request for a Change Order under this Differing Site Condition Section shall be accompanied by a statement signed by a qualified professional setting forth all relevant assumptions made by Design/Builder with respect to the condition of the Site, justifying the basis for such assumptions and explaining exactly how the existing conditions differ from those assumptions, and stating the efforts undertaken by Design/Builder to find alternative design or construction solutions to eliminate or minimize the problem and the associated costs. For Differing Site Conditions involving Utilities, Design/Builder shall describe the nature of the investigations undertaken and explain why it could not have been expected to discover such Utility in the course of its Investigations.

G. Underground facilities in and adjacent to the project site may not be completely shown on drawings that are part of the Reference Documents. Design/Builder will need to contact all appropriate departments for locates when needed.

ARTICLE 5 – BONDS AND INSURANCE

Omit Article 5 in its entirety and replace with SC-Exhibit 1, Article 5, Bonds and Insurance.

ARTICLE 6 – DESIGN/BUILDER'S REPSONSIBILITIES

SC-6.01 Design Professional Services.

Modify Paragraph-6.01.B.2 to reference "Paragraph 8.01.A.5.a-h" rather than "Paragraph 8.01.A.6.a-g".

SC-6.02 Supervision and Superintendence of Construction.

Add the following new Paragraphs 6.02.C and 6.02.D immediately after GC-6.02.B:

C. The initial appointment of the Project Manager and Engineer of Record and any removal and subsequent appointment shall be subject to the prior approval of the Owner. For reasonable cause, Owner may, upon notice to Design/Builder, require Design/Builder to remove (or cause to be removed) and replace the resident superintendent from the Site. Once removed such personnel shall no longer be involved with the Work in any capacity.

D. Design/Builder is required to utilize the key staff included in its proposal and approved by OWNER to perform the Work. Any substitutions of key staff shall be subject to the prior approval of the Owner. The qualifications of the proposed key staff were an important factor in selecting the Design/Builder to perform the Work, and any substitutions not approved by OWNER will result in additional costs and losses incurred by OWNER.

E. The Project Manager shall serve as the single-point-contact for the Design-Builder, remain committed to a partnering relationship with the Owner, and have authority to make decisions on behalf of the Design- Builder. The Design-Builder's Project Manager shall coordinate with the Owner in a mutually agreeable format and frequency. Coordination shall be documented and include schedule progress, current risks, outstanding issues, submittal and transmittal status, quality, and safety.

SC-6.03 Labor, Working Hours.

Add the following new Paragraph 6.03.C immediately after GC-6.03.B:

C. For reasonable cause, Owner may, upon notice to Design/Builder, require Design/Builder to remove (or cause to be removed) any personnel performing any aspect of the Work. Once removed such personnel shall no longer be involved with the Work in any capacity.

SC-6.05.A Progress Schedule.

Delete the "or".

SC-6.12 Record Documents.

Delete Paragraph 6.12.A and replace it with the following:

A. Design/Builder shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. Locations of all underground conduits, piping and other utilities will also be shown on the record documents, in order that field-located utilities are accurately shown. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the Owner for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will

be delivered to OWNER.

B. At the beginning of the construction, Design/Builder shall set aside one (1) complete set of full-size prints of the Contract Drawings, upon which it shall record or cause its various subcontractors to record, all deviations in construction, underground utilities and any deviations due to change orders or field located utilities and other subsurface facilities which Design/Builder has installed as part of the Work. Notations and changes shall be done in a neat and legible manner acceptable to the Owner. Upon completion of the Work, Design/Builder shall deliver the set of marked-up prints to the Owner before final payment will be made.

SC-6.20 Design/Builder's General Warranty and Guarantee.

Add the following new Paragraph 6.20.D:

D. No provision of any instructions, warranties or guarantees will be effective to assign to OWNER's Consultant, OWNER, Owner, RPR or any of their consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 8.03.

SC-6.21 Indemnification.

Delete Paragraph 6.21.A in its entirety and substitute the following:

A. To the fullest extent permitted by Laws and Regulations, Design/Builder 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, expenses 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) to the extent such claim, cost, loss, expense or damages are caused by or relate to any actual or alleged negligent act or omission of Design/Builder, 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.

SC-6.21 Indemnification.

Delete Paragraph 6.21.C in its entirety and substitute the following:

C. The defense and indemnification obligations set forth in Paragraph SC-6.21.A shall not extend to the liability of OWNER's Consultant, Engineer, Owner and their officers, directors, members, partners, employees, agents, other consultants and subcontractors arising out of the giving of directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; provided, however, that this provision shall not operate to reduce or limit Design/Builder's primary responsibility for the adequacy of its construction methods, means, procedures or safety practices or its responsibility for the adequacy of its design. If there is a claim for a joint negligent act, error or

omission of the Design/Builder or its design consultant and the OWNER, the indemnification, defense and hold harmless provisions shall be apportioned on a comparative fault basis.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

SC-8.08 OWNER's Representative

Add the following new Paragraph 8.08:

Owner will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of the Owner as OWNER's representatives during construction are set forth in the Contract Documents. OWNER may engage an inspector to observe construction activities, but the inspector shall not have the authority allocated to either the Owner or the RPR.

SC-8.10 Authorized Variations in Work

Add the following new Paragraph 8.10:

Owner may authorize minor variations in the Work from the requirements of the Contract Documents that 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. These may be accomplished by a Field Order and will be binding on OWNER and also on Design/Builder, who shall perform the Work involved promptly. If OWNER or Design/Builder believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 9.03 of the General Conditions. The Owner will refer changes to the OWNER for due process and assist to expedite resolution to the proposed changes. See SC15.01.

SC-8.03 Limitations on Owner's Responsibilities

Add the following new Paragraph 8.03:

A. Owner will not supervise, direct, control, or have authority over or be responsible for Design/Builder's means, methods, techniques, sequences, design, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Design/Builder to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Design/Builder's failure to perform the Work in accordance with the Contract Documents.

B. Owner will not authorize any significant deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).Owner will not be responsible for the acts or omissions of Design/Builder or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

C. Owner'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 Design/Builder 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.

ARTICLE 9 – CHANGES IN THE WORK; CLAIMS

SC 9.03.A Notice:

Revise Paragraph 9.03.A to add the following at the end of the paragraph:

> Failure to strictly comply with the 15 day time limit for written notice of intent to make a Claim shall bar the claiming party from any adjustments to Contract Price or Contract Time, due to the loss of the other party's ability to take mitigation actions to minimize any costs or delays. The parties agree that this provision shall be enforceable pursuant to its terms without need to prove any actual prejudice due to non-compliance with the time limits.

SC 9.03.B Documentation

Revise Paragraph 9.03.B to add the following at the end of the paragraph:

> Failure to strictly comply with the 30-day requirement to provide substantiating documentation shall bar the claiming party from any adjustments to Contract Price or Contract Time, due to the loss of the other party's ability to take mitigation actions to minimize any costs or delays. The parties agree that this provision shall be enforceable pursuant to its terms without need to prove any actual prejudice due to non-compliance with the time limits.

SC 9.03.D Time Limit Extension

Delete Paragraph 9.03.D in its entirety and substitute the following:

> The time limits of Paragraphs 9.03.A, 9.03.B and 9.03.C may be extended by mutual written agreement which is required to include a specific reference by citation to the applicable paragraph being revised. Except as provided in the proceeding sentence, both parties agree to waive any claim for additional payment or time extension if written notification and substantiating documentation was not provided in strict compliance with the terms of the Contract. The parties agree that the party seeking to enforce non-compliance with applicable time limits to bar claims is not obligated to prove any specific prejudice from the lack of strict compliance with Contract time limits.

SC 9.06 Accurate and Detailed Records

Add the following new paragraph 9.06:

If Design/Builder believes additional compensation or time is warranted, then it must immediately begin keeping complete, accurate and specific daily records concerning every detail of the potential claim including actual costs incurred. Failure to keep an accurate and detailed record of the actual costs incurred shall be a bar to any recovery to any alleged entitlement to adjustments to Contract Price or Contract Times which are based on actual costs incurred. In computing damages, or costs claimed for a change order, or for any other claim against Owner for additional time, compensation or both, Design/Builder must prove actual damages based on internal costs for equipment, labor or efficiencies. Total cost, modified total cost or jury verdict forms of presentation of damage claims are not permissible to show damages.

ARTICLE 11 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC 11.01.A Change of Contract Price.

Revise Paragraph 11.02.A to add the following at the end of the last

sentence: "and 9.03.B."

SC 11.02.A Change of Contract Times.

Revise Paragraph 11.02.A to add the following at the end of the last

sentence: "and 9.03.B."

SC 11.02.D Change of Contract Times.

Revise line 7 to change the reference "Paragraph 11.02.C" to "Paragraph 11.02.D."

SC 11.02.F Change of Contract Times.

Revise Paragraph 11.02.F to add the following at the end of the paragraph:

Delays due to labor strife, transportation shortages, delays in transit, and delays at Design/Builder's facilities are deemed to be within the control of Design/Builder.

ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

SC 12.01.A Notice of Defects

Insert "or Design Professional Services" after "Construction" at lines 1 and 2.

SC 12.03 Tests and Inspections

Subparagraph 12.03.C, line 2, replace "Contractor" with "Design/Builder"

Subparagraph 12.03.D, line 1, replace "13.03.E" with "12.03.C"

SC 12.04.B Uncovering Construction

Revise line 5 to insert "or Design Professional Services related to such Construction" after "Construction."

Revise line 12 to insert "and Design Professional Services related to such Construction and after "Construction." Delete "is" after "Construction."

SC 12.05.A OWNER May Stop Construction

Revise line 1 to insert "or Design Professional Services" after "Construction."

SC 12.06.A Correction or Removal of Defective Construction or Design Professional Services

Revise line 2 to insert "or Design Professional Services" after the first "Construction."

Revise line 6 to insert "Design Professional Services or" prior to "Construction."

SC 12.08.A Acceptance of Defective Construction or Design Professional Services

At line 1, insert "or Design Professional Services" after "Construction."

At line 5, insert "or Design Professional Services" after "Construction."

At line 8, insert "or Design Professional Services" after "Construction."

SC 12.09 OWNER May Correct Defective Construction or Design Professional Services

Subparagraph A. At line 2, insert "or Design Professional Services" after "Construction."

SC 12.10 Correction Period for Design Professional Services

Add the following new Paragraph 12.10:

Notwithstanding any shorter period referenced in these provisions, the correction period for any deficient Design Professional Services shall continue until one year after the date of Substantial Completion of the Work.

ARTICLE 13 – PAYMENTS TO DESIGN/BUILDER AND COMPLETION

SC 13.02.A Progress Payments

Revise the first line to replace: "On or about the date" with "On the date established in the"

SC 13.03.A Progress Payments

Delete Paragraph 13.03.A in its entirety and substitute the following:

A. Procedures: Progress payments shall be made by the Owner to the Design/Builder according to the following procedure:

1. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

2. With each application for progress payment, Design/Builder shall provide a copy of their "in-progress" as-built drawings and material certifications. Design/Builder shall maintain Record Documents on the job site consisting of a complete set of drawings, survey line and grade books, and all Contract Documents. Design/Builder shall record (on Record Documents) and keep current on a daily basis all changes in location (both vertical and horizontal), material, equipment, and all changes in the Work. Design/Builder shall record all horizontal and vertical locations of all utilities encountered. Progress payment may be withheld by the Owner if "in-progress" as-built drawings and material certification are not received with each application for progress payment. Progress payment applications not supported by documentation certifying Engineer of Record's direction may be denied; sealed plan sheets, specifications, submittal approvals, and/or approved shop drawings are acceptable forms ofdirection.

SC 13.06.B Partial Utilization

Add the following new Paragraph 13.06.B:

B. OWNER may at any time request Design/Builder in writing to permit OWNER to take over operation of any such part of the Construction although it is not substantially complete. OWNER and Design/Builder shall make an inspection of that part of the Construction to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Design/Builder does not object in writing to OWNER that such part of the Construction is not ready for separate operation by OWNER, OWNER will finalize the list of items to be completed or corrected and will deliver such lists to Design/Builder together with a written division of responsibilities pending final payment between OWNER and Design/Builder with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Construction which will become binding upon OWNER and Design/Builder at the time when OWNER takes over such operation. During such operation and prior to Substantial Completion of such part of the Construction, OWNER shall allow Design/Builder reasonable access to complete or correct items on said list and to complete other related Construction.

ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION

SC 14.03.B. Owner May Terminate for Convenience.

Delete "Except as provided in Paragraph 14.03.C,"

ARTICLE 15 – DISPUTE RESOLUTION

SC 15.01 Methods and Procedures.

Add the following new paragraphs as follows:

B. In the event either party believes a critical problem exists that should not or cannot be resolved within the regular timetable of the dispute resolution procedures in this Contract, a senior management representative of either party may contact their counterpart in the other Party to address immediately any critical problem and seek appropriate resolution.

C. When a dispute has arisen and negotiations between the parties have reached an impasse, either party may give the other party written notice of the dispute, the parties shall attempt to resolve the dispute promptly by negotiations between senior management representatives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for the matter. Within ten (10) days after delivery of the notice, the receiving party shall submit to the other a written response. Thereafter, the representatives shall confer in person or by telephone promptly to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. Any Contract durations for dispute resolution activities will be extended by the number of days the parties utilize this senior management resolution step. If the dispute has not been resolved by negotiation between the representatives within fifteen (15) days of the notice, the parties may utilize any dispute resolution remedies or procedures set forth in the Contract.

D. Submittal of the dispute to mediation shall operate to suspend obligation to file an arbitration demand under the Contract, until such time as the mediation session is concluded or cancelled by either party.

E. All claims, counterclaims, disputes or other matters in question between OWNER and Design/Builder arising out of or relating to the Contract Documents or breach thereof not resolved through negotiation or mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

F. In the event it becomes necessary to enforce any terms of the Contract, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees, expenses, costs, arbitration fees and arbitrator expenses.

G. Senior management of each party will support the development and implementation of conflict

avoidance and expedited conflict resolution procedures for this Contract in the event it appears necessary or beneficial to facilitate more effective project performance and communications. As a critical element of these procedures, each party agrees to delegate authority to appropriate staff levels for expedited-decision making during the performance of this Contract.

H. If the Claim is not resolved by mediation, a party's decision under Paragraph 9.03.C shall become final and binding 30 days after termination ofthe mediation unless, within that time period, OWNER or Design/Builder:

1. elects in writing to invoke any dispute process provided for in the Supplementary Conditions; or
2. agrees with the other party to submit the Claim to another dispute resolution process.

I. If a Claim, dispute or other matter in question between OWNER and Design/Builder involves the work or obligations of a Subcontractor, Supplier or subconsultant, either OWNER or Design/Builder may join such entity as a party to the arbitration between OWNER and Design/Builder. Design/Build shall include in all subcontracts or other contracts a specific provision obligating the Subcontractor or other contracting party to consent to being joined in arbitration between OWNER and Design/Builder involving the work or obligations of such Subcontractor or other contracting party. Nothing in this paragraph SC 15.01.I nor in the provision of such subcontract or agreement consenting to joinder shall create any Claim, right or cause of action in favor of Subcontractor or other contracting party against OWNER.

J. The obligation to comply with any Contract time limit pertaining to notice of intent to file a Claim, time limit to provide substantiating documents or any other time limit established in the Contract shall not be waived by pursing any dispute resolution procedures, unless such waiver is expressly stated in writing by the party waiving the requirement with a specific reference to the provision or requirement being waived.

ARTICLE 16 – MISCELLANEOUS

SC 16.06 Partnering

Add a new Paragraph 16.06:

The OWNER and the DESIGN/BUILDER will promote the formation of a "Partnering" relationship in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level. Notwithstanding the preceding sentences of this Paragraph 16.06, Design/Builder and any agents and employees of Design/Builder act as independent contractors to Owner and are not officers, employees, agents, partners or joint ventures of Owner in the performance of the Work, and neither party shall have the authority to enter into any agreement purporting to bind the other without the other's specific written authorization.

SC 16.07 Working Hours

Add a new Paragraph 16.07:

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design/Builder 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.

SC 16.08 Permits

Add a new Paragraph 16.08:

Design/Builder and any subcontractor performing work on-site shall obtain a City of Sandpoint Business License prior to mobilization.

SC 16.09 Taxes

Add a new Paragraph 16.09:

In the event of the Design/Builder'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 Design/Builder 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.

SC 16.10 Laws and Regulations

Add a new Paragraph 16.10:

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 Design/Builder;

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

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

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

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

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

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

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

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

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

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

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

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

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

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SC-EXHIBIT 1
ARTICLE 5 – BONDS AND INSURANCE

SC-5.01 *Performance, Payment, and Other Bonds*

A. Design/Builder 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 Design/Builder'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. Design/Builder shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

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

D. Design/Builder 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 Design/Builder is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Design/Builder 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 Design/Builder has failed to obtain a required bond, Owner may exclude the Design/Builder from the Site and exercise Owner's termination rights under Article 16.

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

SC-5.02 *Insurance—General Provisions*

A. Owner and Design/Builder 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 Design/Builder 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

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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.

1. Design/Builder 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.

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. Design/Builder shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Design/Builder has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Design/Builder 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 Contractor or Suppliers. In any documentation furnished under this provision, Design/Builder, Subcontractor, 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.

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

    a. Owner: City of Sandpoint

E. Owner shall deliver to Design/Builder, 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 Design/Builder 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 Design/Builder to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Design/Builder 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 Design/Builder, 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 Design/Builder, and Design/Builder cannot rely upon Owner's liability policies for any of Design/Builder's obligations to the Owner, Engineer, or third parties.

SC-EXHIBIT 1
ARTICLE 5 – BONDS AND INSURANCE

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

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

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

M. The insurance and insurance limits required herein will not be deemed as a limitation on Design/Builder'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.

SC-5.03 *Design/Builder's Insurance*

A. *Required Insurance*: Design/Builder 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;

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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 Design/Builder 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 Design/Builder, 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 Design/Builder's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Design/Builder's acts or omissions, or the acts and omissions of those working on Design/Builder's behalf, in the performance of Design/Builder's operations.

D. *Workers' Compensation and Employer's Liability:* Design/Builder shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions). All insurance policies shall contain a Waiver of Subrogation coverage or endorsements.

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

SC-EXHIBIT 1
ARTICLE 5 – BONDS AND INSURANCE

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

1. damages because of bodily injury, sickness or disease, or death of any person other than Design/Builder'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:* Design/Builder'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. Design/Builder 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 Design/Builder'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 Design/Builder demonstrates to Owner that the specified ISO endorsements are not commercially available, then Design/Builder may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
8. All policies shall contain waiver of subrogation coverage or endorsements.

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

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Design/Builder 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.

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SC-EXHIBIT 1
ARTICLE 5 – BONDS AND INSURANCE

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

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

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Design/Builder 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. *Design/Builder's Pollution Liability Insurance:* Design/Builder shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Design/Builder's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

SC-EXHIBIT 1
ARTICLE 5 – BONDS AND INSURANCE

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

N. *Design/Builder's Professional Liability Insurance:* If Design/Builder will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Design/Builder 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.

Design/Builder's Professional Liability	Policy limits of not less than:
Each Claim	$1,000,000.00
Annual Aggregate	$2,000,000.00

SC-5.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Design/Builder 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. *Not Used.*

C. *Not Used.*

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, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Design/Builder) 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.

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 Design/Builder's responsibility for payment of damages resulting from his operations under the Contract. Design/Builder agrees that they alone shall be completed responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by Owner or Engineer shall not operate to the contrary.

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

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entity or individual owning such property item will be responsible for insuring it. If Design/Builder 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 Design/Builder's expense.

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 Design/Builder.

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 Design/Builders, 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.

SC-EXHIBIT 1
ARTICLE 5 – BONDS AND INSURANCE

9. be maintained in effect until the Work is complete, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10. include as named insureds the Owner, Design/Builder, Subconsultants/Design/Builders (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 the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

SC-5.05 Professional Liability

A. Design/Builder shall procure and maintain or furnish through any design firm subconsultant professional liability insurance for protection from claims arising out of performance of Design Professional Services under this Contract. Such professional liability insurance will provide limits in the amount of $1,000,000 per claim and $2,000,000 annual aggregate. Such coverage shall be maintained for a period of two years after Substantial Completion. Certificates indicating that such insurance is in effect will be delivered to Owner prior to each policy renewal date or upon request by Owner.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
City of Sandpoint
1123 Lake St.
Sandpoint, ID 83864

CONTRACT
Effective Date of Agreement:

Amount (Figures):

Description *(Name and Location)*: A23-5300-4 Travers Park All Wheeled Skatepark Design Build

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest _____	Attest _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:

   Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:

   Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   Claimants who do not have a direct contract with Contractor:

   1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
   2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
   3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

   Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, 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 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 shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions

Claimant:	An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and 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.
Contract:	The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
Owner Default:	Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*
Surety Agency or Broker:

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PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
City of Sandpoint
1123 Lake St.
Sandpoint, ID 83864

CONTRACT
Effective Date of Agreement:
Amount (Figures):

Description (*Name and Location*): A23-5300-4 Travers Park All Wheeled Skatepark Design Build

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

   2.3 Owner has agreed to pay the Balance of the Contract Price to:

      1. Surety in accordance with the terms of the Contract; or

      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those

of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*
Surety Agency or Broker:

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EXHIBIT A
TRAVERS PARK ALL-WHEELED SKATEPARK EXPANSION, PHASE 1:
OWNER PROJECT REQUIREMENTS AND DRAWINGS

Exhibit A provides Owner Project Requirements including:

- Project Minimum Performance Criteria
- Project Location Overview Map of entire Travers Sports Complex with zoomed view of skatepark expansion area.
- Dreamland Original Emerick Proposal-Phase 1

Exhibit A
Owner Project Requirements and Drawings
Travers Park All-Wheeled Skatepark Expansion, Phase 1, Design-Build Contract

Budget: $300,000

The Project site is located at 2100 Pine Street in Sandpoint, Idaho and is referred to as the Travers Park "Concrete Lake Skatepark". The Design-Builder is responsible for determining the precise location, alignment, and layout of the expanded facility, as based on the initial concept rendering from the 2020 Parks and Recreation Master Plan, subject to final approval by the CITY.

This project is intended to seamlessly integrate into the design and construction of the new ***James E. Russell Sports Center*** building and gateway/trailhead/plaza, and the existing outdoor tennis courts. The existing parking lot is identified for a future renovation, however due to lack of funding, it is anticipated that the existing parking lot will be renovated in a future phase. Thus, all Phase 1 all-wheeled skatepark expansion Work should be integrated into the existing site conditions and the full build-out plan should be designed in conjunction with the intent of matching any future site improvements as information becomes available from the James E. Russell Sports Center design team. It is anticipated that the parking lot and associated landscaping, including the new plaza, will be designed under a separate contract at the same time as the skatepark expansion occurs. Communication between the two projects will be managed by the City of Sandpoint Parks Planning and Development Manager.

1.1 Minimum Performance Criteria

The following represents the City's minimum requirements. The Project's utilization of a design-build delivery method is intended to support innovation and therefore, a prescriptive basis of design and technical specifications have not been provided by the City. The Design-Builder is responsible for delivering an all-wheeled skatepark facility that meets the Minimum Performance Criteria. The use of the term "Optional" is intended to represent a preference and does not represent a requirement. The criteria has been articulated as the "Travers Park All-Wheel Skate Park Expansion".

A. ALL-WHEELED, "ACTION" SKATE PARK EXPANSION

Phase I of the development includes the expansion of an existing 5,000 SF +/- concrete skate park and the complete design of the entire 18,000 SF expansion, as identified in the 2020 Parks and Recreation Master Plan. It is intended that there will be another future phased expansion to complete the full build-out of the skatepark site, as funding is realized. The available funding for Phase 1 is $300,000. Work shall include all design, labor, materials, equipment, and related features required for completion of a fully functional phase 1 skatepark expansion.

Priorities for the all-wheeled skatepark expansion include, but may not be limited to:

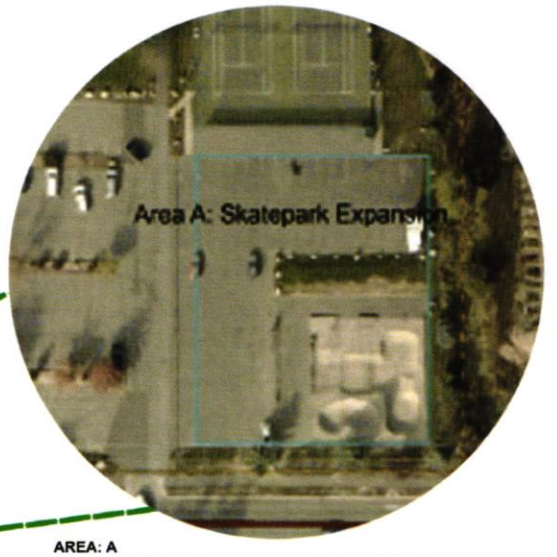
1. Provide public outreach to include collecting feedback from local skatepark users of all ages, abilities, and wheeled use through a minimum series of two meetings (1 public and 1 virtual).
2. Retain and seamlessly integrate with the existing concrete skate park.
3. Provide a complete design for approximately 18,000 SF for an all-wheel, "action" skate park expansion that achieves the following:
    - welcomes and serves skateboards, scooters, bicycles, roller skaters, inline skates and wheelchairs;
    - incorporates different use zones for improved safety, connectivity, extended seasonal

use, and a wider variety of features for all-wheeled users of various ages and abilities;
    - considers opportunities for protection from seasonal environmental elements such as shade trees;
    - incorporates donor recognition, (note the Bonner County Skatepark Association is actively fundraising and the donor recognition has not yet been designed. There may be opportunities to collaborate with the Phase 1 court building design team on design, but the skater community is seeking additional funding and it is anticipated that the results of this effort will result in a future phase of expansion. As such, we would like to see creative integration of donor recognition).
    - considers use of local art that reflects Sandpoint's cultural values; and
    - incorporates feedback from the Sandpoint skatepark community.
4. Develop a construction phasing plan that maximizes the available funding.
5. Construct the initial Phase 1 of the all-wheels skate park expansion.
6. Seamlessly integrate with the neighborhood and existing park property.
7. Provide efficient, skatepark-oriented outdoor lighting design in a layout plan that support safe access while respecting the City's dark-sky ordinance, and includes specifications and material call-outs.

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TRAVERS PARK ALL-WHEELED SKATEPARK EXPANSION AREA





AREA: A
All-wheeled skatepark expansion area (enlarged view).
Approximately 18,000 SF full build-out area.

DREAMLAND SKATEPARKS, LLC

OUR COMMITMENT TO THE SANDPOINT COMMUNITY

Dreamland Skateparks and Mears Design Group have worked together for over twenty two years designing and building some of the world's most unique and long lasting concrete skateparks. Our relationship is a partnership in creating skateparks, which resembles our passion for creativeness in design and the highest quality of construction. Idaho has been recognized for well over the last 15 years as an iconic location for not just recreation but a destination for skateparks.

Our goal is to make sure that continues on in the future, we have already designed and built 10 public skateparks in Idaho and look forward the opportunity to build an additional all wheels park!

WE KNOW SANDPOINT

We are very familiar with the climate, area and skate community in Sandpoint and feel very confident that we can provide you a organic layout and arrangement of skate elements and features that will utilize the park to the best of it's abilities and safely accommodate the maximum amount of riders possible. By continuing to build original and integrative "Non-Cookie Cutter" skateparks in the beautiful City of Sandpoint and state of Idaho this will continue to change the way we approach all park settings and athletic progression for our future.

Every skatepark starts with the "vision", which may be started with as little as one person to multiple people. Usually, the vision is started because of the lack of skateable terrain within the local community. While there is a current skatepark already onsite **(which we design/built in 2005)** it lacks areas to ride for all wheels with the current advanced terrain it needs more diversity in for all park enthusiasts and keeping up with the athletic progression of our youth. This vision results from multiple factors, most importantly **"safety"**. Most locals begin skating/riding in their driveways, local sidewalks, roads, etc., this most times results in conflicts with other users of the terrain, be it pedestrians walking the sidewalks, vehicles in the roadways or pedestrian plazas that have been encompassed by skaters because of lack of areas to skate. There is a high demand for more street elements, skate path that flows and fuses together into and around the intermediate styles of bowl that currently exists, it is becoming a much more important part of every community from youth to adults. Although skateparks will not completely eliminate all skating in multi-purpose public areas, what the skate park will do is give riders a place that is safe, accessible and approachable. If designed with the community's needs in mind it will be as inviting to the locals and possibly worldwide skaters/riders as a place of significance and pride.

Creating a skatepark design, which provides world class skateable terrain, enhances the selected site area at the current Travers Skatepark and respects the surrounding community, which is the key focus of all our designs. The City of Sandpoint and community that surrounds the park serves as an excellent setting for the development of a truly unique distinct level all wheels inclusive park. Our experience in providing destination skateparks around the world has shown our abilities to deliver specifically what the community envisions upon hiring our abilities.

OUR DEFINITION OF A DESTINATION SKATEPARK ADDITION FOR SANDPOINT INCLUDES MULTIPLE FACTORS:

- User conflicts
- Park flow
- Integration with site conditions
- Views from adjacent properties and facilities,
- Range of obstacles/features,
- Accessibility to various skill levels, ages and genders, structural considerations,
- Graffiti management,
- Places for socializing,
- Aesthetics of surrounding landscape,
- Access to surrounding amenities (playground, park, parking lot, etc.)
- and lets not forget progressive and innovative technology of the new found skatepark elements and design.

All the factors as listed along with community and jurisdictional agency input are of significant importance to the Skateparks overall success in becoming the destination skatepark the community desires and deserves.

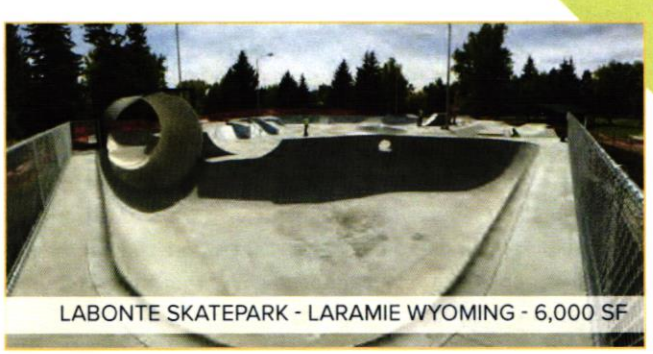
INTEGRATING ALL COMMUNITY MEMBERS

Most importantly, the new skatepark addition should be a welcome destination for the entire community and provide a 'sense of place' for the community. It is vital that all visitors enjoy the space and feel comfortable within their environment. With this in mind, it is important to not overlook the non-active user. They too must be well integrated into the site; to feel comfortable sitting down, watching or slowly walking by. For the

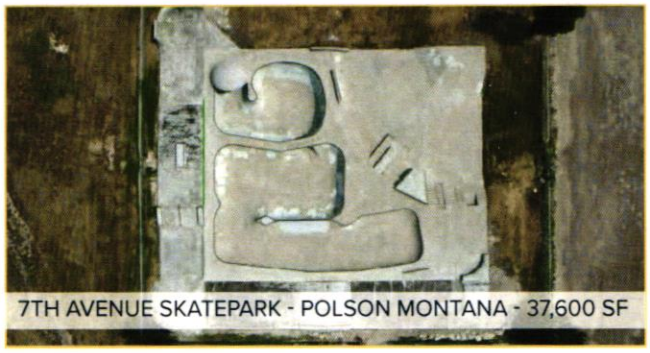
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primary users, their activity often occurs in bursts as opposed to a continuous endurance session. Much of the time users are watching, socializing and waiting for a turn. Thus, focusing on the whole of the park area and design components beyond the function of the immediate hard surface is critical.

OUR DESIGN-BUILD PROJECTS



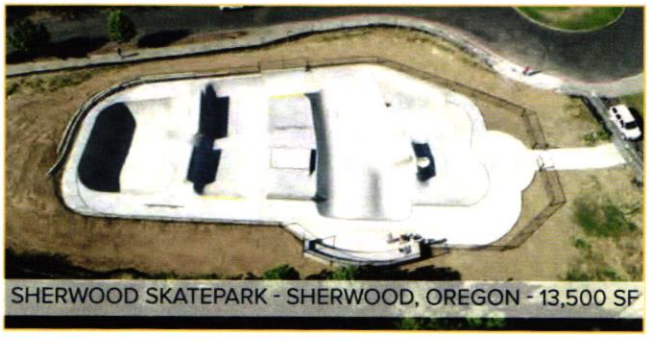
LABONTE SKATEPARK - LARAMIE WYOMING - 6,000 SF



7TH AVENUE SKATEPARK - POLSON MONTANA - 37,600 SF



KIRTSIS SKATEPARK - LINCOLN CITY, OREGON - 22,000 SF



SHERWOOD SKATEPARK - SHERWOOD, OREGON - 13,500 SF

PROJECT UNDERSTANDING

- Dreamland Skateparks and Mears Design Group propose to provide professional design-build services of your skatepark facility located within the Travers Park.
- Our final design will appropriately consider the existing site conditions of the park with its multiple phases and its surroundings, in order to maximize the use of the area. We understand the services provided to the city will include an integrated mixture of a flawless skate path with flat that leads into the diverse and crucial street course elements the park is lacking of a mini ramp, stairs, rails and box.
- We will be integrating in some unique natural elements to Sandpoint, signature features, all while focusing on the variety of all abilities and styles of riding (all wheels park)
- Our team understands we will be responsible for the final design and construction methods and knowledge of the existing site where required as stated within the Request for Proposals.
- We understand our team is to provide the necessary final design, construction layout details, specifications and construction.
- Our team will design and build to the design criteria and exceed minimum specifications as stated with the Request for Proposal.
- Our team will provide a design-build product, which creates for entertainment experiences for all levels of users from novice to advanced, utilizing a broad range of current skateable elements.
- Our team will also coordinate our work with all project stakeholders including the Planning Departments staff, skatepark committee members, the local skate/bike community and other members of the public with an interest in the project to establish a unified successful design and build for the new skate facility.

PROJECT APPROACH

PUBLIC INPUT PROCESS

1. Our team's experience has shown that active participation by all parties involved, including the community youth during the development process is critical to the long-term success of the project. We will approach this project with a collectively efficient outreach process that engages all users and community stakeholders throughout the design process, creating a professional, organized and inviting attitude. We encourage all community youth and stakeholders to feel as though they truly were a

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part of the design and contributed toward the results building a lasting sense of ownership in the final product.

2. Our design team has already met with local officials and the skatepark community members through a series of community meetings. We encourage an open line of communication, if members of the community are not able to make the community input meeting, they are welcome to email or private message us with all ideas. This is something we do not take lightly, our team understands the importance of the community and bringing home the results they so desire and will spare no resource to ensure the experience of the design process is as rewarding as the final product will be to ride.

Throughout our past experience we have encountered a list of challenging issues during the design process. Typically, these issues are not uncommon and deserve full attention during the design process.

THE FOLLOWING ARE A LIST OF COMMON ISSUES:

- Skateparks flow/ proper space
- Accessibility of various skill levels
- Visibility & sociability
- Cover/Shelter
- Family Atmosphere
- Cover - Gather and social areas
- Noise reduction
- Skateparks features and terrain
- Structural integrity

OUR PROPOSED SOLUTIONS:

1. Our team will and has already researched local issues and state guidelines ahead of time. We will utilize our extensive Idaho experience from previous projects to move the project along in a timely manner.

2. We will work closely with all participants making us fully aware of the constraints and opportunities this site offers. From our experiences with similar projects and most importantly Travers Park specifically, we anticipate conducting a minimum of 2 design meetings to ensure we are designing exactly what fits organically and seamlessly in the site before providing the city with a construction layout plan. This will provide for ample opportunity to gather vital information from the community stakeholders, and allow our team sufficient final feedback from our concept design presentation.

3. All of our crew is extremely familiar with the current skatepark as were the original design/builders in 2005 along with last summer we providing maintenance to the park as we rode with the park locals, a crucial aspect of understanding the current terrain, landscape, elevations change and need for updated and innovative skatepark elements. Dream Team crew member and Project Manager facilitated the renovation of the existing park, and has attended meetings in previous years for park expansion.

FINAL INPUT FOR FINAL DESIGN



Skateparks are more than just a park they are a gathering place and can be a main point of interest for other positive activities such as family gatherings, concerts, and community events. We thoughtfully design our parks to create an inviting **"safe"** environment for everyone. Our design **"Dream Team"** will present a final design to the skatepark committee and city before moving forward to the construction layout plan. Providing a detailed construction layout will help finalize the crucial and imported final details of the design elements and final budget before moving forward into construction.

DESIGNING FOR A LARGE VARIETY OF ABILITIES AND USERS:

Through our experience we have developed a wide variety of abilities and uses, including skateboarders, roller-skates, BMX and scooters. Upon designing and building skateparks we have come across many different criteria that the community users enjoy and envision being a part of their skate park. We provide many examples in addition to what has already been provided for ideas and listen to ideas/suggestions as discussed in the community input meeting. Our team will also develop a

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list of pros and cons to all groups involved. Our team will also determine the abilities of the primary users, while allowing the park to be functional and useable for all. We are determined to develop each and every park we design as a place where all locals will enjoy, develop skills, respect and be planning their next visit before leaving.

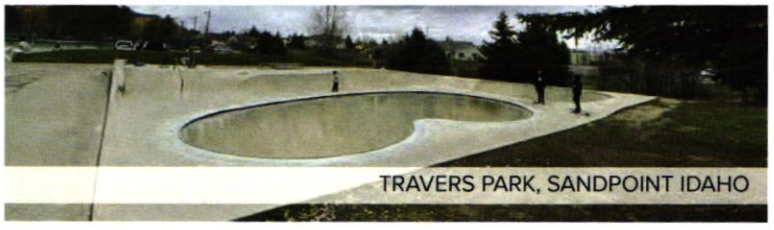
FORMING A BUDGET AND PROGRESS SPREADSHEET:

Thru the final design process we will carefully be evaluating each task, time frame, and progress reports and how funds will be allocated, disbursed upon progress payments, in-kind donations and timelines. In the design process each idea will be carefully formulated into the budget being mindful of future park amenities and park improvements. This will be done thru a bi-weekly spreadsheet and breakdown of service progress.

We will not exceed the current total estimated budget of $300,000.00 and within this budget we will plan for additional in-kind donations. During this time we can discuss the many ways that we have built parks with donations, discounts and in-kind labor. Dreamland's whole methodology through the last 32 years of legendary park leadership, history, passion and experience in park integration is to work with communities, like minded individuals and groups through a holistic and encouraging involvement to create a place and park where everyone wants to gather be proud of and call their own. We have spent decades doing what we can to make this possible in every community.

COMMUNITY ENGAGEMENT PROCESS

One of the many key points and advantages to Dreamland is enhancing the design and pre-construction process by interacting with the skatepark community through actually skating/riding with the locals and park enthusiasts to truly understand the styles and abilities that we are adhering to. We have skated with the local skateboarders through the first phase of the skatepark renovation last summer. A holistic approach of combining physical interaction with highly involved and interactive sensitivities and representations of what is actually needed and wanted at their park.



TRAVERS PARK, SANDPOINT IDAHO

CONSTRUCTION

CONSTRUCTION TIMELINE

- Once the construction drawings are approved by the parks and recreation the construction will take 1- 1.5 weeks per 1,000 SF to complete. This depends on the complexity of the design and season.
- The safety fencing around the construction footprint of the park will adhere to the most practical and considerate impact for the public access to the park during the construction.
- Dreamland provides all services from the rough & final excavation, grading, form setting, rebar and concrete through the opening demo with our professional skateboard team.
- All materials will be sourced locally to stimulate the local economy and we are willing work with donation and/or discounted materials if applicable.
- Our unique and durable custom hand trowels are all strategically designed and built by our crewmen just like our parks.
- Construction will begin at the earliest moment of approval as the city process allows and the general contractor is prepared for us.
- The Dream Team will work diligently to utilize the warm weather and dryer conditions to complete the park as efficiently as possible.
- Dreamland is fully staffed with an extremely experienced crew whom have been design/building for decades! Our crew all live within a day drive of the park, so we have additional staff to add for an earlier completion if possible.

Dreamland has current availability in our 2022/ 2023 schedule to begin immediately May 1st 2022. We will work diligently and continuously to complete the design and construction aspect of the project on schedule to compliment the general's schedule and cities.

Our extensive experience in building in these climates and elevation gives us the perfect planning tools and experience to schedule the construction appropriately.

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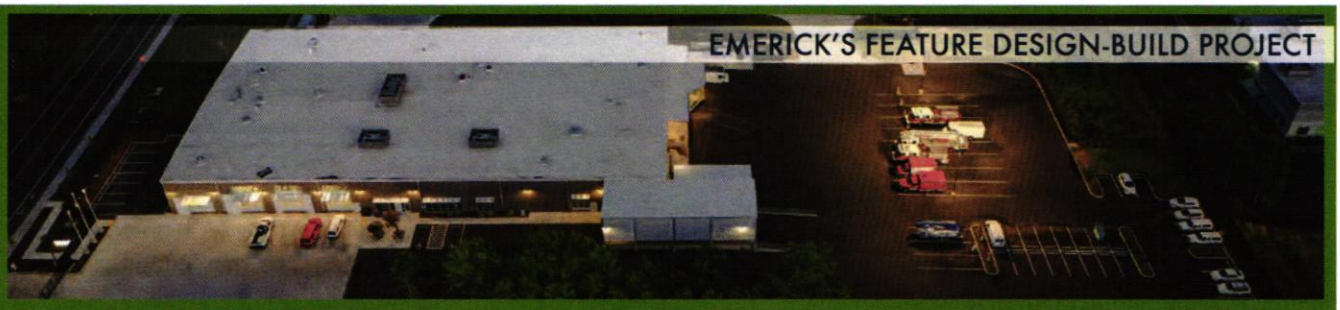
THE QUALIFIED TEAM FOR TRAVERS PARK PHASE 1

EMERICK
Has been the Design-build lead on eight projects for public entities over the past seven years. 8

BWA
Over the past seven years has sixteen design-build projects for public entities over the past seven years. 16

DREAMLAND
Over the past seven years has four design-build projects for public entities over the past seven years. 4

EMERICK'S DESIGN-BUILD PROJECTS



Project Name **TVF&R Logistics Service Center**
Location **Tualatin, Oregon**
Client Name **Tualatin Valley Fire and Rescue**
Contact **Heidi Hicks (503) 649-9577, Heidi.hicks@tvfr.com**
Contract Type **Design-Build**
Square Footage **48,000 SF**
Architect **Merryman Barnes Architects, Inc.**
Architect Project Manager **Loy Rusch (503) 222-3753**
Timeframe - **6/10/2019 -11/23/2020**
Guaranteed Maximum Price (GMP) - **$13,212,845**
Final Construction Cost Including Total C/O - **$12,845,123**

Description - This project required land procurement and a design-build partnership with Merryman Barnes Architects. The original 39,000 SF facility was gutted and upgraded to seismic category IV. An additional 9,000 SF was added to the existing building and consisted of exterior loading docks, a truck wash facility, and pre-fabricated storage mezzanines. The existing shell of the building was cast in place tilt up concrete. New interior walls were wood framed using laminated veneer lumber for full height walls. Multiple openings were cut in the exterior concrete walls including six openings for three drive through maintenance bays. The converted building houses multiple departments including fleet maintenance, logistics, facilities, and administrative office spaces. The fleet maintenance space can accommodate 2-3 trucks per bay has a full fluids conveyance system and a gantry crane.

Land procurement was a significant component of the project as TVF&R had very specific location requirements, our team was instrumental in helping to assess and secure the current land. Our team worked collaboratively with Merryman Barnes on value engineering options and constructability review during the design phase. Considerable effort was spent during design in order to maximize efficiency of the final facility. TVF&R hired OMEP to assist in this process during the design phase. They helped our team pull together the overall puzzle pieces of the four consolidated departments now housed under the same roof. This facility was a much-needed addition to the TVF&R family.

CLACKAMAS FIRE DISTRICT #1 - 2 PROJECTS

Chief Ryan Hari, (503) 930-1009

STATION 16 AND 19 - Station 16, located in Oregon City, and Station 19 located in Damascus, both stations were new 12,000 SF fire stations. The facilities are equipped with three engine/truck bays with eight-second opening doors, kitchen, locker rooms, day-use rooms and dorms. Our team managed these project sites in a bustling, tight neighborhood with high success. These stations were identical stations for Clackamas Fire District and were constructed with a staggered schedule. The project team used a design-build approach for the project and for the critical elements - electrical, mechanical and plumbing systems. This required Emerick to select design / build subcontractors early in the design process so their design could be incorporated in to the overall project design. This approach allowed for early VE with the Owner and a reduced number of change orders. **We were also able to incorporate any changes from Station 16 in to the Station 19 project as it started construction 6 months later.**

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CITY OF SANDPOINT
Infrastructure & Development Services
CONTRACT CHANGE ORDER

Date: 12/5/2023

Project Name - Travers Park All wheeled Skatepark Expansion Phase Design/build

Change Order No: **1**

Contractor: Dreamland Skateparks

Contract No: **A23-5300-4**

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension.

The following changes to the contract documents are issued:

Item	*Description*	*Change In Contract Price*
1	***Scope: Build larger footprint to the current phase 2 skatepark***	$100,000.00
	Justification: More funding was established to build a larger footprint to phase 2 skatepark expansion. Should more funding be established the contractor will adjust accordingly.	
2	***Scope: Revised Substantial Completion Date***	
	Justification: Project timeline was extended with original Substantial Completion Date of Dec. 31, 2023 to Nov. 30, 2024, and original Final Completion date of Jan. 31, 2024 to a new Final Completion date of Dec. 31, 2024, to allow for additional fundraising efforts and a more impactful construction phase 2 scope.	
	Total Change In Contract Price:	***$100,000.00***

Original Contract Price:	*$300,000.00*
Prior Approved Change Orders:	*$0.00*
Revised Contract Price:	*$300,000.00*
Current Change Order Price:	**$100,000.00**
New Contract Price:	**$400,000.00**

Time provided for completion in the contract is:

[ ] unchanged, [x] increased, [ ] decreased

The Substantial Completion date for this contract is November 30, 2024.

This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted By: DocuSigned by: Danyel Scott 83EA3523DC3842E... Danyel Scott Owner/Member — 12/5/2023

Contractor — Date

Recommended By: DocuSigned by: Maeve Nevins-Lavtar BCC4A4CFDB784B3... Maeve Nevins-Lavtar, Park Planning & Dev. Manager — 12/15/2023

City of Sandpoint, Project Manager — Date

Approved By: DocuSigned by: Jennifer Stapleton 50D5B32583CF437... City Administrator — 12/19/2023

City of Sandpoint, Director — Date

Approved By: DocuSigned by: 8ED38EE84A0D423... — 1/5/2024

Administrator or Mayor *(if required)* — Date

SANDPOINT

Staff Report

To: City Council
From: Daren Fluke, Interim City Planner
Report: June 13, 2024
Meeting: June 20, 2024

I. Introduction

On December 12, 2023, the council approved PS23-0003 a request by Westpointe Plaza, LLC, for a four lot preliminary plat on 4.3 acres in the Commercial C (CC) zone. The Planning and Zoning Commission voted unanimously to recommend approval to the council on September 5, 2023.

The property approved for subdivision and development is located south of Hwy 2, east of Division Ave., and north of Ontario St. as shown in Figure 1.

Upon approval of a preliminary plat by City Council, a permit for public infrastructure improvements may be issued and once public infrastructure is complete and accepted, a final plat may be approved by City Council and recorded. A final plat is necessary to create/sell new lots and no building permits may be issued prior to final plat recording.

Final plats are typically considered by the council on the consent agenda because final plat approval is not a discretionary act. The only valid considerations when considering a final plat are:

- Conformance to the layout and lot count approved by the preliminary plat
- Satisfaction of all conditions of approval placed on the preliminary plat

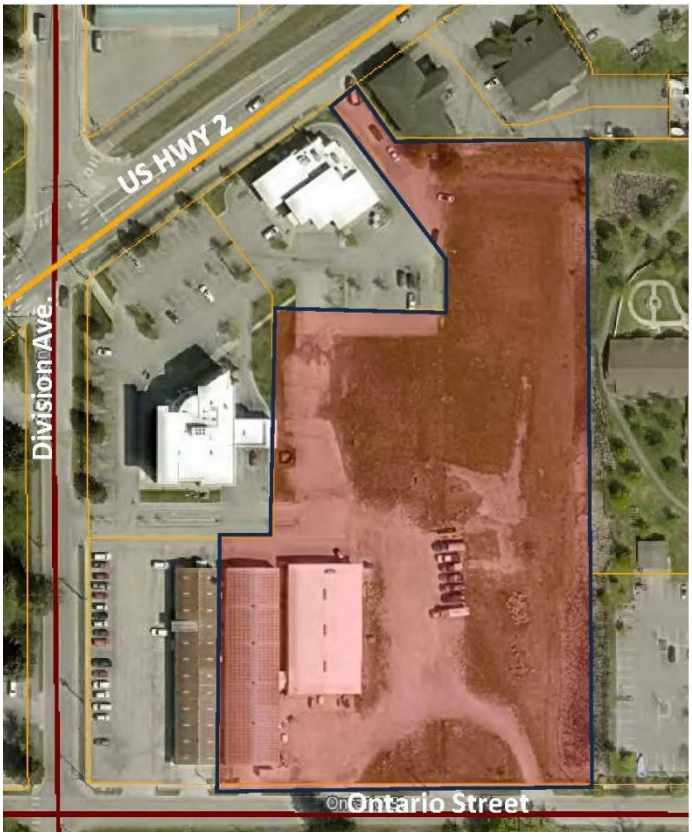


Figure 1 Vicinity Map

In this case it was discovered and noted in the preliminary plat hearing before the city council that the proposed Lot 1 (see Figure 2) did not comply with the frontage requirements of the CC zoning district. To remedy the situation proposed a modification to be considered at the final plat stage. Specifically, combining Lots 1 & 2 into a single lot, thereby reducing the overall lot count by one, from four to three lots, all of which comply with the dimensional standards of the CC zone (see Figure 3). However, it has been determined that the reduction of one lot constitutes a substantial change to what the council originally approved. Therefore, pursuant to Section §10-1-8.E, the council is considering the final plat at a public hearing to afford the public an opportunity to comment on the proposed revision to the approved preliminary plat.

II. Original Preliminary Plat

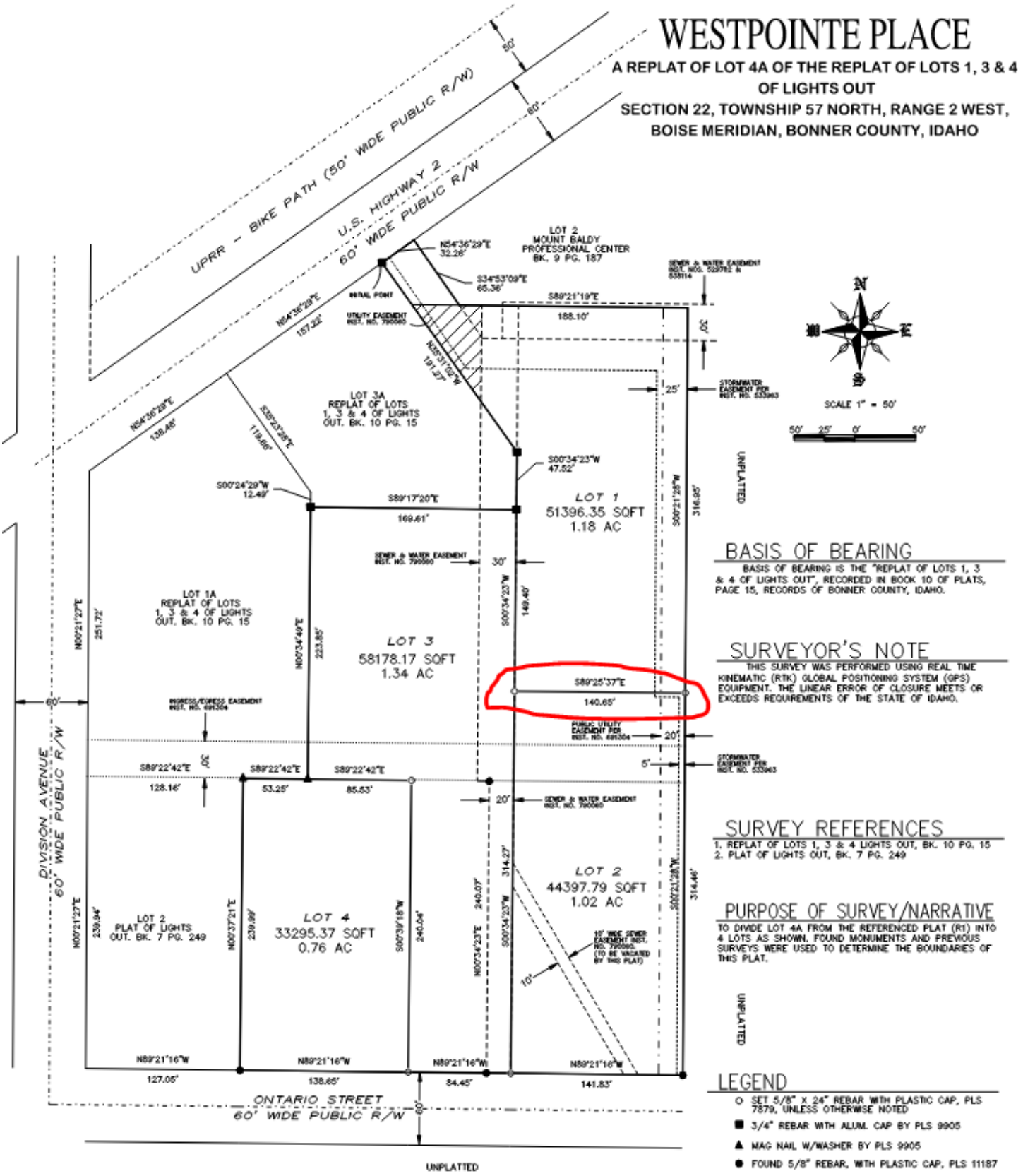


Figure 2 Original Preliminary Plat

III. Proposed Final Plat

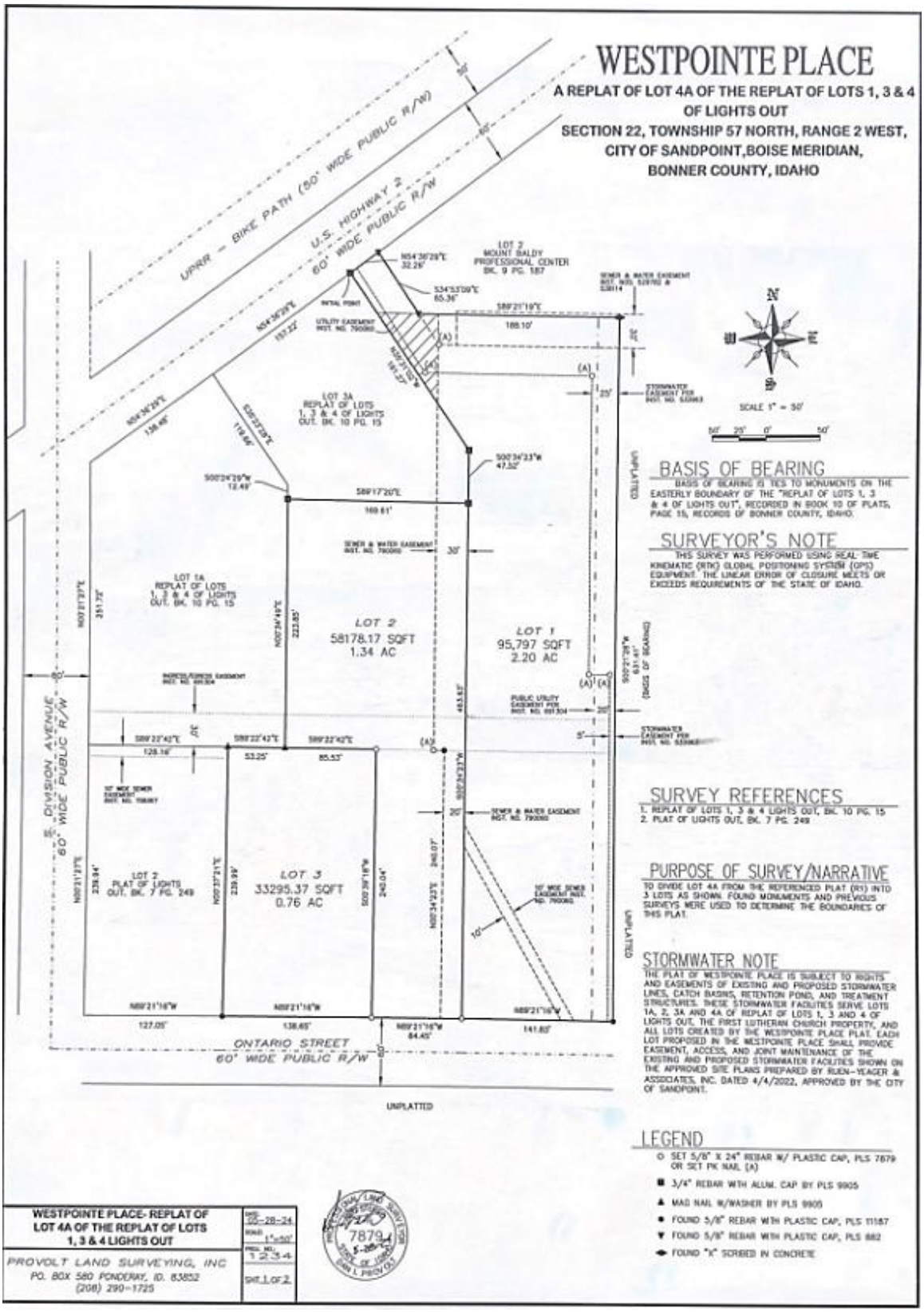


Figure 3 Proposed Final Plat

IV. Conditions of Approval

The applicant was transmitted a Notice of Decision approving the preliminary plat on December 22, 2023, which included seven conditions of approval. Said conditions are noted below with the status of compliance noted in bold after the condition.

1. Proposed lots shown on the preliminary plat are already served by existing water and sewer mains. Water and sewer mains may require relocation prior to issuance of a building permit on any lot. **Informational, enforced at building permit stage.**
2. A stormwater management plan, based on development plans submitted by the applicant, shall be approved by the City Engineer prior to Final Plat. The stormwater management plan may be modified at the time of building permit submittal on any lot to accommodate changes in proposed development. **The City Engineer approved the stormwater management plan on 4/4/2024.**
3. City approved and recorded CC&Rs for on-going maintenance of the stormwater system shall be required prior to Final Plat.
   CCRs covering the requirements of this lot 4A and subsequent lots/ownership for stormwater management was recorded at Instrument 790061, copy provided to city for review on 5/28/24. Stormwater note also provided on face of plat to confirm rights, easements, and obligations for stormwater maintenance.
4. The Traffic Impact Study shall be completed and approved by ITD and the City of Sandpoint for any possible off-site impact fees. A re-permitting of access to US HWY 2 from ITD will be required.
   Traffic Impact Study was completed and accepted by the city's consulting engineer. Documentation of approved ITD permit provided to city 6/11/24. Striping of turn lane to be completed by ITD as was previously approved.
5. The existing water and sewer main easements shall be revised to a minimum 20-foot width with the main centered in the easement (existing mains are not centered in existing easements). Additionally, the existing sewer easement across Lot 2 shall be revised to remove the phrase "to be vacated by this plat."
   Phrase "to be vacated" is removed. City Engineer deferred the relocation and widening of easements through a separate easement instrument to be recorded the building permit stage on 5/23/24 and the sewer easement will be vacated through a separate, recorded easement upon relocation of that portion of sewer main at the time of building permit on Lot 2.
6. Changes to the plat as required by Bonner County GIS and Bonner County Surveyor are incorporated into the final plat.
   The signature of county surveyor has been obtained on final plat confirming that this condition has been satisfied.
7. The developer will work with City staff to explore the possibility of a pedestrian access easement along the north end of Lot 1 in cooperation with Luther Park to connect US HWY 2 with Erie Street.
   The landowner and applicant Scott Darnell provides the following statement:

   ***I have given multiple telephonic outreach efforts to the Luther Park property (via their regular staff and executive director) to inquire as to their interest in dedicating a part of their property to a suggested walking path easement. I have not received any contact back (as of yet). A proposed walking path in the area referenced would need to cross a dedicated drainage easement which would make it infeasible from the Westpointe Plaza Development side of the property. Additionally cross property easements add separate property liability issues which our current ownership (or potential future ownership) will likely be not willing to bear economically. We also do not believe that the Luther Park ownership will also be willing to bear additional liability of this pathway suggestion through their owned property*.**

V. Action

Sandpoint City Code Section §10-1-8.E states:
The final plat must be substantially in accordance with an approved preliminary plat. The council may hold a public hearing on a final plat if requested by the planning director, mayor, or city council. The city council shall approve, approve with conditions, refer the matter back to the planning commission, or deny the final plat. A written reasoned decision shall be prepared reflecting the city council's decision.

Following any public testimony and subsequent deliberations, the council shall make findings and take one of the following actions in accordance with Sandpoint City Code:

1. Approve the application
2. Approve with additional conditions
3. Refer the final plat back to the Planning and Zoning Commission, or
4. Deny the application

VI. Attachments

The following digital attachments are viewable at: PS23-0003 - Westpointe Place | Sandpoint, ID (sandpointidaho.gov)

1. Westpointe Place final plat

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

December 20, 2023
5:30 p.m.
Regular Meeting

Final / Approved

CITY COUNCIL

Minutes

1. Call to Order

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

2. Roll Call

In addition to Mayor Rognstad, Council President McAlister and Councilors Deb Ruehle, Joel Aispuro, Jason Welker and Justin Dick were present. All Councilors present.

Mayor Rognstad identified Police Chief Corey Coon as sergeant-at-arms for the meeting.

3. Pledge of Allegiance

The Mayor led all present in the Pledge of Allegiance.

4. Announcements

Mayor Rognstad recognized and thanked outgoing Planning and Zoning Commissioners Slate Kamp and Ben McGrann and Arts, Culture and Historic Preservation Commissioner Woody Sherwood and thanked those being appointed or reappointed for their willingness to serve in this capacity, noting that his appointments were on the Consent Calendar, seeking Council confirmation.

Councilor Jason Welker reported on contracts awarded for trail development, as provided under the Little Sand Creek Watershed Recreation Master Plan.

Information only; no Council action.

5. Public Forum

Mayor Rognstad proceeded with Public Forum, providing an opportunity for the public to address Council regarding items listed on the Consent Calendar or on any topic not listed on the agenda, reciting the rules and procedure for public comment during the meeting, as follows:

- Council may not hear or take testimony during public forum on any planning and zoning matter that is before the City or is known to be a likely application. Such testimony is allowed only during a properly-noticed public hearing.
- Matters that have been previously heard and decided by the Council may be determined to be inappropriate for public forum.
- Those in attendance shall not engage in disorderly or boisterous conduct, use threatening or abusive language, hold up or display any type of sign, speak out of turn, or clap or engage in any other similar act which disturbs the meeting.
- Comments shall not be personally derogatory, nor shall they be personally directed at any individual, organization or business.
- Issues regarding the performance of City employees constitute matters that must be discussed only in executive session and are not appropriate during the public portion of the meeting.
- Public comment opportunities during meetings are for comments only. Do not direct any questions to myself or Council or to staff, and do not approach the dais. Also, please do not approach the clerk or other staff up here at the front tables, as this disrupts the meeting. You may inquire of staff at the back table who can provide assistance, if needed.
- Unless otherwise provided, each speaker will be allowed 3 minutes. When it is your turn to speak, please introduce yourself and state whether you reside within Sandpoint city limits.

Several members of the public spoke during Public Forum. Information only; no Council action.

6. Consent Calendar

Item Number:	6A December 6, 2023, Special and Regular Meeting Minutes approved
Item Number:	6B Bills approved for payment: $639,398.64 for regular payables
Item Number:	6C-1 Planning and Zoning Commission Appointments confirmed
	Mose Dunkel and Ivan Rimar 1/1/24-12/31/26 Scott Torpie 2/1/24-12/31/26
Item Number:	6C-2 Arts, Culture & Historic Preservation Com'n Appointments confirmed
	Barry Burgess and Rick Decker 1/1/24-12/31/26 Kate McAlister 1/4/24-12/31/26
Item Number:	6D Resolution 23-093
	Second Amendment to Contract for Custodial Services w/ASAP Services, Inc.
Item Number:	6E Resolution 23-094
	Application for Idaho Transportation Dept./Office of Highway Safety Grant

Motion to approve the Consent Calendar.

Result:	Passed
Moved by:	Welker
Seconded by:	McAlister
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

7. Public Hearing

Item Number:	7A Public Hearing / Decision on City Application PS23-0003
	Westpointe Place Preliminary Plat (4-lot subdivision in vicinity of Ontario St. and Hwy. 2)

Mayor Rognstad announced that, next, Council would consider the request for approval of the preliminary plat for Westpointe Place, a proposed four-lot subdivision in the vicinity of Ontario Street and Highway 2, reporting that, on October 18, 2023, a City Council public hearing was held and closed on this matter, with Council postponing action at that time in order to allow time for City staff to fully evaluate the request of the developer to phase final platting and to provide additional time to take into consideration the public testimony heard and issues discussed by Council. During Council's November 1, 2023, meeting, Council directed reopening of the public hearing in order to take testimony from the applicant or their representative and to offer an opportunity for additional public testimony. The notice of public hearing for this reopened public hearing was published in the Bonner County Daily Bee on November 28, 2023.

The Mayor then recited the order and procedure for the public hearing and reported that any written comments received were included in the meeting packet or otherwise provided to Council.

All Councilors confirmed no conflict of interest or ex parté contact regarding this matter.

City Planner Amy Tweeten, AICP, provided an explanation of the subject of the public hearing.

Darian Ruen and Clare Marley with Ruen-Yeager & Associates, Inc., provided a presentation on behalf of the applicant, Scott Darnell, and fielded questions from the Mayor and Council members.

Mayor Rognstad reminded all present of the hearing procedure and opened the public hearing.

No one testified in favor of the application, and no one testified as opposed. The following Sandpoint city residents testified as neutral: Kyle Schreiber, Pam Duquette, and Jeremy Grimm.

Following public testimony, the applicant, Mr. Darnell, and his representatives, Mr. Ruen and Ms. Marley, provided some rebuttal remarks and, along with Ms. Tweeten and the City's Civil Engineer, Brandon Staglund, responded to questions from the Council members.

Mayor Rognstad then closed the public hearing, and Council deliberated, with Ms. Tweeten and Mr. Staglund fielding questions.

Motion to approve the application with the following conditions:

1. Proposed lots shown on the preliminary plat are already served by existing water and sewer mains. Water and sewer mains may require relocation prior to issuance of a building permit on any lot.
2. A stormwater management plan, based on development plans submitted by the applicant, shall be approved by the City Engineer prior to Final Plat. The stormwater management plan may be modified at the time of building permit submittal on any lot to accommodate changes in proposed development.
3. City approved and recorded CC&Rs for on-going maintenance of the stormwater system shall be required prior to Final Plat.
4. The Traffic Impact Study shall be completed and approved by ITD and the City of Sandpoint for any possible off-site impact fees. A re-permitting of access to US HWY 2 from ITD will be required.
5. The existing water and sewer main easements shall be revised to a minimum 20-foot width with the main centered in the easement (existing mains are not centered in existing easements). Additionally, the existing sewer easement across Lot 2 shall be revised to remove the phrase "to be vacated by this plat." The sewer easement will be vacated upon relocation of that portion of sewer main at the time of building permit on Lot 2.
6. Changes to the plat as required by Bonner County GIS and Bonner County Surveyor are incorporated into the final plat.
7. The developer will work with City staff to explore the possibility of a pedestrian access easement along the north end of Lot 1 in cooperation with Luther Park to connect US HWY 2 with Erie Street.

Result:	Passed
Moved by:	Welker
Seconded by:	Dick
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

8. Old Business

Item Number:	8A Resolution 23-095 Revised Legal Services Agreement

Mayor Rognstad announced that the first item under Old Business was consideration of a revised Legal Services Agreement with Lake City Law Group, PLLC.

City Administrator Jennifer Stapleton introduced and gave a brief explanation regarding this item, where the revised agreement provides that Ms. Jovick will serve as the Sandpoint City Attorney, with Andrew P. Doman retiring from this position upon approval of the agreement. Mr. Doman made some brief remarks, recognizing Mayor Rognstad, City Council members, Ms. Stapleton

and City staff with appreciation during his tenure with the City, followed by remarks of gratitude for Mr. Doman from the Mayor.

A member of the public commented on this item.

With no further Council discussion, there was a motion to approve the Resolution for the Revised Legal Services Agreement with Lake City Law Group, PLLC, City Agreement A20-1530-1.

Result:	Passed
Moved by:	Ruehle
Seconded by:	Aispuro
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

Mayor Rognstad called for a brief recess at 7:05 p.m., with the meeting reconvening at 7:10 p.m.

Item Number:	8B Truck Route Amendments

Mayor Rognstad reported that, following prior Council discussion and direction to City staff, Council will consider eliminating Superior Street, First Avenue and Pine Street in downtown Sandpoint from the truck route.

Construction Manager Holly Ellis provided a presentation and, along with Chief Coon, fielded questions from Council members.

Several members of the public commented on this item.

Item Number:	8B-1 Ordinance 1412
	Amendments to City Code 6-1-12, Truck Route Violations

Mayor Rognstad announced that the first action under this item was an ordinance for the necessary amendments to City Code and read the title of the Ordinance as follows:

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING SECTION 12 OF SANDPOINT CITY CODE TITLE 6, CHAPTER 1, TRUCK ROUTE VIOLATIONS, AND REPLACING WITH AN UPDATED TITLE 6, CHAPTER 1, SECTION 12, TRUCK ROUTE VIOLATIONS, WHICH INCLUDES PROVISIONS THAT PROHIBIT TRUCK TRAFFIC FROM ROUTING OFF OF STATE HIGHWAYS THROUGH DOWNTOWN SANDPOINT; PROVIDING FOR REPEAL AND SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

Result:	Passed
Moved by:	Dick
Seconded by:	McAlister
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

The Ordinance passed its first reading by title only, and the summary was approved.

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

Result:	Passed
Moved by:	Welker
Seconded by:	Dick
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

Mayor Rognstad stated that the Ordinance was considered read, passed and adopted under suspension of the rules and would become effective following publication of the Summary in the newspaper.

Item Number:	8B-2 Resolution 23-096
	First Amendment to Multimodal Transportation Master Plan - Figure 17, Designated Truck Route

For the second and final action under this item, Mayor Rognstad called for a motion to approve the Resolution for the First Amendment to the Multimodal Transportation Master Plan, Figure 17 - Designated Truck Route.

Result:	Passed
Moved by:	Welker
Seconded by:	Dick
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

Item Number:	8C Fifth Avenue/Pine Street Traffic Signal Project (Bid No. 24-3170-1)

Mayor Rognstad reported that, next under Old Business, City staff was seeking Council approval of the preliminary design for the Fifth Avenue/Pine Street traffic signal project and authorization to finalize the construction documents and advertise the project for bids. He noted it was anticipated that award of the construction contract would return to Council in February.

Ms. Ellis provided a presentation on this item and, along with Chief Coon, fielded questions from Council members.

Several members of the public commented on this matter.

Motion approving the preliminary design for the Fifth Avenue/Pine Street traffic signal project and authorizing City staff to finalize the construction documents and advertise the project for bids.

Result:	Passed
Moved by:	Welker
Seconded by:	Aispuro
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

Item Number:	8D Ordinance 1413
	Amendments to Zoning Code Definitions and General Provisions

Mayor Rognstad reported that, following a staff presentation and Council direction during Council's last meeting, staff is presenting a proposed ordinance that would create an administrative site plan approval expiration, clarify administrative appeal language and add a definition for application noticing requirements.

Mayor Rognstad called for a brief recess at 8:25 p.m., with the meeting reconvening at 8:30 p.m.

Ms. Tweeten provided a presentation and fielded questions from Council members.

I will now read the title of the Ordinance as follows:

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 9, CHAPTER 1, SECTIONS 3 AND 4, SANDPOINT CITY CODE, DEFINITIONS AND GENERAL ZONING PROVISIONS; PROVIDING FOR REPEAL AND SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

Result:	Passed
Moved by:	McAlister
Seconded by:	Welker
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

The Ordinance passed its first reading by title only, and the summary was approved.

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

Result:	Passed
Moved by:	Dick
Seconded by:	Aispuro
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

Mayor Rognstad stated that the Ordinance was considered read, passed and adopted under suspension of the rules and would become effective following publication of the Summary in the newspaper.

Item Number:	8E	Presentation on Draft Schedule for Downtown Zoning / Historic Preservation Workshops

Mayor Rognstad announced that the next item on the agenda was a presentation on a draft schedule for Downtown Zoning/Historic Preservation Workshops, relaying that, in follow-up to Council direction, staff would be providing an update on public workshops and the broader implementation plan and timeline for building height regulations, historic preservation and other zoning changes in the downtown core.

Ms. Tweeten and Arts and Historic Preservation Officer Heather Upton provided a presentation and fielded questions from Council members, followed by public comment.

Item Number:	8F	Travers Park Phase 2 Inclusive Playground and Splash Pad Design Update

Mayor Rognstad announced that the next item on the agenda would be a presentation on the Travers Park Phase 2 Inclusive Playground and Splash Pad Design, with the results of outreach and a project update to include concept and an explanation of the process to date and going forward, including a survey opportunity to provide feedback on the latest design.

Parks Planning & Development Manager Maeve Nevins-Lavtar introduced the City's landscape architect consultant and lead designer for the project, Mike Terrell, who provided a presentation and, along with Ms. Nevins-Lavtar, fielded questions from the Council members.

A member of the public commented on this item.

Item Number:	8G Travers Park Skatepark Update

Mayor Rognstad announced that, for the final item under Old Business, City staff would provide an update on project scope, budget and the construction schedule for Travers Park Skatepark Phase 2, scheduled for spring through August 2024.

Ms. Nevins-Lavtar provided a presentation and fielded questions from Council members.

9. New Business

Item Number:	9A Resolution 23-097
	T-Mobile Hometown Grant Application for Travers Skatepark Expansion Project

Mayor Rognstad announced that the first item under New Business was a request from staff for Council to consider authorizing an application for a T-Mobile Hometown Grant in the amount of $50,000 to be used for the Travers Skatepark Expansion Project, followed by information provided by Ms. Nevins-Lavtar.

Motion to approve the Resolution authorizing City staff to submit an application for a T-Mobile Hometown Grant to be used for the Travers Skatepark Expansion Project.

Result:	Passed
Moved by:	Dick
Seconded by:	Aispuro
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

Item Number:	9B Resolution 23-098
	Transportation Alternative Program (TAP) Grant Application for Boyer Ave. Project

Mayor Rognstad announced that, for the next item under New Business, Council would consider authorizing submission of an application for grant funding under the Transportation Alternatives Program, which, if awarded, would be used to provide infill and connectivity on North Boyer Avenue, followed by a presentation provided by Ms. Ellis.

Motion to approve the Resolution authorizing a Transportation Alternatives Program Grant Application, which funds, if awarded, would be used for infill on the shared use pathway on the east side of North Boyer Avenue.

Result:	Passed
Moved by:	Welker
Seconded by:	Aispuro
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

Item Number:	9C Ordinance 1414
	Northern Lights, Inc., Electric Franchise

Mayor Rognstad announced that, next on the agenda was an ordinance that proposed to grant a non-exclusive electric franchise in the City of Sandpoint to Northern Lights, Inc., reporting that, per Idaho Code, Council would consider first reading of the Ordinance this evening and approval of the summary, which will be published in the newspaper. Once 30 days has passed and the summary has been published, Council can then consider final approval of the Ordinance. He relayed that, if the introduction of the ordinance was approved, it was anticipated that this will be back on the agenda for final consideration on February 7th.

Ms. Stapleton provided a brief presentation.

I will now read the title of the Ordinance as follows:

AN ORDINANCE GRANTING NORTHERN LIGHTS, INC., ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, CONTROL, SALE AND DISTRIBUTION OF ELECTRICITY WITHIN THE CITY.

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

Result:	Passed
Moved by:	McAlister
Seconded by:	Aispuro
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

The Ordinance passed its first reading by title only, and the summary was approved and will be published in the newspaper. Final consideration will be back on the Council agenda after 30 days has passed.

Item Number:	9D Proposed Resolution
	The Festival at Sandpoint 2024 War Memorial Field Lease

Mayor Rognstad announced that, next on the agenda was the City's annual lease of War Memorial Field to The Festival at Sandpoint for its 2024 concert series, noting that a special event permit would also be required and would be considered and issued administratively in accordance with the City's adopted Special Event Policy.

Ms. Stapleton provided information regarding the proposed lease and reported that, as the lease was still under review, staff was recommending that Council postpone a decision until the next meeting.

Motion to postpone approval of the Resolution for the lease of War Memorial Field to The Festival at Sandpoint for their 2024 concert series until Council's next meeting on January 3, 2024.

Result:	Passed
Moved by:	Dick
Seconded by:	Welker
Voted Yes:	McAlister, Ruehle, Aispuro, Welker, Dick
Voted No:	
Abstained:	
Absent:	

Item Number:	9E Moorage Policy and Procedures

Mayor Rognstad announced that, for the final item on the agenda, staff would present, for discussion, proposed changes to the City's moorage policy, to include waitlist priority for City residents and priority for sailing vessels on the dry dock. No action would be requested at this time; it is anticipated that a policy for consideration will be presented during Council's next meeting on January 3rd. Following this introduction, Ms. Stapleton provided a brief presentation.

9. Adjourn

With no further business on the agenda, the meeting was adjourned at 10:12 p.m.

I presided over this meeting and can confirm that these minutes, prepared by the City Clerk, were approved by City Council on January 3, 2024.

Shelby Rognstad, Mayor

Attest: Melissa Ward, City Clerk

Note: Deputy City Clerk Cassidy Brocaille served as clerk for this meeting.

AGENDA REPORT

City Council Meeting

TODAY'S DATE: June 13, 2024

MEETING DATE: June 20, 2024

TO: Mayor and City Council

FROM: Jason Welker, Community Planning & Development Director

SUBJECT: Proposed ordinance amending City Code 9-6-15 "Exempted signs"

DESCRIPTION/BACKGROUND

Sandpoint City Code Title 9, Chapter 6 "establishes standards for the fabrication, erection and use of signs, symbols, markings and advertising devices within the city." Within the city's sign code an "off premises sign or off site sign" is defined as "Any sign that relates to or advertises products, services, or uses at, or directs persons to, a different premises from where the sign is installed."

Section 9-6-13, "Permitted and prohibited signs" identifies off premise signs as "prohibited in all districts." The intent of the prohibition is to maintain aesthetic standards, reduce visual clutter, and enhance the overall appearance of the community.



An unintended consequence of the off-premise sign prohibition has emerged in recent years as opportunities for public/private partnerships through which local and regional businesses sponsor public art installations, an example being the STCU-sponsored artistic vinyl wraps of utility boxes all over Sandpoint.

Being as each of the vinyl-wrapped boxes contains a small STCU logo recognizing the project sponsor, the wraps are technically in violation of our own city ordinance banning off premise advertising.

New opportunities for private sponsorship of public amenities are currently being explored, including additional artistic wraps of city-owned Big Belly garbage compactors and possible

sponsorships of sports scoreboards, sports equipment, uniforms, or other parks and recreation amenities and programs.

PROPOSED ORDINANCE

To bring existing off premise advertising in the form of public art sponsored by local businesses into compliance with City code, and to allow for future exploration of public/private partnerships that enhance public access to art, parks amenities, and recreation opportunities, staff is proposing an ordinance amending City code 9-6-16 “Exempted Signs,” to include a new exemption for “Off premise signs, that may contain letters or numbers, for the purpose of sponsoring public art, parks amenities, or recreational activities/programs at City facilities.”

9-6-16 includes categories of signage that “shall be exempt from the provisions of this sign code.” The proposed additional exemption should allow for new sponsorship opportunities in city parks, rights of way, buildings, and other facilities owned by the City. It will NOT open the door for private off premise advertising outside of public facilities, and is worded to strictly the opportunities for such advertising to projects initiated by or sanctioned by the City itself.

STAFF RECOMMENDATION

Staff recommends approving the proposed ordinance amending city code section 9-6-15 to include an additional exemption from the sign code.

Attachments:

1. Proposed ordinance and summary

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 9, CHAPTER 6, SECTION 15, EXEMPTED SIGNS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS: The City wishes to engage private sector businesses in supporting public art, youth and adult recreation programming, and improved parks amenities; and

WHEREAS: Currently, City Code limits the installation, use and display of off premise business signage.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Sandpoint:

ORDINANCE SECTION 1 – AMENDMENT TO CITY CODE 9-6-15

Sandpoint City Code 9-6-15, Exempted Signs, is hereby amended with an additional exemption, as follows:

The following signs shall be exempted from the provisions of this sign code, providing that they meet the requirements set forth in this section. Signs that exceed the stated area allowances shall be subject to the same permit requirements as otherwise set forth in this title.

A. All signs erected in a public right of way by a public agency controlling or directing traffic shall be exempt from the provisions of this chapter.

B. Political signs pertaining to a specific election which must be removed within five (5) days after the election by the candidate or property owner who placed the sign.

C. Real estate signs of less than four (4) square feet of sign area located within the building setback areas not occupying any portion of the public right of way.

D. Construction signs announcing the construction of a building or project naming owners, contractors, subcontractors, lending institutions, and architects, not to exceed one sign of thirty five (35) square feet for each street frontage of the building frontage. Said sign shall be removed upon occupancy of the building for which the sign was intended.

E. Flags, either official or historical, of any state or nation.

F. Any sign inside a building, window, or on a door, except flashing, animated or rotating signs visible from outside the building. The total percentage of coverage for signs on or within windows and doors shall not exceed thirty five percent (35%).

G. Owner identification or occupant identification signs for residential structures, private warning signs and “For Sale” or “For Rent” signs, none of which may exceed two (2) square feet.

H. Murals, as defined in this chapter. All requests for murals shall be reviewed by the arts commission and the planning administrator, with their recommendation forwarded to city council for approval on consent calendar. The responsibility for review shall fall to the planning and zoning commission in the event there is no active arts commission appointed.

ORDINANCE NO. ____

I. Kiosks provided by the chamber of commerce, downtown business association and other nonprofit organizations that typically list local community events. A kiosk with space to list community events, locations of community buildings and a list of local businesses keyed to a location map may be permitted at the discretion of the planning commission. Business and property owners adjoining the parcel under consideration shall be notified of such request. Said notice shall inform such owners that they may comment on the application during a period of not less than fifteen (15) days after mailing of the notice and prior to final action on said application. Said permit approval shall be based on compliance with the following:

1. Safe and adequate vehicular and nonvehicular access to the kiosk;

2. Kiosk layout and design which reflects an intent to notify visitors and residents of community events; and

3. Use of durable materials on the kiosk.

The combined total for all signs within any one kiosk shall not be more than one hundred (100) square feet. Kiosks shall be placed within a landscaped area. Each entrance to the city shall have a designated area for these signs. Locations throughout the downtown core may also be selected for smaller kiosks (up to 50 square feet each) serving the same purposes as above. All signs advertising a specific event shall be immediately removed at the conclusion of the event unless extended in writing by the planning administrator.

J. Signs stating the name of a housing complex of ten (10) or more dwelling units, provided that the sign does not exceed twenty five (25) square feet. Freestanding signs shall be placed within a landscaped area and shall be approved by the planning administrator.

K. Signs which are exclusively intended to direct pedestrian and vehicular traffic to entrances, exits, drive-up lanes, etc., smaller than three (3) square feet, with no advertising.

L. One directory sign per entrance for multi-tenant buildings that does not exceed three (3) square feet. A larger directory sign size, with a maximum area of six (6) square feet may be allowed upon approval by the city planning and zoning commission.

M. Portable signs or banners, when used by churches, charities, and other similar nonprofit institutions or governmental entities for the purpose of announcing benefit or emergency programs occurring within the church or institution, such as weekly free meals or cold weather shelters. Such signs must adhere to the standards set forth in section 9-6-12 of this chapter and may only be in place on the same premises and on the days such programs are taking place.

N. Integral decorative or architectural features of buildings, including building names and dedication dates, or works of art, so long as such features or works do not contain letters or numbers (except in case of building names and dedication dates). Signs for building names shall be in harmony with the architecture of the building and are not to exceed twelve feet (12') in letter height.

O. Public works of art that contain letters/numbers if approved by the Sandpoint arts commission.

P. Off premise signs, that may contain letters or numbers, for the purpose of sponsoring public art, parks amenities, or recreational activities/programs at City facilities.

ORDINANCE NO. ____

ORDINANCE SECTION 2 - 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 3 – PUBLICATION AND EFFECTIVE DATE:

This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED AS AN ORDINANCE OF THE CITY OF SANDPOINT, IDAHO, AT A REGULAR SESSION OF THE SANDPOINT CITY COUNCIL ON _____, 2024.

_____
Jeremy Grimm, Mayor

Attest: _____
Melissa Ward, City Clerk

SUMMARY OF CITY OF SANDPOINT
ORDINANCE NO. ____
Sign Code – Exempted Signs

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 9, CHAPTER 6, SECTION 15, EXEMPTED SIGNS; 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 9, Chapter 6, Section 15, with an addition under Exempted Signs, providing for the allowance of off premise signs for the purpose of sponsoring public art or parks amenities and recreational activities or programs at City facilities.

Ordinance Sections 2 and 3 provide for repeal and severability, publication and an effective date.

This publication is a summary of the full Ordinance and is being published pursuant to Idaho Code Section 50-901A. This ordinance was passed and approved upon a proper roll call vote and duly enacted at a properly-noticed session of the Sandpoint City Council, held _____, 2024. The full text of the Ordinance is on file with the Sandpoint City Clerk and will be promptly provided during regular hours to any citizen on personal request.

Published once in the Legals section of the Bonner County Daily Bee on _____, 2024.

STATEMENT OF LEGAL ADVISOR

I, Zachary Jones, legal advisor for the City of Sandpoint, Idaho, have examined the summary of the ordinance to be presented to the Sandpoint City Council on June 20, 2024, proposing to amend Sandpoint City Code Title 9, Chapter 6, Section 15, 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