CITY COUNCIL MEETING AGENDA

May 06, 2026 at 5:30 PM

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

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Call to Order

Roll Call

Pledge of Allegiance

Announcements and Reports

1. Police Department POST Graduation Certificates
2. Mayor's Proclamation: Live Give 7B Campaign
3. Report: Cash and Investment Transactions Financial Report – March 2026 (for information only)
4. Report: FY 2026 2nd Quarter Financial and Capital Report (for information only)

Public Comment

Consent Calendar - action item

5. Approval of Minutes from Council's April 8, 2026, Special Meeting - ***action item***
6. Approval of Minutes from Council's April 15, 2026, Regular Meeting - ***action item***
7. Payables Report / Approval of Bills for Payment - ***action item***
8. Proposed Resolution: Idaho Department of Environmental Quality Loan Offer, Acceptance and Agreement for Wastewater Treatment Reconstruction - ***action item***
9. Proposed Resolution: Idaho Department of Environmental Quality Legislative Supplement Funding Offer, Acceptance and Agreement for Wastewater Treatment Plant Reconstruction - ***action item***
10. Council Direction: Big Belly Monster Wrap - Competition Results and Recommendation from the Arts, Culture and Historic Preservation Commission - ***action item***
11. Proposed Resolution: Approve Marsha’s Snack Shack Lease A24-3620-1 Fourth Amendment - ***action item***
12. Proposed Resolution: Contract with Interstate Concrete & Asphalt Co. for Division Avenue Corridor Improvement Project - Phase 2 (Agreement A26-3170-6) - ***action item***
13. Proposed Resolution: Memorandum of Understanding with Sandpoint Sailing Association for Windbag Marina Moorage and City Sailing Program Partnership - ***action item***

Old/Unfinished Business

14. Presentation: Downtown Revitalization Phase 3 Update

New Business

15. Review Changes to City Fees, Schedule a Public Hearing to Consider Adoption of New Fees and Fees Proposed to Increase more than 5%, and Consider Approval of Decreased Fees and Fees Proposed to Increase 5% or Less - ***action item***
16. Proposed Resolution: Agreement with HMH Engineering for City Beach RV Park Development and Parking Lot Design (Agreement A26-5200-17) - ***action item***

Adjourn

Public Participation Options and Information
Before the meeting, comment in writing: Email cityclerk@sandpointidaho.gov or deliver to City Hall.
Attend in person: See above for meeting location. Seating available on first-come, first-served basis.
Attend remotely: Register at https://www.sandpointidaho.gov/meetings.
After the meeting, view the recording on YouTube: https://www.youtube.com/c/CityofSandpoint.
For questions or requests for special accommodation: At least 48 hours prior to the meeting, send a message to the email address above or call (208) 263-3310.

AGENDA REPORT

City Council Meeting

TODAY'S DATE: April 20, 2026

MEETING DATE: May 6, 2026

TO: Mayor & City Council

FROM: Sarah Lynds, Finance Director

SUBJECT: Report: Cash and Investment Transactions Financial Report – March 2026 (for information only)

DESCRIPTION/BACKGROUND:

Monthly Cash and Investment Transaction Financial Report

STAFF RECOMMENDATION and ACTION:

No Council action is requested, this Financial Report is for informational purposes only.

ATTACHMENTS:

Cash and Investment Transactions Financial Report – March 2026

LINK TO ELECTRONIC FINANCIAL TRANSPARENCY:

https://sandpoint-id.cleargov.com/

City of Sandpoint

Financial Report on Cash and Investment Transactions

March 31, 2026

FUND	BALANCE 2/28/26	DEBIT	CREDIT	BALANCE 3/31/26
General Fund Undesignated	13,486,551	1,342,080	1,329,163	13,499,468
General Fund Designated - Reserves	9,027,700	-	-	9,027,700
General Fund Designated - Other	2,268,025	53,231	551,631	1,769,625
Special Revenue:				
Fiber	167,147	53,041	19,017	201,171
Impact Fees	2,734,288	49,690	-	2,783,978
Recreation	591,285	25,834	36,137	580,982
Park Capital Improvement	1,878,335	67,026	25,973	1,919,387
Enterprise:				
Sanitation	587,667	79,426	70,000	597,092
Water	8,097,800	425,400	851,671	7,671,529
Water - Reserve Capital	10,813,798	38,380	445,117	10,407,060
Water - Reserve Watershed Protection	728,643	2,142	-	730,785
Water - Restricted	103,629	305	-	103,934
Wastewater	9,823,973	789,841	289,244	10,324,571
Wastewater - Reserve I&I Collection	1,986,927	5,786	18,630	1,974,083
Wastewater - Reserve Capital	11,459,136	33,243	151,146	11,341,233
Water and Wastewater Debt Service	1,036,505	385,287	382,240	1,039,552
Fiduciary:				
LID Guarantee	40,374	119	-	40,493
LID Combined	213,906	894	-	214,800
Payroll Benefit Clearing	517,521	446,699	341,777	622,443
GRAND TOTAL	75,563,209	3,798,423	4,511,747	74,849,885

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

Sarah Lynds

Sarah Lynds, Finance Director
City of Sandpoint, Idaho

City of Sandpoint
Cash and Investments
March 31, 2026

Description	City's Balance
Wells Fargo Bank	
Checking Account	637,110
Idaho State Investment Pool	
State Investment Pool Account	74,212,275
Cash on Hand	
Petty Cash	500
Total	74,849,885

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

Sarah Lynds

Sarah Lynds, Finance Director
City of Sandpoint, Idaho

AGENDA REPORT

City Council Meeting

TODAY'S DATE: April 20, 2026

MEETING DATE: May 6, 2026

TO: Mayor & City Council

FROM: Sarah Lynds, Finance Director

SUBJECT: Report: FY 2026 2nd Quarter Financial and Capital Report (for information only)

DESCRIPTION/BACKGROUND:

Idaho Statute 50-1011 requires the Treasurer to publish quarterly financial statements on the City's website.

The quarterly report is required to show specific information.

1.) A full statement for each fund reflecting year to date

2.) The balances of the debits and credits belonging to each category:

a. Salaries
b. Maintenance and Operations
c. Capital Outlay

3.) A percentage comparison to the original appropriation.

REPORT REVIEW:

To highlight a few areas of the quarterly report - the fiscal year is 50% complete as of March 31, 2025. The construction season is not underway with the exception of a few isolated projects and so the funds/budgets associated with these expenditures are showing low budget to actuals. This is expected and normal at this time of the year.

EXPENSES:

The General Fund is 27.48% expended as a whole, but a closer look at separate categories reflects 40.85% in personnel services, 29.84% in maintenance & operations and 6.33% in capital outlay.

Garbage, Water and Wastewater funds are at 49.52%/24.66%/18.35% budget to actual for total expenditures. Water and Wastewater salaries and benefits are 34.12% and 40.69% budget to actual. Water and Wastewater capital outlay expenditures are at 13.74% and 7.75% with the majority of expenditures expected to come in the 4th quarter of the fiscal year. All of these percentages are in line with prior year trends of budget to actual expenditures. Financial trending budget to actual graphs can be found on the City's Financial Transparency page.

REVENUES:

The construction season normally begins towards the end of the 3rd quarter of the fiscal year with the majority of the projects occurring in the 4th quarter. Capital outlay budget to actual expended percentages reflect a low completion status at the end of the 2nd quarter. Several of the FY 2026 capital projects are being funded with beginning cash fund balances, this is reflective in the revenue account called 'Other Financing Sources' in the applicable funds.

Revenues for the General Fund are 32.27% budget to actual. Revenues include $2,617,809 of beginning cash and $1,000,000 grant revenue place holder, after removing this from the calculation the General Fund revenue budget to actual is 38.68%. The Cities' largest single source of General Fund revenue, property taxes, is at 62.19% received. Property taxes are received monthly with the largest remittance in January (2nd Quarter) and the second largest in July (4th quarter).

State and Local Government Shared Revenues (24.51% and 62.32%) are received quarterly (January, April, July and the final quarter in October).

Water and Wastewater fund revenue overall is 21.95%/33.66% budget to actual. Water includes $5,277,732 of beginning cash, after removing this from the calculation the budget to actual is 41.4%. Wastewater includes $4,555,000 of beginning cash, after removing this from the calculation the budget to actual revenues is 57%.

All of these percentages are in line with prior year trends of budget to actual revenues.

CAPITAL:

The FY 2026 Capital Improvement Plan has budgeted $20,600,000 for 19 projects. At the end of the 2nd quarter these projects had expenditures of $490,723 which is 2.38% of the CIP budget.

STAFF RECOMMENDATION and ACTION:

No Council action is requested, this Financial Report is for informational purposes only.

ATTACHMENTS:

FY 2026 2nd Quarter Financial Report

FY 2026 2nd Quarter Capital Financial Report

LINK TO ELECTRONIC FINANCIAL TRANSPARENCY:

https://sandpoint-id.cleargov.com/

https://city-sandpoint-id-cleardoc.cleargov.com/19237

City of Sandpoint

Quarterly Financial Report

Budget for Fiscal Year Ending **September 30, 2026**

Financial Report by Fund - Budget to Actual

	FUND	Original Budget	March 2026 YTD	Percent of Year 50% - Budget to Actual
01	**General Fund Revenues**	21,817,387	7,040,447	32.27%
	General Fund Expenditures	21,817,387	5,996,015	27.48%
	Salaries & Benefits	8,792,609	3,591,493	40.85%
	Operations	6,700,778	1,999,770	29.84%
	Capital Outlay	6,324,000	400,130	6.33%
	Transfers	-	4,622	
04	**Fiber Optic Network Fund Revenues**	96,000	36,414	37.93%
	Fiber Fund Expenditures	96,000	-	0.00%
	Operations	96,000	-	0.00%
05	**Capital Projects Fund Revenues**	1,650,000	707,774	42.90%
	Capital Projects Fund Expenditures	1,650,000	3,000	0.18%
	Operations	400,000	-	0.00%
	Capital Outlay	1,250,000	3,000	0.24%
	Transfers	-	-	
06	**Recreation Fund Revenues**	481,096	276,997	57.58%
	Recreation Fund Expenditures	481,096	188,441	39.17%
	Salaries & Benefits	333,700	116,596	34.94%
	Operations	107,850	52,069	48.28%
	Transfers	39,546	19,776	50.01%
08	**Parks Improvement Fund Revenues**	1,837,787	394,275	21.45%
	Parks Fund Expenditures	1,837,787	168,558	9.17%
	Salaries & Benefits	-	1,430	
	Operations	102,787	51,430	50.04%
	Capital Outlay	1,735,000	115,699	6.67%
25	**Sanitation Collection Fund Revenues**	849,320	420,902	49.56%
	Sanitation Fund Expenditures	849,320	420,605	49.52%
	Operations	655,000	323,437	49.38%
	Transfers	194,320	97,168	50.00%
30	**Water Fund Revenues**	11,232,468	2,465,519	21.95%
	Water Fund Expenditures	11,232,468	2,769,523	24.66%
	Salaries & Benefits	1,844,204	629,224	34.12%
	Operations	1,770,665	420,529	23.75%
	Capital Outlay	5,675,000	779,603	13.74%
	Transfers	1,942,599	940,167	48.40%
31	**Wastewater Fund Revenues**	11,130,000	3,746,317	33.66%
	Wastewater Fund Expenditures	11,130,000	2,041,860	18.35%
	Salaries & Benefits	1,121,395	456,329	40.69%
	Operations	2,933,122	491,754	16.77%
	Capital Outlay	5,785,000	448,343	7.75%
	Transfers	1,290,483	645,435	50.01%
33	**Bond Payment Fund Revenues**	826,750	398,674	48.22%

	Bond Payment Fund Expenditures	826,750	382,240	46.23%
61	**LID Guarantee Revenues**	-	640	
	LID Guarantee Fund Expenditures	-	-	
65	**LID Funds Revenues**	6,857	3,616	52.74%
	LID Funds Expenditures	6,857	-	0.00%
	Total City Revenues	**49,927,665**	**15,491,574**	**31.03%**
	Total City Expenditures	**49,927,665**	**11,970,243**	**23.98%**

Note: The City of Sandpoint detailed financial data can be found at https://sandpoint-id.cleargov.com.
The above report is required by Idaho Code Section 50-1011.

Budget for Fiscal Year Ending **September 30, 2026**
Summary Financial Report by Fund Type - Budget to Actual

	Original Budget	March 2026 YTD	Percent of Year 50% - Budget to Actual
General Fund			
Revenues	21,817,387	7,040,447	32.27%
Total General Fund Expenditures	21,817,387	5,996,015	27.48%
Salaries & Benefits	8,792,609	3,591,493	40.85%
Operations	6,700,778	1,999,770	29.84%
Capital Outlay	6,324,000	400,130	6.33%
Transfers	-	4,622	
Special Revenue Funds			
Revenues	4,064,883	1,415,460	34.82%
Total Special Revenue Expenditures	4,064,883	359,999	8.86%
Salaries & Benefits	333,700	118,026	35.37%
Operations	706,637	103,498	14.65%
Capital Outlay	2,985,000	118,699	3.98%
Transfers	39,546	19,776	50.01%
Enterprise Funds			
Revenues	24,038,538	7,031,411	29.25%
Total Enterprise Fund Expenditures	24,038,538	5,614,229	23.36%
Salaries & Benefits	2,965,599	1,085,553	36.60%
Operations	6,185,537	1,617,960	26.16%
Capital Outlay	11,460,000	1,227,946	10.72%
Transfers	3,427,402	1,682,770	49.10%
LID Debt Service Funds			
Revenues	6,857	4,257	62.08%
Total LID Debt Service Fund Expenditures	6,857	-	0.00%
Total City Revenues	**49,927,665**	**15,491,574**	**31.03%**
Total City Expenditures	**49,927,665**	**11,970,243**	**23.98%**

City of Sandpoint

Quarterly Capital Improvement Financial Report

Budget for Fiscal Year Ending **September 30, 2025**

Capital Improvement Financial Report by Project - Budget to Actual

Capital Project	Original Budget	March 2026 YTD	Percent of Year 50% - Budget to Actual
Streets & Sidewalk Projects			
Downtown Revitalization Phase III	2,000,000	62,147	3.11%
Ontario Street/Highway 2 (US-2)	500,000	-	0.00%
Road Reconstruction & Seal Coating Projects	400,000	37,502	9.38%
Sidewalk and Bike Path Projects	1,155,000	5,388	0.47%
Street Equipment - End Loader, Grader and 6YD Dump Truck	1,050,000	205,157	19.54%
Total Streets Capital & Projects	**5,105,000**	**310,194**	**6.08%**
Engineering Projects			
Cedar Street Reconstruction	2,500,000	57,830	2.31%
Great Northern Road Corridor Improvements	1,850,000	6,376	0.34%
Total Engineering Projects	**4,350,000**	**64,205**	**1.48%**
Water Projects			
Little Sandcreek Watershed Management Plan, Timber Management Plan & Urban Forest Master Plan Projects	250,000	-	0.00%
Lower Diversion Upgrades	1,265,000	-	0.00%
Water Main Line Replacement	2,570,000	-	0.00%
Total Water Projects	**4,085,000**	**-**	**0.00%**
Wastewater Projects			
I &I Reduction - Lateral and Manhole Rehab/ Replacement	280,000	18,630	6.65%
Wastewater Lift Station Improvements	400,000	46	0.01%
Wastewater Main Line Replacement	620,000	2,723	0.44%
Wastewater Treatment Facility Phased Reconstruction	3,000,000	94,924	3.16%
Total Wastewater Projects	**4,300,000**	**116,323**	**2.71%**
Parks and Recreation Projects			
City Beach RV Park Improvements	1,000,000	-	0.00%
City Beach Parking Lot Improvements	210,000	-	0.00%
Parks Land Purchase	1,300,000	-	0.00%
Parks Master Plan Identified Projects - Grant Match	150,000	-	0.00%
Total Park and Recreation Projects	**2,660,000**	**-**	**0.00%**
General Government Projects			
City Hall Fire Alarm	**100,000**	**-**	**0.00%**
Total Capital Improvement Plan Expenditures	**20,600,000**	**490,723**	**2.38%**

Note: Please click here to visit our City Website Project page for additional detail on City of Sandpoint projects.

CITY COUNCIL SPECIAL MEETING/WORKSHOP MINUTES

April 08, 2026 at 9:00 AM

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

Call to Order

The meeting was called to order at 9:00 a.m. by Council President Deb Ruehle, presiding in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

PRESENT

Councilor Deb Ruehle, Council President
Councilor Joel Aispuro
Councilor Kyle Schreiber
Councilor Pam Duquette
Councilor Joe Tate
Councilor Joshua Torrez

Mayor Jeremy Grimm was absent.

As required by the City's adopted Code of Ethics and Civility, as the presiding officer, Council President Ruehle identified law enforcement personnel serving as sergeant-at-arms for the meeting: Police Chief Corey Coon.

In addition to the Council, those in attendance included City Facilitator Fonda Jovick, City Attorney Zach Jones, Central Services Director Cheryl Hughes, Finance Director Sarah Lynds, Community Planning and Development Director Jason Welker, Public Works Director Holly Ellis, Fire Chief Gavin Gilcrease, and Police Chief Corey Coon.

Pledge of Allegiance

Council President Ruehle led all present in the Pledge of Allegiance.

Strategic Planning Workshop

1. City Council Strategic Planning Kickoff

   Following opening remarks by Council President Ruehle, a workshop was held, with discussion amongst Council members, legal counsel, and staff.

The workshop recessed for a break at 10:15 a.m. and reconvened at 10:30 a.m.; recessed for a lunch break at 12:28 p.m. and reconvened at 1:00 p.m.; and recessed again at 2:55 p.m. and reconvened at 3:07 p.m.

Adjourn

With no further business before the Council, the meeting was adjourned at 5:01 p.m.

I presided over this meeting and can confirm that the foregoing minutes, prepared by the City Clerk, were approved by City Council during their meeting held _____, 2026.

_____ _____

Deb Ruehle, Council President Attest: Meri Jane Bohn, City Clerk

CITY COUNCIL MEETING MINUTES

April 15, 2026 at 5:30 PM

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

Call to Order

Mayor Jeremy Grimm called the regular meeting of the Sandpoint City Council to order at 5:30 p.m. on Wednesday, April 15, 2026, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

PRESENT
Mayor Jeremy Grimm
Councilor Deb Ruehle, Council President
Councilor Joel Aispuro
Councilor Kyle Schreiber
Councilor Pam Duquette
Councilor Joe Tate
Councilor Joshua Torrez

As required by the City's adopted Code of Ethics and Civility, as the presiding officer, Mayor Grimm identified law enforcement personnel serving as sergeant-at-arms for the meeting: Police Chief Corey Coon.

Pledge of Allegiance

Mayor Grimm led all present in the Pledge of Allegiance.

Announcements and Reports

1. Presentation: Community members Suanne and Kodiak Ellis provided a presentation on "International Dark Sky Week 2026". Information only; no Council action.
2. Mayor's Proclamation: International Dark Sky Week

   Mayor Grimm read aloud his proclamation recognizing the week of April 13 through April 20, 2026, as International Dark Sky Week in the City of Sandpoint.
3. Mayor's Proclamation: Arbor Day 2026

   Mayor Grimm read aloud his proclamation recognizing April 25, 2026, as Arbor Day in the City of Sandpoint.

Mayor Grimm provided instructions for members of the public who wished to speak during the Public Comments portion of the meeting, Councilors provided reports from the meetings of the citizen advisory boards on which they serve, and department directors provided updates on the activities and projects in their respective departments.

Public Comment

Mayor Grimm recited the rules and procedure for public comments during the meeting and offered an opportunity for members of the public to speak on items included on the Consent Calendar and Old and

New Business topics on the agenda or other general matters not relevant to the business of the City of Sandpoint.

Consent Calendar

Mayor Grimm recited for the record the amount of bills for payment approval. Councilor Duquette removed item 8, The Festival at Sandpoint Agreement (A26-1970-3), and Councilor Schreiber removed item 7, 2026 Farmer's Market Agreement (A26-1970-4), and item 9, Stormwater Management Study Agreement with J-U-B Engineers (A26-3400-3), which were all moved to Old Business after agenda item 11. The Consent Calendar was then unanimously approved as amended.

Motion made by Councilor Duquette, Seconded by Councilor Schreiber.
Voting Yea: Councilor Torrez, Councilor Duquette, Councilor Ruehle, Councilor Aispuro, Councilor Schreiber, Councilor Tate

4. The minutes from April 1, 2026, meeting were approved as presented.
5. The bills presented were approved for payment in the amount of $451,770.28.
6. **Resolution 26-024** Memorandum of Understanding for Amendment to the 2024-2027 Article 22 Collective Bargaining Agreement with the International Association of Firefighters Local 2319 - approved
7. *(removed from Consent - see Old Business)*
8. *(removed from Consent - see Old Business)*
9. *(removed from Consent - see Old Business)*

Old/Unfinished Business

10. **Ordinance 1437** Approval of Amendments to Sandpoint City Code 3-2-9 Open Container Law

    Mayor Grimm introduced the item and stated that a request had been submitted to revise the ordinance to include the months of July and August, thereby allowing one permitted event with alcohol at City Beach Park during those months. He noted that the current ordinance permits one such event per month throughout the year, with the exception of July and August.

    At the Mayor's request, the clerk read aloud the title of the ordinance as follows:

    AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 3, CHAPTER 2, SECTION 9, OPEN CONTAINER LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

    Councilor Ruehle made a motion that the Ordinance pass its first reading by title only, and that the Summary is approved, seconded by Councilor Aispuro, and passed as follows:

    Motion made by Councilor Ruehle, Seconded by Councilor Aispuro.
    Voting Yea: Councilor Tate, Councilor Aispuro, Councilor Schreiber, Councilor Ruehle, Councilor Torrez
    Voting Nay: Councilor Duquette

    Councilor Duquette made a 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, seconded by Councilor Aispuro, and passed by a unanimous vote of the Council.

    Motion made by Councilor Duquette, Seconded by Councilor Aispuro.
    Voting Yea: Councilor Aispuro, Councilor Ruehle, Councilor Torrez, Councilor Schreiber, Councilor Tate, Councilor Duquette

    Mayor Grimm announced that the motion had passed, and the Ordinance was considered read, passed and adopted under suspension of the rules.

11. Update on Wastewater Treatment Plant Reconstruction

    Public Works Director Holly Ellis and Kyle Meschko with Keller Associates provided a presentation on the Wastewater Treatment Plant Reconstruction and fielded questions from Councilors. Information only; no Council action.

8. **Resolution 26-026** The Festival at Sandpoint Lease of War Memorial Field (City Agreement #A26-1970-3) - *removed from Consent*

    Councilor Duquette questioned the pesticide provisions contained within the lease agreement. Following discussion, the Agreement was approved as presented by a unanimous vote of the Council.

    Motion made by Councilor Ruehle, Seconded by Councilor Schreiber.
    Voting Yea: Councilor Schreiber, Councilor Tate, Councilor Duquette, Councilor Aispuro, Councilor Ruehle, Councilor Torrez

7. **Resolution 26-025** 2026 Farmers' Market License Agreement (City Agreement #A26-1970-4) - *removed from Consent*

    Councilor Schreiber requested more information about tree roots being damaged at the Market. Following discussion, the Agreement was approved as presented by a unanimous vote of the Council.

    Motion made by Councilor Schreiber, Seconded by Councilor Aispuro.
    Voting Yea: Councilor Duquette, Councilor Schreiber, Councilor Aispuro, Councilor Tate, Councilor Torrez, Councilor Ruehle

9. **Resolution 26-027** Professional Services Agreement with J-U-B Engineers, Inc. for a Stormwater Management Study Project (City Agreement #A26-3400-3) - *removed from Consent*

    Councilor Schreiber had questions regarding the agreement. Following discussion, the Agreement was approved as presented by a unanimous vote of the Council.

    Motion made by Councilor Schreiber, Seconded by Councilor Ruehle.
    Voting Yea: Councilor Tate, Councilor Torrez, Councilor Schreiber, Councilor Aispuro, Councilor Duquette, Councilor Ruehle

Mayor Grimm called for a brief recess at 7:22 p.m., with the meeting reconvening at 7:27 p.m.

12. Update on Boyer Traffic Assessment

    Public Works Director Holly Ellis provided an update and presentation on the Boyer Avenue Cross Section Evaluation, and fielded questions from Council members. Information only; no Council action.

New Business

13. Schedule FY 2027 Budget Public Hearing Date

    Finance Director Sarah Lynds provided a brief overview of the Fiscal Year 2027 budget calendar and noted the need for the Council to establish a public hearing date in order to meet the April 30, 2026, deadline for filing the required notice with the County.

    Councilor Ruehle made a motion to set the City of Sandpoint Fiscal Year 2027 Budget Hearing Date for August 19, 2026, seconded by Councilor Schreiber, and passed by a unanimous vote of Council as follows:

    Motion made by Councilor Ruehle, Seconded by Councilor Schreiber.
    Voting Yea: Councilor Schreiber, Councilor Torrez, Councilor Duquette, Councilor Tate, Councilor Aispuro, Councilor Ruehle

14. Heritage Tree Categories and Definitions

    Following an introduction, Councilor Schreiber provided an overview of the Heritage Tree categories and definitions. He expressed a desire to advance the item in accordance with the communication policy. It was noted that legal review is required prior to further consideration, and the item will be placed on a future agenda following completion of that review.

    Councilor Tate made a motion to advance the Heritage Tree categories and definitions to staff and legal for further consideration, seconded by Councilor Torrez and passed by a unanimous vote of Council as follows:

    Motion made by Councilor Tate, Seconded by Councilor Torrez.
    Voting Yea: Councilor Ruehle, Councilor Schreiber, Councilor Tate, Councilor Torrez, Councilor Duquette, Councilor Aispuro

Adjourn

With no further business on the agenda, the meeting was adjourned at 8:23 p.m.

I presided over this meeting and can confirm that the foregoing minutes, prepared by the City Clerk, were approved by City Council during their meeting held _____, 2026.

Jeremy Grimm, Mayor

Attest: Meri Jane Bohn, City Clerk

CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 04/16/2026 THROUGH 05/06/2026

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: 95 EXPRESS LLC				
1172	MONTHLY CAR WASH MEMBERSHIP FOR POLICE AND FIRE APR'26			$562.50
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	540.00	
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	22.50	
		Total For: 95 EXPRESS LLC		**$562.50**
Vendor: ACCURATE TESTING LABS LLC				
153756	WTP: COLIFORM TESTING (5) (2026040169)			$200.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	200.00	
153813	WWTP: ORGANIC CARBON TESTING (2026040230)			$90.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	90.00	
154081	WTP: COLIFORM TESTING (5) (2026040513)			$200.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	200.00	
153814	WWTP: MECURY TESTING (2) (2026040231)			$260.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	260.00	
		Total For: ACCURATE TESTING LABS LLC		**$750.00**
Vendor: ALL FILTERS LLC				
260402533	CITY HALL: AIR FILTERS (20)			$925.60
	GOVERNMENT BUILDING & GROUNDS DIVISION	FACILITY SUPPLIES	925.60	
		Total For: ALL FILTERS LLC		**$925.60**
Vendor: ALPINE MOTORS COMPANY INC				
165498	SPD1: OIL CHANGE 21' CHEVY SILVERADO			$65.01
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	65.01	
		Total For: ALPINE MOTORS COMPANY INC		**$65.01**
Vendor: APRIL POULSEN				
1286	REFUND FOR 2024 CPR & TEEN TENNIS WHICH WAS CANCELLED.			$58.00
	UNCLASSIFIED	CUSTOMER CREDITS	58.00	
		Total For: APRIL POULSEN		**$58.00**
Vendor: ARROW CONSTRUCTION HOLDINGS, LLC				
S26878	WD: CONCRETE CUTTING BLADES (2)			$5
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	566.60	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
S27701	WD: LONG HANDLE MARKING WAND W/WHEEL			$36.02
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	36.02	
S26591	WD: 14" X .125" CONCRETE BLADE (2)			$624.65
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	624.65	
S27698	WD: 14" X .125" CONCRETE BLADE (2) - CREDITED DUE TO TAX			$(624.65)
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	(624.65)	
		Total For: ARROW CONSTRUCTION HOLDINGS, LLC		**$602.62**
Vendor: AT&T MOBILITY II, LLC				
287339152904X	CH: WIRELESS PHONE/DATA CHGS - 03/24/26-04/23/26			$67.84
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	67.84	
287339151180X	WIRELESS PHONE/DATA CHGS - PUBLIC WORKS APR'26			$893.80
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	79.96	
	PUBLIC WORKS ADMINISTRATION	TELEPHONE - WIRELESS	136.01	
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	59.47	
	WATER TREATMENT	TELEPHONE - WIRELESS	104.26	
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	514.10	
DXZ032026	IOT CHIP SRVCS - 03.05.26-04.04.26			$678.19
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	678.19	
DYB032026	IOT CHIP SRVCS - 03.05.26-04.04.26			$459.93
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	139.30	
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	89.59	
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	231.04	
		Total For: AT&T MOBILITY II, LLC		**$2,099.76**
Vendor: AVERY CHEELEY				
05-00100.08	UB REFUND FOR ACCOUNT: 05-00100.08			$149.16
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	149.16	
		Total For: AVERY CHEELEY		**$149.16**
Vendor: AVISTA UTILITIES				
0838870000 4/21	MONTHLY UTILITIES 03/23/26-04/21/26 ONTARIO			$52.96
	GENERAL GOVERNMENT PROJECTS	ELECTRICITY	52.96	
		Total For: AVISTA UTILITIES		**$52.96**
Vendor: AXON ENTERPRISE INC				
INUS438455	SPD: TASER INSTRUCTOR SCHOOL - S. KINGERY SP31 - T0114			$895.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	895.00	
		Total For: AXON ENTERPRISE INC		**$8**
Vendor: B&E ELECTRIC INC				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
CS4424	SCADA LEAP YEAR SOFTWARE UPDATES (A25-3256-1)			$1,520.00
	WASTEWATER COLLECTIONS	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	506.67	
	WATER TREATMENT	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	506.66	
	WASTEWATER TREATMENT	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	506.67	
CS4410	8 SFP MODULES NEEDED FOR FIBER CONNECTION AT TREATMENT FACILITIES			$858.00
	WATER TREATMENT	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	286.00	
	WASTEWATER COLLECTIONS	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	286.00	
	WASTEWATER TREATMENT	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	286.00	
		Total For: B&E ELECTRIC INC		**$2,378.00**
Vendor: BEACON ATHLETICS				
0632866-IN	TRAVERS: BATTING CAGE - HITTING MATS 6'X12' (2)			$639.98
	PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	639.98	
		Total For: BEACON ATHLETICS		**$639.98**
Vendor: BIG NICK'S TREE MANAGEMENT LLC				
980	CEDAR STREET TREE REMOVALS FY'26			$14,500.00
	STREET CAPITAL & PROJECTS	TECH SERVICES - ARBORIST/URBAN FORESTER	14,500.00	
		Total For: BIG NICK'S TREE MANAGEMENT LLC		**$14,500.00**
Vendor: BIG SKY ID CORP				
25024-CO1-2	A25-3170-2 BRIDGE ST. RETAINING WALL/SIDEWALK - APPLICATION 2			$88,587.02
	STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	88,587.02	
		Total For: BIG SKY ID CORP		**$88,587.02**
Vendor: BILLING DOCUMENT SPECIALISTS				
105389	UTILITY BILLING MARCH'26 REG & LATE NOTICES			$1,284.59
	UTILITY BILLING	TECH SERVICES - UTILITY BILLING	328.22	
	UTILITY BILLING	POSTAGE	956.37	
		Total For: BILLING DOCUMENT SPECIALISTS		**$1,284.59**
Vendor: BOBCAT OF SPOKANE				
LPSCR-20310	ST: SHIELD SNOW BROOM BOX - RETURNED			$(120.49)
	STREET MAINTENANCE DIVISION	SNOW SUPPLIES/EQUIPMENT	(120.49)	
		Total For: BOBCAT OF SPOKANE		**$(120.49)**
Vendor: BONNER COUNTY DAILY BEE				
0000045848-021	BCB#7658 SUMMARY ORD 1435 REPEAL & REPLACE TITLE 3 CH 12			$49.27
	PLANNING DIVISION	ADVERTISING	49.27	
0000046045-021	BCB#7672 NOPH TRIBUTE CUP			$
	PLANNING DIVISION	ADVERTISING	61.59	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
0000046336-022	BCB#7688 SUMMARY OF ORDINACE 1436			$56.20
	PLANNING DIVISION	ADVERTISING	56.20	
0000046043	BCB#7671 NOPH RIDLEY VILLAGE			$140.82
	PLANNING DIVISION	ADVERTISING	140.82	
		Total For: BONNER COUNTY DAILY BEE		**$307.88**
Vendor: BONNER COUNTY SOLID WASTE				
0069708	ALL PARKS: 2 PICNIC TABLE DISPOSAL			$60.00
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	60.00	
0069496	ALL PARKS: TRASH, LAWN MOWER & LAWN MOWER HANDLE			$20.00
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	20.00	
		Total For: BONNER COUNTY SOLID WASTE		**$80.00**
Vendor: BROWN'S NORTHSIDE				
S174740	WD: DUMP TRUCK JIC CAP & ADAPTER			$32.72
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	32.72	
S174710	WWTP: BALDWIN B160 LUBE SPIN OIL FILTER			$9.37
	WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	9.37	
S174566	ST: ENGINE AIR FILTER			$35.10
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	35.10	
S174553	ST: LUBE FOR RAM			$9.37
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	9.37	
S174478	ST: 24" AMBER LED HORNET (FOR NEW RAM)			$271.36
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	271.36	
		Total For: BROWN'S NORTHSIDE		**$357.92**
Vendor: BS&A SOFTWARE				
166729	QTRLY PERMIT APP SUBMISSION 01/06/2026-04/06/2026			$420.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - ERP-ENTERPRISE RESOURCE	420.00	
		Total For: BS&A SOFTWARE		**$420.00**
Vendor: CANON FINANCIAL SERVICES INC				
43021732	APR'26 UPSTAIRS/DOWNSTAIRS COPIERS - 5840I AND 5550I			$593.44
	CENTRAL SERVICES DEPARTMENT	COPIER LEASE	355.00	
	CENTRAL SERVICES DEPARTMENT	PHOTOCOPIES	238.44	
		Total For: CANON FINANCIAL SERVICES INC		**$593.44**
Vendor: CC VENDOR - WELLS FARGO				
112-1727915-40	AMZN: FIRE PREVENTION EDUCATION MATERIALS			$124.91
	FIRE DEPARTMENT - SANDPOINT	PUBLIC EDUCATION SUPPLIES	124.91	
111-8201688-27	AMZN: ALL PARKS : SAFETY CLASSES & GLOVES - PPE			$1

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	105.26	
111-4791394-43	AMZN: BLUETOOTH WIRELESS HEADSET FOR KAMI			$69.44
	RECREATION	OFFICE SUPPLIES/EQUIPMENT	34.72	
	PARK MAINTENANCE & CAPITAL	OFFICE SUPPLIES/EQUIPMENT	34.72	
089618-T0105	ALASKA AIR: BAG FEE - S. CHAMBERLAIN - T0105 - BOI-GEG			$40.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	40.00	
089618-T0104	ALASKA AIR: BAG FEE - C. COON - T0104 - GEG-BOI			$40.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	40.00	
111-7060395-56	AMZN: ST: LIGHT TOGGLE - MAG TRUCK			$16.98
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	16.98	
9116691	CHEVRON: SPD RENTAL FUEL - T0104 & T0105 - POST GRAD			$19.67
	POLICE DEPARTMENT	TRAINING AND TRAVEL	19.67	
093106/7023292	HOME DEPOT: WTP: 1/2" X 48" PVC RISERS (4) & PVC/ABS MATE (2)			$32.16
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	32.16	
093943/7513579	HOME DEPOT: WTP: ADPT 1/2 X 1/2 IN MALE CONNECTORS (2)			$13.52
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	13.52	
089618 - COON	ALASKA AIR: BAG FEE - C. COON - T0104 - BOI-GEG			$40.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	40.00	
0274431929424	ALASKA AIR: BAG FEE - S. CHAMBERLAIN - T0105 - GEG-BOI			$40.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	40.00	
240052761	BUDGET: RENTAL CAR FUEL FEE - T0104 & T0105 - BOISE, ID			$18.84
	POLICE DEPARTMENT	TRAINING AND TRAVEL	18.84	
006973	MICKDUFFS- LUNCH W/ MAYOR/JASON & DIRECTOR COMMERCE			$51.77
	MAYOR'S OFFICE	MEETINGS (NOT RELATED TO TRAINING)	25.89	
	COMMUNITY DEVELOPMENT ADMINISTRATION	MEETINGS (NOT RELATED TO TRAINING)	25.88	
22019-T0104-T0	SPOKANE INTL AIR: PARKING FEE - T0104 & T0105			$23.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	23.00	
000757	SUPER 1 FOOD: APR'26 STRATEGIC PLANNING FOOD			$153.58
	MAYOR'S OFFICE	SUSTENANCE/FOOD	153.58	
SO297386	AWWA: MANAGEMENT ONLINE (EL152) CLASS - Q. DUCKEN			$195.00
	WATER DISTRIBUTION	TRAINING AND TRAVEL	97.50	
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	97.50	
8023095	HOME DEPOT: WTP: PEX CLAMP (3) PEX ADPT (2) & CLAMP TOOL			$75.90
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	43.49	
	WATER TREATMENT	TOOLS	32.41	
092354_9043034	HOME DEPOT: PADDLE AND BALL STORAGE TOTES - JER			$36.38
	JAMES E. RUSSELL SPORTS CENTER FACILITY	FACILITY SUPPLIES	36.38	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
371615449090	SAFEWAY: APR'26 COFFEE BREAK- JUICE, YOGURT, BAGELS, FRUIT			$47.67
	CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	47.67	
54364	NGMA: H. FAIRCLOTH GMBOK TRAINING 5/12 THRU 5/13/26			$719.00
	CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	719.00	
426029	SOUTH FORK: FIRE: MARKING TAPE & PAINT PENS - CORRECTED			$135.07
	FIRE DEPARTMENT - SANDPOINT	FACILITY SUPPLIES	135.07	
425992	SOUTH FORK: FIRE: MARKING TAPE & PAINT PENS - REFUNDED			$143.17
	FIRE DEPARTMENT - SANDPOINT	FACILITY SUPPLIES	143.17	
425992-R	SOUTH FORK: FIRE: MARKING TAPE & PAINT PENS - REFUND			$(143.17)
	FIRE DEPARTMENT - SANDPOINT	FACILITY SUPPLIES	(143.17)	
0062419512320	DELTA AIRLINES: IRPA CONF. '26 - R. WELLS - T0113			$711.41
	RECREATION	TRAINING AND TRAVEL	711.41	
037522	YOKES: APR'26 COFFEE BRK - CREAM CHEESE, DONUTS & YOGURT			$47.14
	CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	47.14	
40590	BIG 5: FIRE: TOOL HANDLE WRAP (6 PACK)			$19.99
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	19.99	
112-6886283-01	AMZN: WTP: KEYBOARDS AND MOUSES			$336.95
	WATER TREATMENT	OFFICE SUPPLIES/EQUIPMENT	336.95	
031959258US	SECRET LABS: COMPUTER CHAIR FOR M. MORRIS			$588.00
	INFORMATION TECHNOLOGY DIVISION	OFFICE SUPPLIES/EQUIPMENT	588.00	
572839	UIDAHO: SEEP BASICS 4/30-5/1 '26 - R. MCKINLEY			$250.00
	PUBLIC WORKS ADMINISTRATION	TRAINING AND TRAVEL	250.00	
01457	IRPA: 26' CONF. REGISTRATION - R. WELLS - T0113			$190.00
	RECREATION	TRAINING AND TRAVEL	190.00	
08427	LOVES: WD/SC/WWTP: FUEL IRWA CONF. - T0099, T0100 & T0103			$45.54
	WATER DISTRIBUTION	TRAINING AND TRAVEL	7.59	
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	22.77	
	WATER TREATMENT	TRAINING AND TRAVEL	15.18	
111-7693334-47	AMZN: POST ITS AND WITE OUT FOR CH			$36.08
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	36.08	
01456	IRPA: MEMBERSHIP APP FOR R. WELLS			$50.00
	RECREATION	LICENSES/DUES & SUBSCR (JOB RELATED)	50.00	
9019604	CHEVRON: WD/SC/WWTP: FUEL IRWA CONF. - T0099, T0100 & T0103			$41.25
	WATER DISTRIBUTION	TRAINING AND TRAVEL	6.87	
	WATER TREATMENT	TRAINING AND TRAVEL	13.75	
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	20.63	
114-9483952-29	AMZN: MOUSE FOR SPD INVESTIGATIONS			$

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	79.99	
1906975	ONE STEP GPS: OBD-II PLUG-IN GPS DEVICE (16) APR'26			$223.20
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY MISC	223.20	
111-5283777-87	AMZN: POST IT EASEL PAD (559) AND PAPER CLIPS (10 PACK)			$39.97
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	39.97	
461608-1	RIVERSIDE HOTEL: R. BERGET - T0100 - TIPS - SUSPENSE			$9.00
	UNCLASSIFIED	SUSPENSE ACCOUNT	9.00	
111-2867815-67	AMZN: 3 RING BINDER PACK			$34.55
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	34.55	
113-7074431-58	AMZN: SPD: HD WHEEL/TRAILER LOCK			$244.95
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	244.95	
EZ68P1R-T0112	STRONG TOWNS: 2026 CONF. REGISTRATION - J. WELKER - T0112			$350.00
	COMMUNITY DEVELOPMENT ADMINISTRATION	TRAINING AND TRAVEL	350.00	
F87DGE	UNITED AIRLINES: AIRFARE - 26' STRONG TOWNS - J. WELKER T0112			$793.44
	COMMUNITY DEVELOPMENT ADMINISTRATION	TRAINING AND TRAVEL	793.44	
SO4381986-1	SHRM: HR PROFESSIONAL MEMBERSHIP - K. EAGLESTON			$299.00
	CENTRAL SERVICES DEPARTMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	299.00	
461607-T0099	RIVERSIDE HOTEL: J. HIGGINS - T0099 - IRWA SPRING CONF. 2026			$525.00
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	525.00	
461608	RIVERSIDE HOTEL: R. BERGET - T0100 - IRWA SPRING CONF. 2026			$525.00
	WATER DISTRIBUTION	TRAINING AND TRAVEL	262.50	
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	262.50	
SO298080	AWWA: WD/WC: MGMT (EL152) CLASS - BOWMAN			$195.00
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	97.50	
	WATER DISTRIBUTION	TRAINING AND TRAVEL	97.50	
111-2516311-36	AMZN: PAPER AND STEEL TARGETS FOR RANGE			$2,103.84
	RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	2,103.84	
093227	NEZ EXP: WD/SC/WWTP: FUEL IRWA CONF.- T0099, T0100 & T0103			$30.73
	WATER DISTRIBUTION	TRAINING AND TRAVEL	5.12	
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	15.36	
	WATER TREATMENT	TRAINING AND TRAVEL	10.25	
46H-D48H-FTK3	DOPL: SC: APP & LICENSE FEE - OPERATOR CLASS I - S. JAMES			$85.00
	WASTEWATER COLLECTIONS	LICENSES/DUES & SUBSCR (JOB RELATED)	85.00	
PDHSPRNGSM	APA IDAHO: SPRING SUMMIT REGISTRATION B. DEAN T0108			$25.00
	COMMUNITY DEVELOPMENT ADMINISTRATION	TRAINING AND TRAVEL	25.00	
PDHSPRNGSM	APA IDAHO: SPRING SUMMIT REGISTRATION - J. WELKER - T0109			$25.00
	COMMUNITY DEVELOPMENT ADMINISTRATION	TRAINING AND TRAVEL	25.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
SO-06365276	DANNER LFI: BOOT RECRAFT & RESOLE - PATROL			$140.00
	POLICE DEPARTMENT	UNIFORM & CLOTHING	140.00	
SO-06365252	DANNER LFI: BOOT RECRAFT & RESOLE - PATROL			$140.00
	POLICE DEPARTMENT	UNIFORM & CLOTHING	140.00	
		Total For: CC VENDOR - WELLS FARGO		**$10,183.18**
Vendor: COLEMAN OIL				
INV-371646	ST: CVX HYD OIL AW ISO 46 HYDRAULIC OIL (10 GAL)			$126.70
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	126.70	
		Total For: COLEMAN OIL		**$126.70**
Vendor: CONSOLIDATED SUPPLY CO.				
S012896275.001	WD: 1" BRASS UNIONS (5)			$121.95
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	121.95	
		Total For: CONSOLIDATED SUPPLY CO.		**$121.95**
Vendor: CO-OP GAS & SUPPLY CO.				
77907	WTP: METAL NOZZLE & CONCENTRATE WEED KILLER (2.5 GAL)			$232.98
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	232.98	
34860	ST: O RING (1) & RED MARKERS (2)			$3.97
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	3.97	
34294-1	WTP: DRILL BIT 23/32 1/2" & PIPE TAP			$73.98
	WATER TREATMENT	TOOLS	55.99	
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	17.99	
78187	SC: HAND HELD SPREADER			$32.99
	WASTEWATER COLLECTIONS	TOOLS	32.99	
79234	ST: RECIPROCATING SAW BLADE 10/14 12"			$7.49
	STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	7.49	
70280	ST: PROPANE TANK REFILL FOR STREET REPAIR			$31.63
	STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	31.63	
		Total For: CO-OP GAS & SUPPLY CO.		**$383.04**
Vendor: CUES INC				
970067159	SC: SEWER VAN REPAIRS & PARTS			$3,620.71
	WASTEWATER COLLECTIONS	SERVICES - AUTOMOTIVE - R&M	3,620.71	
		Total For: CUES INC		**$3,620.71**
Vendor: EDNETICS INC				
INV-141323	VOIP STD/ANALOG USER CHARGES MNTHLY APR'26 (FY26)			$2,829.94
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - VOIP	2,829.94	
		Total For: EDNETICS INC		**$2,8**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: FASTENAL COMPANY				
IDCOE234361	ST: MARKING PAINT & BOLTS (300)			$171.71
	STREET MAINTENANCE DIVISION	PAINT & THERMO SUPPLIES/EQUIPMENT	126.72	
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	44.99	
		Total For: FASTENAL COMPANY		**$171.71**
Vendor: FREIGHTLINER NORTHWEST				
PC001677341:01	SC: VAC TRUCK FUEL FILTER & LUBE FILTER			$214.27
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	214.27	
		Total For: FREIGHTLINER NORTHWEST		**$214.27**
Vendor: GALLS LLC				
034849529	SPD: CRO: 5.11 WOMEN'S POLO (1)			$53.75
	POLICE DEPARTMENT	UNIFORM & CLOTHING	53.75	
		Total For: GALLS LLC		**$53.75**
Vendor: GENERAL PACIFIC INC				
1542338	WD: IR ACTIVATION DEVICES (1) KIT, - RETURN			$(195.00)
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	(195.00)	
1542036	WD: IR ACTIVATION DEVICES (1) KIT, BRACKET AND TOOL			$195.00
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	195.00	
		Total For: GENERAL PACIFIC INC		**$0.00**
Vendor: GRAINGER INC				
9871877438	WTP: BRASS SOLENOID VALVES (2) - WILL CALL			$368.69
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	368.69	
		Total For: GRAINGER INC		**$368.69**
Vendor: H&H EXPRESS				
3783418	ST: FREIGHT FOR PURCHASED STREET SIGNS			$27.91
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	27.91	
		Total For: H&H EXPRESS		**$27.91**
Vendor: HACH COMPANY				
14948951	WTP: WATER ANALYSIS SOLUTION 500 ML			$162.05
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	162.05	
14966746	WTP: REPLACEMENT SALT BRIDGE FOR PHD SENSOR			$144.00
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	144.00	
14973353	WTP: SODIUM THIOSULFATE 200 ML (2)			$85.66
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	85.66	
		Total For: HACH COMPANY		**$3**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: HENRY SCHEIN INC				
56113855	FIRE: EMS/MEDICAL SUPPLIES			$133.55
	FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	133.55	
		Total For: HENRY SCHEIN INC		**$133.55**
Vendor: IDAHO DEPT OF ENVIRON QUALITY				
2026Q30002	WTP: 3RD QTR DRINK WTR ASSESSMENTS FY'26			$3,760.50
	WATER TREATMENT	TECH SERVICES - REGULATORY AGENCIES	3,760.50	
		Total For: IDAHO DEPT OF ENVIRON QUALITY		**$3,760.50**
Vendor: IDAHO STATE TAX COMMISSION				
000002016-0804	SALES & USE TAX 01/01/26 THRU 3/31/26			$2,311.17
	UNCLASSIFIED	IDAHO SALES TAX	1,803.30	
	UNCLASSIFIED	IDAHO SALES TAX	507.87	
		Total For: IDAHO STATE TAX COMMISSION		**$2,311.17**
Vendor: INLAND FOREST MANAGEMENT INC				
000193	FOREST MANAGEMENT 01/01/26 THRU 04/06/26			$4,940.00
	WATER CAPITAL PROJECTS	TECH SERVICES - TIMBER SALES & LAND MGMT	4,940.00	
		Total For: INLAND FOREST MANAGEMENT INC		**$4,940.00**
Vendor: INSIGHT DISTRIBUTING INC				
0552726-IN	JEFF JONES: CASES OF HAND SOAP (4)			$199.92
	PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	199.92	
0552727-IN	CITY BEACH: CASES OF HAND SOAP (4) BOWL CLEANER (2)			$342.92
	PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	342.92	
		Total For: INSIGHT DISTRIBUTING INC		**$542.84**
Vendor: INVESTMENT VENTURES LLC				
07-01070.05	UB REFUND FOR ACCOUNT: 07-01070.05			$174.58
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	174.58	
		Total For: INVESTMENT VENTURES LLC		**$174.58**
Vendor: JONATHAN SOUCY				
22-00010.07	UB REFUND FOR ACCOUNT: 22-00010.07			$275.50
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	275.50	
		Total For: JONATHAN SOUCY		**$275.50**
Vendor: KELLEY CREATE				
41840874	SPD: COPIER LEASE - APRIL 2026 - 04/24/2026			$327.38
	POLICE DEPARTMENT	COPIER LEASE	327.38	
		Total For: KELLEY CREATE		**$3**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: LAKE CITY LAW GROUP PLLC				
45349	LEGAL SERVICES - MAR'26 STRATEGIC PLANNING FACILITATION			$550.00
	CENTRAL SERVICES DEPARTMENT	STRATEGIC PLANNING SERVICES	550.00	
45166	LEGAL SERVICES: GENERAL COUNSEL MAR'26			$16,115.00
	LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	16,115.00	
		Total For: LAKE CITY LAW GROUP PLLC		**$16,665.00**
Vendor: Legacy Heating and Cooling				
36834477	COMMUNITY HALL: ANNUAL HVAC MAINTENANCE			$300.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - BUILDING - R&M	300.00	
		Total For: Legacy Heating and Cooling		**$300.00**
Vendor: LES SCHWAB TIRE CENTER				
10800968830	WWTP: WINTER TIRE CHANGE OVER - 25' DODGE 2500			$104.36
	WASTEWATER TREATMENT	SERVICES - AUTOMOTIVE - R&M	104.36	
10800968350	WWTP: WINTER TIRE CHANGE OVER - 2021 GMC CANYON			$97.16
	WASTEWATER TREATMENT	SERVICES - AUTOMOTIVE - R&M	97.16	
		Total For: LES SCHWAB TIRE CENTER		**$201.52**
Vendor: MICHAEL KINNEY				
09-00127.01	UB REFUND FOR ACCOUNT: 09-00127.01			$285.79
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	285.79	
		Total For: MICHAEL KINNEY		**$285.79**
Vendor: MICHELLE SEBERN				
08-00556.06	UB REFUND FOR ACCOUNT: 08-00556.06			$27.30
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	27.30	
		Total For: MICHELLE SEBERN		**$27.30**
Vendor: MORRIS, MATT				
PER DIEM T009	PER DIEM T0096 - LASERFICHE'26 CONFERENCE - LAS VEGAS NV			$323.52
	INFORMATION TECHNOLOGY DIVISION	TRAINING AND TRAVEL	323.52	
		Total For: MORRIS, MATT		**$323.52**
Vendor: MORT CONSTRUCTION INC				
09-00820.01	UB REFUND FOR ACCOUNT: 09-00820.01			$40.12
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	40.12	
		Total For: MORT CONSTRUCTION INC		**$40.12**
Vendor: MOTOROLA SOLUTIONS INC				
8230566681	SPD: APX N7O DMS ESSENTIAL THRU APRIL 14TH 29 - EXTENSION			$4,736.16
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	4,736.16	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
8230566732	SPD: APX N70 DMS ESSENTIAL SUBSCRIPTION - EXTENSION			$(4,736.16)
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	(4,736.16)	
		Total For: MOTOROLA SOLUTIONS INC		**$0.00**
Vendor: MOUNTAIN HOMES INC				
02-03050.01	UB REFUND FOR ACCOUNT: 02-03050.01			$35.37
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	35.37	
		Total For: MOUNTAIN HOMES INC		**$35.37**
Vendor: NAPA AUTO PARTS				
275368	ST: ENVIROSHIELD CABIN AIR FILTER FOR SWEEPER			$13.98
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	13.98	
276087	FIRE: ARMORALL TIRE SHINE (2) - 1141			$13.50
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	13.50	
276723	ST: CABIN AIR FILTER FOR SWEEPER (1)			$13.98
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	13.98	
276765	WWTP: ALTERNATOR, CORE DEPOSIT & SERPENTINE BELT - F150			$395.27
	WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	395.27	
276764	ST: AC MOTOR & RESISTOR - FORD RANGER			$98.12
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	98.12	
276440	WWTP: SHOP TOWELS (12)			$40.20
	WASTEWATER TREATMENT	CLEANING SUPPLIES	40.20	
275408	ST: AIR FILTER & HYDRALIC FILTER SWEEPER & RAINX FOR SHOP			$96.68
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	52.76	
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	9.98	
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	9.98	
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	9.98	
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	13.98	
275010	WWTP: GENERATOR REPAIR OIL, HOSE, CLEANER & TANK			$178.41
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	178.41	
263890	ST: OIL ABSORBENT (8)			$74.88
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	74.88	
274312	ST: OIL ABSORBENT FOR BOYER/BALDY SPILL			$29.01
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	29.01	
277196	WTP: TRAILER BALL MOUNT FORGED			$91.08
	WATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	91.08	
277211	WTP: 1/2" HITCH PIN			$7.14
	WATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	7.14	
277209	ST: HEATER / AC DOOR ACTUATOR MOTOR - FORD RANGER			$

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	35.97	
277603	WWTP: 0W-40 OIL (7 QT) CABIN AIR FILTER (1) - 2025 RAM			$114.29
	WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	114.29	
277283	WWTP: BELT TENSINOR ASSEMBLY & ALT. CORE DEPOSIT RETURN - F150			$(13.79)
	WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	(13.79)	
277823	WD/SC: MICROFIBER WASH MOP & CAR WASH SOAP			$26.70
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	13.35	
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	13.35	
277503	WWTP: 1/2" IMPACT SOCKET			$14.19
	WASTEWATER TREATMENT	TOOLS	14.19	
		Total For: NAPA AUTO PARTS		**$1,229.61**
Vendor: NORTH 40 OUTFITTERS				
052015/B	WD: NEW DUMPTRUCK BULK FASTENERS (4)			$3.00
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	3.00	
051993/B	WWTP: HOOD VENT LATCH HOOK HOSES SURGE COMPRESSOR			$241.18
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	241.18	
051834/B	CITY BEACH: PVC PLUGS 1" & 3/4"			$5.78
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	5.78	
051851/B	WWTP: 1.5 HP SAMPLE PUMP & PUMP CONNECTORS/TUBING			$553.92
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	553.92	
051857/B	WTP: CLEANER, PVC NIPPLES (5) & PVC JOINT CEMENT (1)			$55.93
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	55.93	
051872/B	WTP: 1/2" CHECK VALVE, 1/2" PVC ADAPT & MARKERS			$23.73
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	23.73	
051922/B	ST: ENAMEL SPRAY (3)			$23.97
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	23.97	
051935/B	WWTP: IMPACT WRENCH, SOCKET SET, 1/4" RATCHET & M12 5.0 AH BATTERY			$418.98
	WASTEWATER TREATMENT	TOOLS	418.98	
051926/B	TRAVERS: PARACORD 100', DRILL SET & RATCHET 1/4"			$66.97
	PARK MAINTENANCE & CAPITAL	TOOLS	56.98	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	9.99	
051942/B	ST: UBOLT, 16G WIRE 100' & BULK RUNNER 36" - NEW RAM			$49.97
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	49.97	
051951/B	SHOP: NYLON TUBING (2) SEALANT (1) TERMINAL FITTINGS (3)			$24.94
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	8.31	
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	8.31	
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	8.32	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
051904/B	WWTP: PVC FITTINGS (8) CHECK VALVE, TEFLON TAPE (3)			$241.87
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	241.87	
051906/B	ST: RAM 2500 CAB RACK MESH TX BLK 24"			$779.99
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	779.99	
051910/B	WTP: 25' TAPE MEASURES (2)			$63.94
	WATER TREATMENT	TOOLS	63.94	
051832/B	WWTP: 60 GAL COMPRESSOR, ELECT. TAPE (4) & PVC BALL VALVES			$2,449.93
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	2,449.93	
051816/B	WTP: KNEE PADS, TOWELS, LAWN OIL FILTER, PLIERS, 1 QT 20W50 OIL & 1Q 10W			$94.93
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	94.93	
		Total For: NORTH 40 OUTFITTERS		**$5,099.03**
Vendor: NW RESTAURANT VENTURES				
10163	MARIGOLD BISTRO CONFERENCE ROOM 3/2/26 (4 HOUR)			$120.00
	STREET CAPITAL & PROJECTS	RENTAL OF LAND AND BUILDING	120.00	
		Total For: NW RESTAURANT VENTURES		**$120.00**
Vendor: OTIS ELEVATOR COMPANY				
100402302233	WTP: ANNUAL ELEVATOR SERVICE 5/1/26 THRU 4/30/27			$1,294.68
	WATER TREATMENT	SERVICES - BUILDING - R&M	1,294.68	
		Total For: OTIS ELEVATOR COMPANY		**$1,294.68**
Vendor: OXARC INC				
0032549927	WWTP: CHLORINE CYL (5) & SULFUR DIOXIDE CYL (2)			$7,376.62
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	7,376.62	
		Total For: OXARC INC		**$7,376.62**
Vendor: PACIFIC STEEL & RECYCLING				
9310809	ST: STEEL STRIP FOR NEW DODGE LIFT GATE			$20.94
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	20.94	
		Total For: PACIFIC STEEL & RECYCLING		**$20.94**
Vendor: PACWEST MACHINERY LLC				
30432693	ST: REPLACEMENT BROOM & WIRE SEGMENT - ST. SWEEPER			$1,797.58
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	1,797.58	
30430317-CR	ST: SWEEPER SWITCH RETURN			$(94.50)
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	(94.50)	
		Total For: PACWEST MACHINERY LLC		**$1,703.08**
Vendor: PANHANDLE HEALTH DISTRICT				
712 04.07.26	OSHA REQUIRED/RECOMMENDED VAC FOR STAFF AROUND RAW SEWAGE 04/07/			$1
	WASTEWATER TREATMENT	OTHER PROF SERVICE - MEDICAL	169.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: PANHANDLE HEALTH DISTRICT		**$169.00**
Vendor: PAPE MACHINERY INC				
16781252	ST: F071909 AIR FILTER			$146.44
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	146.44	
16781238	ST: AL150288 AIR FILTER			$52.66
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	52.66	
		Total For: PAPE MACHINERY INC		**$199.10**
Vendor: PATRICIA SEYMOUR				
05-02760.02	UB REFUND FOR ACCOUNT: 05-02760.02			$154.64
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	154.64	
		Total For: PATRICIA SEYMOUR		**$154.64**
Vendor: PIERCE AUTO CENTER				
304121	ST: VEHICLE BRACKET (1)			$19.99
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	19.99	
617695	WTP: TIRE BAL/ALIGNMENT, TRANS UPDATE & 4X4 CASE SERVICE (1C6RR7GT5N			$832.93
	WATER TREATMENT	SERVICES - AUTOMOTIVE - R&M	832.93	
		Total For: PIERCE AUTO CENTER		**$852.92**
Vendor: PINAL JINENRA DOSHI				
23-00100.01	UB REFUND FOR ACCOUNT: 23-00100.01			$2,650.83
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	2,650.83	
		Total For: PINAL JINENRA DOSHI		**$2,650.83**
Vendor: PIONEER MANUFACTURING COMPANY				
INV-292083	SPORTS COMPLEX: AERSOL FIELD PAINT - WHITE (12 CASE)			$1,483.40
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	1,483.40	
		Total For: PIONEER MANUFACTURING COMPANY		**$1,483.40**
Vendor: PITNEY BOWES GLOBAL FINANCIAL SERVI				
04092026	8000-9090-1136-9332 - POSTAGE REFILL - MARCH 2026 (FY26)			$406.96
	CENTRAL SERVICES DEPARTMENT	POSTAGE	406.96	
		Total For: PITNEY BOWES GLOBAL FINANCIAL SERVI		**$406.96**
Vendor: PREMIER ELECTRIC MOTORS				
12715	WWTP: TAPER LOCK BUSHING 2-1/8 SHAFT (1)			$110.00
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	110.00	
		Total For: PREMIER ELECTRIC MOTORS		**$110.00**
Vendor: PSI WATER TECHNOLOGIES INC				
INV0009621	WTP: EMERGENCY CHLORINE GENERATOR REHABILITATION PROJECT (26-1739)			$36,7

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER TREATMENT	SERVICES - EQUIPMENT - R&M	31,202.61	
	WATER TREATMENT	SERVICES - EQUIPMENT - R&M	5,516.11	
		Total For: PSI WATER TECHNOLOGIES INC		**$36,718.72**
Vendor: R.C. WORST CO				
363068	BRISTLECONE LIFT STATION PUMP 1750 RPM HYDROMATIC & FREIGHT			$8,978.92
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	8,778.00	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	200.92	
		Total For: R.C. WORST CO		**$8,978.92**
Vendor: RICK KOST				
22-02850.08	UB REFUND FOR ACCOUNT: 22-02850.08			$149.51
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	149.51	
		Total For: RICK KOST		**$149.51**
Vendor: RWC GROUP				
RA106018153:01	ST: PTO WORK ON PLOW TRUCK (1HTWMAZR9BJ322822)			$676.47
	STREET MAINTENANCE DIVISION	SERVICES - AUTOMOTIVE - R&M	676.47	
		Total For: RWC GROUP		**$676.47**
Vendor: RWC INTERNATIONAL, LLC				
XA106115793:01	WD: VALVE PRESSURE REGULATOR - RETURN			$(540.84)
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	(540.84)	
		Total For: RWC INTERNATIONAL, LLC		**$(540.84)**
Vendor: SANDPOINT SUPER DRUG				
37980/1	ST: BATTERIES (AA, AAA, D, C & 9 VOLT)			$100.75
	STREET MAINTENANCE DIVISION	OFFICE SUPPLIES/EQUIPMENT	100.75	
37303/1	SC: 100W LIGHTBULBS & 6 OUTLET SURGE PROTECTOR			$35.98
	WASTEWATER COLLECTIONS	OFFICE SUPPLIES/EQUIPMENT	25.19	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	10.79	
37931/1	WD: VEHICLE PROTECANT & SHINE, WHISK BROOM & 2450 LTHM BATTERY			$30.74
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	13.12	
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	17.62	
		Total For: SANDPOINT SUPER DRUG		**$167.47**
Vendor: SANDPOINT URBAN RENEWAL AGENCY				
04162026 PP TA	MARCH '26 TAX RECEIPTS COLLECTED			$28,679.91
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DOWNTOW	9,577.47	
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	1,927.34	
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	17,175.10	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: SANDPOINT URBAN RENEWAL AGENCY		**$28,679.91**
Vendor: SELKIRK PRESS INC				
23587	PARKS: BUSINESS CARDS- C. FULWILER 100 CT.			$29.00
	PARK MAINTENANCE & CAPITAL	PRINTING AND BINDING	29.00	
23586	FINANCE: 1,000 WINDOW ENVELOPES FOR CHECKS			$117.50
	FINANCE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	117.50	
23639	CITY COINCIL BUSINESS CARDS 04/23/26			$171.00
	CITY COUNCIL	PRINTING AND BINDING	171.00	
		Total For: SELKIRK PRESS INC		**$317.50**
Vendor: SELKIRK SPORT, LLC				
SI-1948866	JER: BOOMSTIKS (3) PICKLEBALLS PACK (24) & SHIPPING			$757.85
	JAMES E. RUSSELL SPORTS CENTER FACILITY	RETAIL/METER SUPPLIES/EQUIPMENT	757.85	
SI-1956527	JER RETAIL: PICKLEBALL CASE (1) AMPED PRO AIR INVIKTA (1)			$207.85
	JAMES E. RUSSELL SPORTS CENTER FACILITY	RETAIL/METER SUPPLIES/EQUIPMENT	207.85	
SI-1968802	JER RETAIL: WATER BOTTLES (4) VANGUARD PRO PADDLE (1)			$149.97
	JAMES E. RUSSELL SPORTS CENTER FACILITY	RETAIL/METER SUPPLIES/EQUIPMENT	149.97	
		Total For: SELKIRK SPORT, LLC		**$1,115.67**
Vendor: SHERWIN-WILLIAMS CO				
24076175660426	ST: TRAFFIC MARKING PAINT 100 GAL - RETURN			$(589.00)
	STREET MAINTENANCE DIVISION	PAINT & THERMO SUPPLIES/EQUIPMENT	(589.00)	
26204175660426	SC: 3" WIDE BLADE POLE SCRAPER			$76.31
	WASTEWATER COLLECTIONS	TOOLS	76.31	
		Total For: SHERWIN-WILLIAMS CO		**$(512.69)**
Vendor: SMS AUTOMOTIVE & MARINE INC				
4383	FIRE: DOOR WARNING & FLASHER ELECTRICAL REPAIR - ENGINE 1131			$639.25
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	639.25	
4382	FIRE: AIR HORN ELECTRICAL REPAIR - LADDER TRUCK 1141			$279.75
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	279.75	
		Total For: SMS AUTOMOTIVE & MARINE INC		**$919.00**
Vendor: SOUTH FORK HARDWARE (CITYHALL)				
426695	BUILDING INSP: SPARE KEY FOR FORD ESCAPE			$3.99
	BUILDING DIVISION	VEHICLE & MACH SUPPLIES/PARTS	3.99	
		Total For: SOUTH FORK HARDWARE (CITYHALL)		**$3.99**
Vendor: SOUTH FORK HARDWARE (PARKS)				
426374	RANGE: 24 GA ELBOW 8" BLK - WOOD STOVE			$
	RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	23.99	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
425688	MEMORIAL: TIE DOWN 4 PACK & 2 GAL GAS CAN			$46.98
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	46.98	
426528	MEMORIAL: BIT HOLDERS (2), WD 40 & OIL DRY			$43.42
	PARK MAINTENANCE & CAPITAL	TOOLS	10.98	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	32.44	
426905	LAKEVIEW: MOSS OUT, MOSS KILLER, NTS 7 NUTS & BOLTS			$47.23
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	47.23	
426530	BEACH: CLAMPS FOR SECURITY CAMS (4)			$14.36
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	14.36	
426524	HICKORY & GN: CLAMPS FOR SECURITY CAMS (8)			$30.32
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	15.16	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	15.16	
426917	SNACK SHACK WATER HEATER CONN. & GRASS SEED FOR CITY BEACH			$55.97
	CITY BEACH CONCESSIONS	FACILITY SUPPLIES	37.98	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	17.99	
		Total For: SOUTH FORK HARDWARE (PARKS)		**$262.27**
Vendor: SOUTH FORK HARDWARE (PUB WKS)				
427128	ST: 2 GAL WATER CAN			$13.99
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	13.99	
426604	PW: 150' FLAGGING TAPE (3) & 1000' CAUTION TAPE (1)			$53.47
	PUBLIC WORKS ADMINISTRATION	OPERATIONAL SUPPLIES/EQUIPMENT	53.47	
426605	WWTP: FAUCET THREAD , FAUCET AERATORS (3)			$31.96
	WASTEWATER TREATMENT	FACILITY SUPPLIES	31.96	
426635	ST: WIRE BRUSH 6-5/8" (6)			$101.94
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	101.94	
426275	WWTP: PVC ADAPTORS & PVC CONNECTORS (6)			$8.44
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	8.44	
426031	WTP: NUTS & BOLTS			$4.49
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	4.49	
		Total For: SOUTH FORK HARDWARE (PUB WKS)		**$214.29**
Vendor: SOUTH FORK HARDWARE (REC)				
426278	RANGE: TARGET PAINT (5) & BRUSHES (2)			$54.43
	RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	54.43	
426981	RANGE: SPRAY PAINT (2) & LED SHOPLIGHT			$48.97
	RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	48.97	
		Total For: SOUTH FORK HARDWARE (REC)		**$1**
Vendor: STEVEN KINGERY				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
PER DIEM T011	PER DIEM T0114 - DRE REFRESHER - 5/3/26-5/5/26 CLARKSTON WA			$154.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	154.00	
		Total For: STEVEN KINGERY		**$154.00**
Vendor: TANIA RILEY				
PER DIEM T010	PER DIEM T0102 - ILETS TRAINING CONF. BOISE ID - 4/20/26-4/23/26			$234.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	234.00	
		Total For: TANIA RILEY		**$234.00**
Vendor: TBCC LLC				
1009	DRUG TESTING- PRE-EMPLOYMENT SCREENING & RANDOM			$540.00
	PARK MAINTENANCE & CAPITAL	OTHER PROF SERVICE - MEDICAL	110.00	
	STREET MAINTENANCE DIVISION	OTHER PROF SERVICE - MEDICAL	195.00	
	WATER DISTRIBUTION	OTHER PROF SERVICE - MEDICAL	130.00	
	WASTEWATER TREATMENT	OTHER PROF SERVICE - MEDICAL	65.00	
	WASTEWATER TREATMENT	OTHER PROF SERVICE - MEDICAL	40.00	
		Total For: TBCC LLC		**$540.00**
Vendor: TORK ELECTRIC INC				
9261	MEMORIAL: HVAC UPGRADES			$1,520.00
	PARK MAINTENANCE & CAPITAL	CAPITAL CONSTRUCTION SERVICES - BUILDING	1,520.00	
		Total For: TORK ELECTRIC INC		**$1,520.00**
Vendor: TRAFFIC SAFETY SUPPLY CO				
INV090623	ST: SCHOOL PEDESTRIAN (4) & TRAFFIC TURN SIGNS (12) & SIGN BASE			$3,229.52
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	3,229.52	
		Total For: TRAFFIC SAFETY SUPPLY CO		**$3,229.52**
Vendor: TROJAN TECHNOLOGIES CORP				
200/50012768	WTP: SOLENOID FOR CHEMICAL FEED PUMPS			$2,274.98
	WATER TREATMENT	FACILITY SUPPLIES	2,256.96	
	WATER TREATMENT	FACILITY SUPPLIES	18.02	
		Total For: TROJAN TECHNOLOGIES CORP		**$2,274.98**
Vendor: USA BLUE BOOK				
INV01016133	WWTP: AS950 ALL WEATHER SAMPLER (26-1676)			$8,631.20
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	8,631.20	
INV01026895	WTP: 1/2" PVC SLIP TEES (15)			$57.30
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	57.30	
INV01027040	WTP: PVC PIPING, COUPLING, NIPPLES & LAB SUPPLY			$2
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	237.46	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
INV01027320	WWTP: TESTING SUPPLIES & NITRILE GLOVES			$435.35
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	435.35	
		Total For: USA BLUE BOOK		**$9,361.31**
Vendor: VERIZON WIRELESS				
6141550495	VZ WIRELESS PHONE/DATA CHGS 03.21.26-04.20.26			$121.09
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	39.38	
	WASTEWATER TREATMENT	TELEPHONE - WIRELESS	38.71	
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	43.00	
		Total For: VERIZON WIRELESS		**$121.09**
Vendor: WASTE MANAGEMENT OF IDAHO INC				
62500-95006 AP	REFUSE AND WASTE CHRGS APRIL 2026 - FY26			$53,460.03
	SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	53,460.03	
		Total For: WASTE MANAGEMENT OF IDAHO INC		**$53,460.03**
Vendor: WELCH COMER & ASSOCIATES INC				
44050020-012	BRIDGE ST. SIDEWALK - ENG & CON SERV. 02-15-26 THRU 03-21-26			$3,735.38
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	3,735.38	
		Total For: WELCH COMER & ASSOCIATES INC		**$3,735.38**
Vendor: WELLS, RYAN				
PER DIEM T011	PER DIEM T0113 - IRPA CONF. TWIN FALLS ID. & MILEAGE- R. WELLS - 4/21/26-4/23			$215.52
	RECREATION	TRAINING AND TRAVEL	219.52	
	UNCLASSIFIED	SUSPENSE ACCOUNT	(4.00)	
		Total For: WELLS, RYAN		**$215.52**
Vendor: WESLEY JOHN				
02-01880.01	UB REFUND FOR ACCOUNT: 02-01880.01			$33.64
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	33.64	
		Total For: WESLEY JOHN		**$33.64**
Vendor: WILLIAMS HOMES				
09-00207.02	UB REFUND FOR ACCOUNT: 09-00207.02			$157.13
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	157.13	
		Total For: WILLIAMS HOMES		**$157.13**
Vendor: WILLIAMS SCOTSMAN INC				
9026010927	WWTP: MODULAR RENTAL 04/19/2026-05/18/2026 (FY26)			$1,211.43
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	785.40	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	19.64	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	206.26	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	22.00	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	5.00	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	70.00	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	103.13	
		Total For: WILLIAMS SCOTSMAN INC		**$1,211.43**
Vendor: WM CORPORATE SERVICES, INC				
0245084-1827-4	CITY PROPERTY REFUSE/WASTE CHARGES MAR'26			$2,910.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	720.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	
	WASTEWATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	160.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	50.00	
	PUBLIC WORKS ADMINISTRATION	DISPOSAL (GARBAGE) SERVICES	300.00	
	WATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	240.00	
		Total For: WM CORPORATE SERVICES, INC		**$2,910.00**
Vendor: WOOD'S CRUSHING & HAULING INC				
58710	ST: 3/4" B GRAVEL - MARCH HAULS			$1,721.39
	STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	1,721.39	
		Total For: WOOD'S CRUSHING & HAULING INC		**$1,721.39**
Vendor: ZIPLY FIBER				
6269 04.22.26	6269 - PHONE CHGS - 911 TRANSFER 04.22.26-05.21.26			$13.80
	POLICE DEPARTMENT	TELEPHONE - LANDLINE & OTHER	13.80	
6708 04.22.26	6708 - PHONE CHGS - CITY HALL 04.22.26-05.21.26			$120.15
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	120.15	
3469 04.25.26	3469 - PHONE CHGS - TURTLE ROCK 04.25.26-05.24.26			$61.44
	WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	61.44	
4008 04.22.26	4008 - PHONE CHGS - CITY HALL 04.22.26-05.21.26			$284.03
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	284.03	
		Total For: ZIPLY FIBER		**$479.42**

Payables Grand Total: $345,509.89

OUT OF CYCLE EFT PAID

VENDOR NAME	CHECK #	REASON OUT OF CYCLE	LINE ITEM AMOUNT	CHECK AMOUNT
Safe Save	EFT # 1372	Credit Card Processing Fees	$844.38	$844.38
Safe Save	EFT # 1385	Credit Card Processing Fees	$594.97	$594.97
		OUT OF CYCLE CHECK TOTAL		$1,439.35

City of Sandpoint Payroll Breakdown for APRIL 2026
Employee Benefit Compensation Export
From 04/01/2026-04/30/2026

WAGES Total Employer Amount	MEDICAL Total Employer Amount	DENTAL Total Employer Amount	SUPPLEMENTAL Total Employer Amount	TAXES Total Employer Amount	RETIREMENT Total Employer Amount	Employer Total
547,405.01	110,622.21	4,410.00	10,529.91	35,737.94	72,319.87	781,024.94

Grand Total: $1,127,974.18

Councilor Signature: _____ Date: _____

Councilor Name: **JOE TATE**

AGENDA REPORT

City Council Meeting

TODAY'S DATE: April 27, 2026

MEETING DATE: May 6, 2026

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Public Works Director

SUBJECT: Authorization to Accept SRF Loan Offer – Clean Water State Revolving Fund for Wastewater Treatment Plant Reconstruction Project (WW2604)

DESCRIPTION/BACKGROUND:

The City of Sandpoint owns and operates a single wastewater treatment plant (WWTP) that discharges to the Pend Oreille River. Portions of the facility date back to the 1940s and are beyond their useful life. While the facility remains in compliance, hydraulic limitations during wet weather events and long-term reliability concerns necessitate full reconstruction.

In December 2025, the City completed an updated Preliminary Engineering Report (PER) confirming the need for comprehensive WWTP reconstruction, with a total estimated project cost of approximately $130 million.

The City is implementing a phased financing strategy to deliver the project. Phase 1 includes liquid treatment upgrades and supporting infrastructure such as aeration basins, secondary clarifiers, and standby power systems.

On April 13, 2026, the Idaho Department of Environmental Quality (DEQ) issued a funding offer to the City for a Clean Water State Revolving Fund (CWSRF) loan in the amount of $38,000,000 for the project.

The loan terms include a 30-year repayment period at an effective interest rate of 2.00% (1.00% interest and 1.00% loan fee), with $3,016,332 in principal forgiveness.

This loan represents the first installment of a larger anticipated SRF funding package, with DEQ indicating additional funding may be available in future cycles.

Acceptance of the loan requires compliance with federal and state requirements, including:

- Completion of environmental review prior to fund disbursement
- Inclusion of Build America, Buy America (BABA) provisions
- Compliance with Davis-Bacon prevailing wage requirements
- DEQ approval of plans, specifications, and construction contracts prior to bidding and award

The City is required to submit and adhere to a DEQ-approved project schedule and maintain a user charge system sufficient to support repayment obligations.

STAFF RECOMMENDATION:

Authorize acceptance of the Clean Water State Revolving Fund loan offer from the Idaho Department of Environmental Quality in the amount of $38,000,000 for the Wastewater Treatment Plant Reconstruction Project and authorize the Mayor to execute all necessary documents.

ACTION:

Move to authorize acceptance of the SRF loan offer (WW2604) from the Idaho Department of Environmental Quality in the amount of $38,000,000 and authorize the Mayor to execute all necessary documents.

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

ATTACHMENTS:

1. Proposed Resolution
2. DEQ SRF Loan Offer (WW2604)
3. Project Schedule (Attachment A)
4. Davis-Bacon Requirements (Attachment B)
5. SRF Supplemental Specifications (Attachment C)

No: 26-
Date: May 6, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AUTHORIZING ACCEPTANCE OF A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE WASTEWATER TREATMENT PLANT RECONSTRUCTION PROJECT (WW2604)

WHEREAS: The City of Sandpoint owns and operates a single wastewater treatment plant discharging to the Pend Oreille River;

WHEREAS: Portions of the wastewater treatment facility date back to the 1940s and have exceeded their useful life;

WHEREAS: Although the facility remains in regulatory compliance, hydraulic limitations during wet weather events and long-term reliability concerns necessitate full reconstruction of the wastewater treatment plant;

WHEREAS: In December 2025, the City completed an updated Preliminary Engineering Report confirming the need for comprehensive reconstruction, with an estimated total project cost of approximately $130,000,000;

WHEREAS: The City has developed a phased financing strategy for the project, with Phase 1 including liquid treatment upgrades and supporting infrastructure such as aeration basins, secondary clarifiers, and standby power systems;

WHEREAS: On April 13, 2026, the Idaho Department of Environmental Quality issued a funding offer to the City for a Clean Water State Revolving Fund loan in the principal amount of $38,000,000 for the project;

WHEREAS: The loan terms include a 30-year repayment period at an effective interest rate of 2.00%, consisting of 1.00% interest and 1.00% loan fee, and include $3,016,332 in principal forgiveness;

WHEREAS: The loan represents the first installment of a larger anticipated State Revolving Fund financing package, with the potential for additional funding in future cycles;

WHEREAS: Acceptance of the loan requires compliance with applicable federal and state requirements, including environmental review, Build America, Buy America provisions, Davis-Bacon prevailing wage requirements, and approval by the Idaho Department of Environmental Quality of plans, specifications, and construction contracts; and

WHEREAS: The City is required to submit and adhere to a project schedule approved by the Idaho Department of Environmental Quality and to maintain a user charge system sufficient to meet repayment obligations;

NOW, THEREFORE, BE IT RESOLVED THAT: The City Council hereby authorizes acceptance of the Clean Water State Revolving Fund loan offer from the Idaho Department of Environmental Quality in the amount of $38,000,000 for the Wastewater Treatment Plant Reconstruction Project (WW2604).

BE IT FURTHER RESOLVED THAT: On behalf of the City, the Mayor is hereby authorized and directed to execute all documents and take all actions necessary to accept and implement the loan in accordance with its terms and applicable requirements.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Meri Jane Bohn, City Clerk

STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
LEGISLATIVE SUPPLEMENTAL FUNDING OFFER, ACCEPTANCE AND AGREEMENT
FOR WASTEWATER FACILITIES DESIGN AND CONSTRUCTION

SECTION I. INTRODUCTION

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, IDAPA 58.01.12, and IDAPA 51.01.22 (Rules) to distribute funds to assist entities in the planning, design, and construction of wastewater facilities. The Idaho Legislature authorized the Department to receive Legislative Supplemental Funds (LSF) to distribute for the construction of drinking water and wastewater infrastructure improvements, pursuant to the Act (Idaho House Bill No. 455, Sections 4and 5 of the first regular session of 2025).

The City of Sandpoint (Grantee) has applied for an LSF grant and is a public entity created for the purposes, among other purposes, of operating and maintaining the public wastewater system located in Sandpoint Idaho and taking all necessary actions to ensure that the public wastewater system meets all applicable laws. The Department has established eligibility for a LSF grant and hereby offers an LSF grant to the Grantee according to the terms and conditions contained in this document and the Rules.

SECTION II. DESCRIPTION OF PROJECT

This grant agreement is for design and construction of the following project:

A.	LSF Grant Project Number:	WW2604LSF
B.	Grantee Name and Address:	City of Sandpoint 1123 Lake Street Sandpoint, ID 83864
C.	Project Description:	This grant is for phase one which consists of liquid treatment upgrades and supporting infrastructure including aeration basins, secondary clarifiers, and standby power generators.
D.	Terms:	$2,527,566 at 0% all of which is grant funding, resulting in no repayment obligation.

E. Estimated Project Budget:*

1.	Engineering Fees	$6,754,594
2.	Construction	$33,772,972
3.	Total	$40,527,566

*Note: The above project budget categories represent estimated expenses and may be adjusted with prior coordination with the Department.

Amount to be Funded by DEQ State Revolving Funds $38,000,000

Amount to be Funded by DEQ Legislative Supplemental Funds $2,527,566

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a grant agreement (Agreement) and the Applicant shall become the Grantee. By accepting this offer, the Grantee agrees to all terms and conditions set forth in this document and the Rules:

The Grantee agrees:

A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Grantee may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.

B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.

C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the Grantee, in support of the request for this grant.

D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.

E. To provide the Department with documentation evidencing ownership of, and/or the

right of access or easements for real property on which the project is proposed to be constructed. Clear title or legal right to access all real property necessary for the successful operation of the facilities shall be guaranteed by the Grantee for the useful life of the project, prior to commencement of construction. Land acquisitions shall only be reimbursed by the Department if obtained from a willing seller.

F. Grantee agrees that, in the event Grantee fails to meet its obligations under this Agreement, that the Department is entitled to seek specific performance of this Agreement.

G. That any waiver by the Department at any time of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.

H. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.

I. That this Agreement is binding upon the Grantee and the Department, and any person, office or entity succeeding the Grantee or the Department.

J. To comply with all applicable federal, state, and local laws.

K. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

L. The Grantee understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bonds and/or other remedial actions.

M. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the Grantee agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

SECTION IV. PROJECT MANAGEMENT

The Grantee agrees to:

A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars ($100,000) or twice the amount of the engineer's fee, whichever is greater.

Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.

B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Grantee.

C. Assure that contracts related to the project, which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.

D. Develop and adopt a sewer use ordinance prior to receiving final payment of grant funds.

E. Provide to the Department for approval, an operation and maintenance manual for the project. The manual shall be approved by the Department prior to project startup.

F. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.

G. Assure that the treatment and collections systems are placed under the direct supervision of a licensed responsible charge operator(s) in accordance with the Idaho Wastewater Rules, IDAPA 58.01.16.203.

H. Commence satisfactory operation and maintenance of the project infrastructure on completion of the project in accordance with applicable provisions, rules of the Department, and any other applicable law, rule, or regulation.

I. Maintain project accounts in accordance with generally accepted accounting principles.

J. Require one (1) year project warranty period and ensure that the project is performing in accordance with the design performance standards after the project has been in operation for one (1) year. If the project is unable to consistently meet these standards, the Grantee must submit a corrective action report and a schedule for ensuring the project meets performance standards to the Department.

K. Require all construction bid documents and construction contracts incorporate State Revolving Fund Supplemental Specifications attached to this agreement in Attachment C.

L. The Grantee shall not execute any construction contract without the prior written authorization to award the contract provided by the Department's Coeur d' Alene

Regional Office.

M. The Grantee shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this funding offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Grantee shall complete the project in accordance with the approved project schedule.

N. All amendments to the project schedule must be approved by the project manager in the Department's Coeur d' Alene Regional Office, prior to becoming effective.

O. Required Certifications:

1. Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract 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.

2. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it 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.

3. Boycott of Various Industries. Pursuant to Idaho Code 67-2347A, if payments under the contract exceed one hundred thousand dollars ($100,000) and contractor employes ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale or manufacture of fossil fuel based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this Section defined in Idaho Code 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho code.

SECTION V. SPECIAL CONDITIONS

A. The Grantee shall apply the LSF funds to actual, reasonable and necessary Project costs in accordance IDAPA 58.01.12.

B. If requested by the Department, the Grantee agrees to provide a monthly progress report to the project manager in the Department's Coeur d' Alene regional office. The progress report shall include at a minimum: updated schedule to completion, up to date project budget with final cost forecasts, and issues encountered in the reporting period.

C. Prior to or concurrent with submission of project plans and specifications to the Department, the Borrower will submit cyber informed engineering (CIE) analysis committed to in the Letter of Interest for Department's review. The CIE analysis shall be developed according to the current guidance found in the Grants and Loans Program Customer Handbook and the project design and construction shall implement recommendations of the CIE analysis.

SECTION VI. FUNDING DISBURSEMENTS

The Grantee agrees:

A. This grant shall be used solely to aid in the financing of the Grantee's project described in Section II.

B. Requests for actual disbursement of funds will be made by the Grantee using forms provided by the Department. Upon approval of the disbursement request by the Department funds shall be released to the Grantee.

C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.

D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the funding amount may be reduced accordingly.

E. An increase in the grant amount as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.

F. Payment of the final five percent (5%) of this grant shall be withheld until the following requirements are met:

1. The Grantee's engineer certifies (a) a statement of material compliance that the project has been constructed according to plans and specifications previously

approved by the Department, or record drawings that discloses deviations, (b) an operations manual has been completed, and (c) that the project is fully operational; and

2. The Department has inspected the project and verifies the engineer's certification; and

3. The Special Conditions in Section V have been met; and

4. A responsible charge operator (RCO) has been designated in accordance with Section IV.

G. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Grantee the offered sum of money based on the Grantee's priority position immediately upon the accrual of said sum in the Account.

H. The Borrower agrees to provide all agreement amendments to DEQ prior to implementation.

SECTION VII. SUSPENSION OR TERMINATION OF GRANT AGREEMENT

A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the Grantee or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:

1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or

2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or

3. Violation(s) of any term of this Agreement; or

4. Any willful or serious failure to perform within the scope of the project, project schedule, terms of engineering subagreements, or contracts for construction; or

5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.

B. The Director will notify the Grantee in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:

1. Specific acts or omissions which form the basis for suspension or termination; and

2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23.

C. If the Grantee does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Grantee. If the Grantee initiates a contested case, the termination or suspension shall be determined by the Board.

D. The Grantee shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.

E. Upon written request by the Grantee with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement.

F. No terminated grant shall be reinstated. If the grant is terminated prior to final disbursement, the Grantee shall immediately pay back to the Department all disbursed funds and accrued interest.

G. That in the event there is a breach by the Grantee of any of the terms or conditions of this Agreement, the entire grant amount may be declared due and immediately payable to the Department. All expenses incurred by the Department, which may include costs and attorney's fees, may be required to be repaid by the Grantee to the Department.

SECTION VIII. ACCESS AND INDEMNIFICATION

The Grantee agrees to:

A. Provide the Director, or his/her authorized agents, access to all files, records, accountings and books relating to the management and accountability of this grant.

B. To the extent permitted by law, indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Grantee or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

SECTION IX. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this grant offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.

Jess Byrne Digitally signed by Jess Byrne
Date: 2026.04.09 12:01:45 -06'00'

Jess Byrne
Director
Department of Environmental Quality

04/09/2026
Date

SECTION X. ACCEPTANCE

The City of Sandpoint, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

Signature of Representative

Name and Title of Representative - type or print

Date

LOAN AGREEMENT BETWEEN THE STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY AND
CITY OF SANDPOINT
LOAN PROJECT NUMBER: WW2604
ATTACHMENT A - PROJECT SCHEDULE

Pursuant to Section IV, Project Management of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Sandpoint (Borrower), Loan Project Number: WW2604, the Borrower agrees to complete the project, which consists of phase one for liquid treatment upgrades and supporting infrastructure including aeration basins, secondary clarification, and standby power generators in accordance with the following schedule:

Estimated Completion Date	Task
	State Environmental Review Process (SERP) Completion
	Preliminary Engineering Report (PER)
	Final Plans, Specifications and Bidding Documents
	Project Bidding Results
	Award of Construction Contract
	Final Construction Completion
	User Charge or Tax Assessment System Enacted
	Sewer Use Ordinance Enacted
	Final O&M Manual and Record Drawings
	Updated Wastewater System Classification Worksheets
	Verify Appropriate Operator Licensure
	Final SRF Inspection Completed
	Green Project Reserve Technical Memorandum
	Cyber Informed Engineering Analysis Document
	Final Reimbursement Request Submitted to DEQ

Project schedule approved by:

Signature of Borrower Representative	Signature of Department Representative
Printed Name of Borrower Representative	Printed Name of Department Representative
Date of Approval	Date of Approval

Davis Bacon Compliance Requirements for Borrowers
Attachment B (SRF-05)

Compliance with this attachment to the loan offer will be monitored as part of the DEQ project approval process and during interim and final inspections.

1. OBTAINING WAGE DETERMINATIONS AND INCLUSION INTO PROJECT.

a. For contacts greater than $2,000, the Borrower shall obtain the wage determination for the locality in which project will take place prior to issuing advertisement for bids, proposals, quotes, or other methods for soliciting contracts (solicitation) for activities subject to Davis Bacon. Wage determinations can be found at *www.sam.gov.* These wage determinations shall be incorporated into bid documents and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

   i. While the solicitation remains open, the Borrower shall monitor *www.sam.gov* weekly to ensure that the wage determination contained in the solicitation remains current. The Borrower shall amend the solicitation if Department of Labor (DOL) issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Borrower may request a finding from the Idaho Department of Environmental Quality (DEQ) that there is not a reasonable time to notify interested contractors of the modification of the wage determination. DEQ will provide a report of its findings to the Borrower.

   ii. If the Borrower does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless DEQ, at the request of the Borrower, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6©(3)(iv). The Borrower shall monitor *www.sam.gov* on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

b. If the Borrower carries out activity subject to Davis Bacon by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the Borrower shall insert the appropriate DOL wage determination from *www.sam.gov* into the ordering instrument.

c. The Borrower shall review all subcontracts subject to Davis Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

d. As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination

applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Borrower shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Contractor must be compensatedfor any increases in wages resulting from the use of DOL's revised wage determination.

2. CONTRACT AND SUBCONTRACT PROVISIONS.

a. The Borrower shall insert in full, for any Contract in excess of $2,000, Davis Bacon contractual clauses contained in Supplemental Specification Insert for Idaho Drinking Water and Clean Water State Revolving Fund attached to the loan agreement or found within the Customer Handbook at *www.deq.idaho.gov/SRF.*

3. REQUEST ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES

a. If a work classification(s) does not appear on the wage determination, the Borrower shall request an additional classification and wage rate. It is recommended the process be started early during the preconstruction conference. The Borrower and prime contractor for the project should identify the classification needed and recommend a wage rate through the DEQ. Requests can be approved if:

   i. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage determination (e.g., if there already is an Electrician classification and wage rate on the wage determination, another Electrician classification and rate cannot be requested.)

   ii. The classification is utilized in the area by the construction industry.

   iii. The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   iv. If the contractor and laborers and mechanics to be employed in the classification (if known), and the Borrower agree on the classification and wage rate (including fringe where appropriate).

b. Requests shall be made in writing through the Borrower, including a completed Conformance Request SF 1444 Form available through DOL. The request should identify the work classification that is missing, the recommended wage rate for the classification and a copy of the project wage rate determination. The Borrower shall send the packet to DEQ for review and submission to the DOL for approval. DOL's response to DEQ will be forwarded to the Borrower.

c. If the request is denied, the Borrower will be notified what classification and rate should be used. Requesting additional classification does not delay the payroll process. It may however result in correcting underpayments (wage restitution) if

DOL is not in agreement with the request

4. PAYROLL REVIEWS

a. The Federal Copeland Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions such as payroll taxes, deductions the worker authorizes in writing, or those provided by court order. The Act also requires contractors to maintain payroll records and submit weekly certified payroll and statement of compliance to the Borrower certifying wages paid and deductions made. The appropriate wage rates are those determined pursuant to the federal Davis-Bacon related acts by the DOL.

b. Borrower shall review payrolls to determine if workers on the construction project have received appropriate rates of overtime compensation. The Contract Work Hours and Safety Act requires that laborers and mechanics receive overtime compensation at a rate of not less than one and one-half times their regular hourly wage after they have worked 40 hours in one week on SRF funded projects.

c. Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient shall spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract as required by paragraph 7(a). Borrower shall conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis Bacon requirements. Borrower's review of shall include the following:

   i. Payrolls were submitted on time.

   ii. Forms were filled out completely including the name, identifying number, address, and job classification for each employee.

   iii. All self-employed owners, who have no employees, are designated as an employee, and are reported on the certified payroll of the prime contractor (or subcontractor if hired by them). In this instance, payroll records are completed the same as for employees and enter "self-employed" and contracting license number where the payroll asks for deductions.

   iv. If the owner of the company has employees but also performs work as a laborer or mechanic on the project covered by Davis-Bacon wage decisions, the owner must list himself as an employee on the certified payroll he submits for his employees. The payroll form is completed the same as for employees and owner is identified as "self-employed, owner or owner/operator".

   v. The wages and fringes listed on the certified payroll for each job

classification agree with those identified on the statement of intent to pay prevailing wages.

vi. The payrolls include all the classifications being utilized even if not listed on the statement of intent to pay prevailing wages.

vii. Payrolls only include permissible deductions.

viii. When fringe benefits are being paid into a benefit plan, block 4(a) on the back of the certified payroll form must be checked.

ix. Apprentices or trainees listed on the certified payroll are working under approved apprenticeship and training agreements. Copies of those certifications should be included with payrolls.

x. The payroll form is signed.

5. CONDUCT ON-SITE REVIEWS

a. The Borrower, or its representative, must provide for visits to the construction site to determine that:

i. Wage determinations are posted at the job site.

ii. Employees are working within the proper job classification.

6. CONDUCT EMPLOYEE INTERVIEWS

a. If there is reason to suspect contractor noncompliance, the Borrower or its representative must conduct employee interviews with at least one employee in each trade to determine the following:

i. Employees are being paid the amounts/rates stated on the payrolls.

ii. Employees are being properly compensated for overtime hours.

iii. Employees are receiving their full wages and fringe benefits and are not being subjected to coercion or kickback tactics by the contractor or subcontractors.

iv. Contractors and subcontractors are using and paying apprentices and trainees appropriately.

b. The Borrower shall use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. SF1445 is available from DOL.

c. The Borrower must immediately report potential violations of the Davis Bacon prevailing wage requirements to DEQ project manager, and if directed by DEQ project manager, appropriate EPA and DOL contacts.

7. SUBMIT FIRST WEEK LABOR STANDARDS (21 DAY LABOR PACKET)

a. For each prime and subcontractor performing work on-site during the first week of construction, the Borrower must provide a copy of the following documents to the DEQ project manager, within 21 days after the contractors start construction on the project.

i. Certified payroll for the first week's pay period and Borrower's analysis and opinion of compliance with Davis Bacon requirements.

ii. Employee interview forms for the first week (if there is a reasonable doubt

that any contractor is not fully complying with DB prevailing wages)

b. The purpose for submitting the above information to DEQ is to assure that any underpayments are detected early, and appropriate corrections made early while easy to implement. The first week labor standards (21 day) packet must be provided to DEQ, and any underpayments resolved before DEQ will pay the construction reimbursement request. If underpayments are discovered, DEQ will notify the Borrower to work with the prime contractor to have wage restitution made and a corrected certified payroll submitted to DEQ for approval.

8. RESOLVE OVERTIME VIOLATIONS

a. If the prime contractor or subcontractors do not compensate a worker appropriately for overtime, the Borrower shall notify DEQ and work with the prime contractor to resolve the overtime violations.

i. If the violation is less than $10 per worker, the violation does not have to be reported.

ii. If the violation is $10 or more per worker, the prime contractor must make payment or assure payments are made by subcontractors and submit a corrected certified payroll and a copy of the check to the worker and send it to the Borrower. Any time the violation is $10 to $999, the Borrower must notify DEQ in writing. If the violation is $1,000 or more, the Borrower must submit a Labor Standards Enforcement Report to DEQ who will coordinate the violation with the DOL or EPA (contact DEQ for assistance in filing this report).

9. RESOLVE OTHER UNDERPAYMENTS

a. If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the prime contractor or subcontractor must make wage restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the Borrower.

10. MAINTAIN PROJECT RECORDS

a. The Borrower is required to maintain project records that document all financial, monitoring and inspection transactions, and progress reviews that occur during the life of the project. Borrowers must maintain copies of weekly certified payrolls and any corrected certified payrolls, copies of correspondence and resolution of overtime violations, and copies of employee interviews in the project files for a minimum of three (3) years after final completion of the project.

Supplemental Specification Insert for Idaho Drinking Water and Clean Water State Revolving Fund Loan Attachment C (ENG-03)

A. GENERAL

1. The requirements contained herein apply to all projects either partially or completely funded by the Drinking Water State Revolving Fund and/or Clean Water State Revolving Fund (DWSRF or CWSRF) Program. In the event of conflict with other requirements contained elsewhere, the requirements contained herein shall control.
2. All applicable federal, state, and local laws shall be complied with during bidding and construction. The Contractor is responsible for its own and its employees' acts or omissions under the laws and the contract and are jointly and equally responsible for the acts and omissions of their employees.
3. Copies of all documentation required by this specification insert shall be kept by the Owner, who shall maintain the records until three years of loan repayments have occurred.

B. MAINTENANCE OF EXISTING TREATMENT WORKS DURING CONSTRUCTION

1. Where construction consists of replacement or modification to any existing supply or distribution line, pumping facility or water treatment works, the Contractor shall provide for the maintenance of the works' conveyance of water and its existing level of treatment at all times during construction, unless otherwise specified within these specifications.

C. ACCESS

1. The Contractor shall provide for access to all sites of contract work for representatives of the Environmental Protection Agency (EPA) and the state Department of Environmental Quality (DEQ).

D. BONDING REQUIREMENTS

1. For construction or facility improvement contracts exceeding $100,000, the minimum requirements shall be as follows:
    a. Bid guarantee: a bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
    b. Performance bond: a performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
    c. Payment bond: a payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure

payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

E. SAFETY: Contractor is solely responsible for ensuring safety standards at the project site and for ensuring that all work will be conducted in a manner consistent with Occupational Safety and Health Administration Safety and Health Standards, 29 Code of Federal Regulations (CFR) Part 1926.

F. OPTIONAL PROJECT SIGN: A DEQ SRF project sign is not required for the project. If the Contractor is required elsewhere in the Contract to provide a project sign, then the project sign shall be in substantial conformance with DEQ SRF sign specifications below.

1. DEQ SRF SIGN SPECIFICATIONS:

   a. The project sign shall be in accordance with DEQ SRF sign template provided by DEQ to the Owner. The Contractor shall coordinate with the Owner to secure sign specific to this Project. Any additional information displayed on the sign should not detract from or displace the information required.

   b. The sign shall be constructed of 4 feet by 8 feet exterior type high-density overlaid plywood or other sign material of equivalent quality and framed with 2 inch by 4 inch wood of suitable grade.

   c. The DEQ logo shall be 11 inches in diameter.

   d. The sign shall be painted with black or other visible dark lettering on a white background. Lettering shall be of professional quality and all lettering should be in proportion to the sizes shown.

   e. The Contractor should provide adequate support for the sign with regard to site conditions and it should be an adequate distance above the prevailing grade to permit public viewing.

   f. When the project is ready for final payment and accepted by DEQ, the Contractor shall remove and appropriately dispose of or reuse the sign unless otherwise required by the Contract.

G. SRF CONTRACT REQUIREMENTS: The following clauses shall be included as part of these specifications and thereby incorporated into the construction Contract:

1. PRIVITY OF CONTRACT: The construction Contract is funded in part with funds from the EPA and DEQ. Neither the United States, the State of Idaho nor any of its departments, agencies, or employees is, or will be a party to the construction Contract or any lower tier contract.

2. AUDIT ACCESS TO RECORDS:

   a. The Contractor (the person or entity under contract with the Owner to perform the work partially or fully paid for with DWSRF and/or CWSRF) shall maintain books, records, documents, and other evidence directly pertinent to performance on DWSRF and/or CWSRF-funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable DEQ

regulations in effect on the date of execution of this construction contract. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the Owner. The DEQ, the EPA, the Comptroller General of the United States, the United States Department of Labor, and the Owner, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the Contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the Contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of $10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency.

d. The Contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Records under paragraphs (a) and (b) above shall be maintained by the Contractor during performance on DEQ assisted work under this contract and for three years after the Owner makes final payment to the Contractor and all other pending matters are closed.

f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition), and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders, and contract amendments:

   i. To the extent the records pertain directly to contract performance

   ii. If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or

   iii. If the contract is terminated for default or for convenience.

3. COVENANT AGAINST CONTINGENT FEES: The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purposes of securing business. For breach or violation of this assurance, the Owner shall have the right to annul the Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, and brokerage or contingent fee.
4. GRATUITIES
    a. If the Owner finds after a notice and hearing that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner, DEQ or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of the Contract, the Owner may, by written notice to the Contractor, terminate the Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides.
    b. In the event this Contract is terminated as provided in paragraph (a), the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.
5. CONTRACTS FOR PROFESSIONAL SERVICES: The following clause applies only to contracts that include professional services:
    a. The Contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other services furnished by the Contractor under this Contract. If the Contract involves environmental measurements or data generation, the Contractor shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to unforeseen conditions or malfunctions. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in that Contractor's designs, drawings, specifications, reports and other services.
    b. The Contractor shall perform the professional services necessary to accomplish the work specified in the Contract in accordance with the Contract and applicable DEQ requirements in effect on the date of execution of the funding assistance agreement for this project.
    c. The Owner's or DEQ's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the Contractor of responsibility for the technical adequacy of his work. Neither the Owner's nor DEQ's review, approval,

acceptance or payment for any of the services shall be construed as a waiver of any rights under the Contract or of any cause for action arising out of the performance of the Contract.

d. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Owner or DEQ caused by the Contractor's negligent performance of any of the services furnished under this Contract, except for errors, omissions or other deficiencies to the extent attributable to the Owner, Owner-furnished data or third party. The Contractor shall not be responsible for any time delays in the project caused by circumstances beyond the Contractor's control.

e. The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Contract or state law and in no way diminish any other rights that the Owner may have against the Contractor for faulty materials, equipment or work.

6. ANTI-LOBBYING ACT: The Contractor agrees to comply with the requirements of the federal Anti-Lobbying Act, Section 1352, Title 31, U.S. Code, which requires disclosure of lobbying activities. The Certification Form, "*Certification of Compliance with Anti-Lobbying Act*", (Attachment A see Section L - Submissions), must be signed by all Contractors entering into contracts of $100,000 or greater.

7. COMPLIANCE WITH COPELAND ACT REQUIREMENTS: The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated in this contract by reference.

8. SUBCONTRACTS: The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

9. CONTRACT TERMINATION - DEBARMENT: A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

10. DAVIS-BACON WAGE RATE REQUIREMENTS UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013 (P.L. 113-6): With respect to the Clean Water and Drinking Water State Revolving Funds, Davis Bacon prevailing wage rates are a requirement of the project. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by referencein the Contract. The following provision shall apply to the Contract:

    a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (f) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section 5.5(a)(4) of the Davis-Bacon Act. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (c) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

c. The Contractor shall require that any class of laborers or mechanics, including helpers, which is not listed in the general wage determination and which is to be employed under the Contract be classified in conformance with the wage determination. The Contractor and Owner shall submit request for additional classification to DEQ project manager when the following criteria have been met:

   i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   ii. The classification is utilized in the area by the construction industry; and

   iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   iv. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner to the DEQ project manager. The DEQ project manager will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor (DOL), Washington, DC. The Contractor and Owner shall transmit such request for additional classification using most recent version of DOL Conformance Request SF1444 Form. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the DEQ project manager or will notify the DEQ project manager within the 30-day period that additional time is necessary.

d. In the event the Contractor, the laborers or mechanics to be employed in the

classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the DEQ project manager shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the DEQ project manager, to the DOL Administrator for determination. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the DEQ project manager within the 30-day period that additional time isnecessary.

e. The wage rate (including fringe benefits where appropriate) determined (c) or (d) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

f. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

g. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

h. In the event of Contractor's failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Owner shall withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. DEQ or EPA may, after written notice to the Contractor and Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

i. If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the Contractor or subcontractor must make wage restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the Owner.

j. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona

fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

i. The Contractor shall submit weekly, for each week in which any Contract work is performed, a copy of all payrolls to the Owner. Such documentation shall be available on request of the DEQ or EPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Owner for transmission to DEQ or EPA if requested the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Contractor to require a subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Owner.

ii. Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

    1. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

    2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions

have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.

iv. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

v. The Contractor or subcontractor shall make the records of this section available for inspection, copying, or transcription by authorized representatives of the DEQ, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or DEQ may, after written notice to the Contractor and Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

k. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub contractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the DOL Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

l. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

m. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10), and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

n. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

o. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and Owner, DEQ, EPA, the U.S. Department of Labor, or the employees or their representatives.

p. Certification of eligibility.

   i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

   ii. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

   iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

q. Contract Work Hours and Safety Standards Act: For Contract in excess of $100,000.00, the Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   i. In the event of any violation set forth in this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

   ii. The Owner shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under the Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (i) of this section.

iii. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

iv. If the Contract is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, socialsecurity number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DEQ and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

11. BUILD AMERICA, BUY AMERICA: The goods and services under this Contract are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Contract.

a. Notwithstanding any other provision of this Contract, any failure to comply with this paragraph by the Contractor shall permit the Owner or DEQ to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or DEQ resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from DEQ or any damages owed to DEQ by the Owner). DEQ is a third-party beneficiary and neither this paragraph (nor any other provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of DEQ.

b. The Contractor shall secure a manufacture’s certification of compliance statement with Build America, Buy America Requirements for all iron and steel, manufactured products, and construction materials delivered to the project site. The certification of compliance statement shall include, at a minimum 1) Project name and location 2) Product delivered to the project site 3) Documentation includes statement attesting that the products supplied to the Owner are compliant with Build America, Buy America Requirements (reference the Infrastructure Investment and Jobs Act (“IIJA”) or the Bipartisan Infrastructure Law (BIL) are also acceptable. References to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with for such items. 4) Documentation that manufacturing

occurred in the United States, which may include, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. 5) Signature of company representative on company letterhead. The signatory of the certifying statement shall affirm their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the Build America, Buy America Requirements.

c. The Contractor shall develop and maintain an on-site product compliance log containing current records of all iron and steel, manufactured products, and construction materials arriving on the construction site. The compliance log shall include the manufacture's certification of compliance statement, type of product (e.g. iron and steel, manufactured products, or construction materials), purchase order number and sufficient product information to enable tracking of the products, such as product description, serial and lot numbers (if available), manufacturer's name, and origin of shipment including city and state. In addition, a separate log shall be maintained to track information related to de minimis materials such as purchase order number, product description, current value of de minimis materials, and the running percentage of de minimis product value received to the total cost of the project. The on-site materials compliance log and de minimis log shall be made available to the Owner and DEQ upon request.

d. Contractor shall submit an executed Bidder's Certification of Compliance, (Form BABA-1, see Section L – Submissions), covering all proposed steel and iron products, manufactured products, and construction materials shall be furnished by bidders as part of the sealed bid; this Certification is required in order to constitute a valid bid.

12. REQUIRED NONDISCRIMINATION CONTRACT REQUIREMENT: The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

13. REQUIRED CERTIFICATIONS:

Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract 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.

Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it 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.

Boycott of Various Industries. Pursuant to Idaho Code § 67-2347A, if payments under the contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten or more persons, Contractor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale or manufacture of fossil fuel based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this Section defined in Idaho Code § 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho code.

H. SUSPENDED AND DEBARRED: The Contractor shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532 (Suspension and Debarment). The Contractor or subcontractor shall not knowingly enter into covered transactions (any contract awarded to a subcontractor, supplier, or consultant where the expected amount of the contract is $25,000 or greater) with excluded persons.

1. General: Prohibition on Equipment Purchase from Excluded Contractors: In addition, Owner and Contractors shall check that certain prohibited equipment, systems, or services, including equipment, systems, or services are not produced or provided by entities identified and recorded in the System for Award Management Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse Owner or Contractors for these costs.
2. Telecommunications and Surveillance Equipment: Owner and Contractors are prohibited from obligating or expending loan funds to procure equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation. Owner and Contractors also may not use SRF funds to purchase: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company. Owner and Contractors shall be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity.
3. Condition For all Lower Tier Transactions: The Contractor or subcontractor shall insert this condition into all lower tier covered transactions and ensure any subsequent lower tier covered transactions include this condition. Excluded parties may be verified at www.sam.gov.

I. BIDDER'S LIST OF SUBCONTRACTORS: The Contractor shall submit Form 1. Bidder's List of Subcontractors (see Section L - Submissions) to the Owner who shall provide a copy to DEQ. The list shall provide specific contact information on the Contractor and all subcontractors including business name, contact, address, phone, email, date bid submitted; and shall outline the items of work for which they will be retained; and shall indicate if they are a Disadvantaged Business Enterprise (DBE). The completed form must be submitted prior to DEQ issuance of the Authorization to Award.

J. RESERVED

K. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION: In compliance with the President's Policy Statement on Disadvantaged Business Enterprises (DBEs), Executive Order 12432, and the Environmental Protection Agency's Procurement Under Assistance Agreements Regulation (40 CFR 33), all bidders shall be required to comply fully with these specifications toward the goal of equitable utilization of DBEs. DBEs consist of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE). Such utilization may be through prime contracting, subcontracting, joint ventures, procurement of supplies, material or equipment, or other business participation utilized in performing this project. Contractors shall take necessary and reasonable steps to ensure DBEs have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of EPA-assisted projects.

1. REQUIREMENTS: Bidders must take the following “Good Faith Efforts” in awarding subcontracts for supplies, construction, services, and equipment:

    a. Make DBEs aware of contracting opportunities through outreach and recruitment activities.
    b. Provide information on forthcoming opportunities and establish reasonable timeframes that encourage participation.
    c. Consider whether firms competing for large contracts could subcontract with DBEs.
    d. Encourage contracting with a consortium of DBEs when a contract is too large for one firm.
    e. Use services and assistance from the Idaho Transportation Department, Idaho Department of Environmental Quality's Fiscal Office, the Small Business Administration, and the Office of Minority Business Enterprise of the U.S. Department of Commerce.

2. RECORDKEEPING: The Contractor must maintain all records documenting its compliance with the Good Faith Efforts under 40 CFR Part 33 Subpart C. These records should be retained in accordance with applicable record retention requirements of this specification.

L. SUBMISSIONS (Copies of Required Forms Follow this Section)

1. Form to be submitted by all bidders as part of the sealed bid:
    a. FORM BABA-1: Bidder's Certification of Compliance With Build America, Buy America (BABA) Provisions
2. Forms to be submitted by the Successful Bidder prior to issuance of the authorization to award:
    a. Form 1: Bidder's List of Subcontractors
3. Forms to be submitted by the Owner to DEQ with requisitions for reimbursement:

4. Forms to be submitted by the Successful Bidder to the Owner prior to issuance of the notice to proceed:
    a. ATTACHMENT A Certification of Compliance with Anti-Lobbying Act (Anti- Lobbying Certification)
    b. ATTACHMENT B Certification of Non-Segregated Facilities

To be submitted as part of the sealed bid; Owner forwards a copy to DEQ

FORM BABA-1
BIDDER'S CERTIFICATION OF COMPLIANCE WITH THE CURRENT SRF ASSISTANCE BUILD AMERICA, BUY AMERICA (BABA) PROVISIONS

(To be submitted as part of the sealed bid)

Bidder's Statement of Certification

The Bidder acknowledges to and for the benefit of the ("Owner") for the ("Project") that the Bidder understands the project is being funded in part with SRF Assistance. Build America, Buy America ("BABA") requirements specify that all iron and steel, manufactured products, and construction materials used in the project shall be produced in the United States. Consistent with the terms of the Owner's bid solicitation and the provisionsof SRF Assistance, the Bidder hereby represents and warrants to and for the benefit of the Owner and DEQ that:

1. The Bidder has reviewed and understands the BABA requirements,
2. The Bidder certifies all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the BABA requirements, unless a waiver of the requirements is approved by Owner and DEQ.
3. The Bidder agrees to provide any further verified information, certification or assurance of compliance with BABA requirements, or information necessary to support a waiver of the BABA, as may be requested by the Owner or DEQ.

Bidder Signature: _____ Date: _____

Title: _____

Organization: _____

To be Submitted Prior to authorization to Award; Owner forwards a copy to DEQ

FORM 1. BIDDER'S LIST		Items of Work Bid On	Date Bid Submitted	MBE/WBE Contractor
Prime Contractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
Subcontractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
Subcontractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
Subcontractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				

COPY THIS PAGE IF ADDITIONAL SUBCONTRACTORS ARE NEEDED

Owner receives from the Successful Bidder prior to issuing Notice to Proceed

ATTACHMENT A
CERTIFICATION OF COMPLIANCE WITH ANTI-LOBBYING ACT

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federally funded grant, the making of any federally funded loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federally funded contract, grant, loan or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

Owner Receives from the Successful Bidder Prior to issuing Notice to Proceed

ATTACHMENT B
CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature: _____ Date: _____

Name and Title of Signer: _____

AGENDA REPORT

City Council Meeting

TODAY'S DATE: April 27, 2026

MEETING DATE: May 6, 2026

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Public Works Director

SUBJECT: Authorization to Accept Legislative Supplemental Funding (LSF) Grant – Wastewater Treatment Plant Reconstruction Project (WW2604LSF)

DESCRIPTION/BACKGROUND:

The City of Sandpoint is advancing of the Wastewater Treatment Plant (WWTP) reconstruction project, which includes liquid treatment upgrades and supporting infrastructure necessary to maintain regulatory compliance and long-term system reliability.

As part of the project financing strategy, the Idaho Department of Environmental Quality (DEQ) has issued a Legislative Supplemental Funding (LSF) grant offer to the City in the amount of $2,527,566.

This funding is authorized through Idaho House Bill 455 (2025) and is intended to support construction of wastewater infrastructure improvements.

The LSF grant is paired with the SRF loan and applies to the same Phase 1 project components. The grant is provided at 0% interest with no repayment obligation.

Acceptance of the grant requires compliance with DEQ requirements, including:

- Submission and approval of a project schedule
- Inclusion of SRF supplemental specifications in bidding documents
- DEQ authorization prior to construction contract award
- Adoption of a sewer use ordinance and provision of an approved operations and maintenance manual
- Compliance with federal and state laws, including audit and reporting requirements

The grant directly reduces the amount of debt required to complete the project.

STAFF RECOMMENDATION:

Authorize acceptance of the Legislative Supplemental Funding grant from the Idaho Department of Environmental Quality in the amount of $2,527,566 for the Wastewater Treatment Plant Reconstruction Project and authorize the Mayor to execute all necessary documents.

ACTION:

Move to authorize acceptance of the LSF grant (WW2604LSF) from the Idaho Department of Environmental Quality in the amount of $2,527,566 and authorize the Mayor to execute all necessary documents.

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

The grant reduces the overall project cost and borrowing needs. There is no repayment obligation associated with this funding.

ATTACHMENTS:

1. Proposed Resolution
2. DEQ LSF Grant Offer (WW2604LSF)
3. Project Schedule (Attachment A)
4. SRF Supplemental Specifications (Attachment C)

No: 26-
Date: May 6, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AUTHORIZING ACCEPTANCE OF A LEGISLATIVE SUPPLEMENTAL FUNDING (LSF) GRANT FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE WASTEWATER TREATMENT PLANT RECONSTRUCTION PROJECT (WW2604LSF)

WHEREAS: The City of Sandpoint is advancing the reconstruction of its wastewater treatment plant to maintain regulatory compliance and ensure long-term system reliability;

WHEREAS: The project includes liquid treatment upgrades and supporting infrastructure necessary for continued effective operation of the wastewater system;

WHEREAS: As part of the overall project financing strategy, the Idaho Department of Environmental Quality has issued a Legislative Supplemental Funding (LSF) grant offer to the City in the amount of $2,527,566;

WHEREAS: Such funding is authorized through Idaho House Bill 455 and is intended to support the construction of wastewater infrastructure improvements;

WHEREAS: The LSF grant is paired with the Clean Water State Revolving Fund loan and applies to the same Phase 1 project components;

WHEREAS: The LSF grant is provided at zero percent (0%) interest and requires no repayment, thereby reducing the amount of debt necessary to complete the project; and

WHEREAS: Acceptance of the grant requires compliance with Idaho Department of Environmental Quality requirements, including submission and approval of a project schedule, inclusion of supplemental specifications in bidding documents, authorization prior to construction contract award, adoption of a sewer use ordinance, provision of an approved operations and maintenance manual, and compliance with applicable federal and state laws including audit and reporting requirements;

NOW, THEREFORE, BE IT RESOLVED THAT: The City Council hereby authorizes acceptance of the Legislative Supplemental Funding (LSF) grant from the Idaho Department of Environmental Quality in the amount of $2,527,566 for the Wastewater Treatment Plant Reconstruction Project (WW2604LSF).

BE IT FURTHER RESOLVED THAT: On behalf of the City, The Mayor is hereby authorized and directed to execute all documents and take all actions necessary to accept and implement the grant in accordance with its terms and applicable requirements.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Meri Jane Bohn, City Clerk

STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
LEGISLATIVE SUPPLEMENTAL FUNDING OFFER, ACCEPTANCE AND AGREEMENT
FOR WASTEWATER FACILITIES DESIGN AND CONSTRUCTION

SECTION I. INTRODUCTION

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, IDAPA 58.01.12, and IDAPA 51.01.22 (Rules) to distribute funds to assist entities in the planning, design, and construction of wastewater facilities. The Idaho Legislature authorized the Department to receive Legislative Supplemental Funds (LSF) to distribute for the construction of drinking water and wastewater infrastructure improvements, pursuant to the Act (Idaho House Bill No. 455, Sections 4and 5 of the first regular session of 2025).

The City of Sandpoint (Grantee) has applied for an LSF grant and is a public entity created for the purposes, among other purposes, of operating and maintaining the public wastewater system located in Sandpoint Idaho and taking all necessary actions to ensure that the public wastewater system meets all applicable laws. The Department has established eligibility for a LSF grant and hereby offers an LSF grant to the Grantee according to the terms and conditions contained in this document and the Rules.

SECTION II. DESCRIPTION OF PROJECT

This grant agreement is for design and construction of the following project:

A.	LSF Grant Project Number:	WW2604LSF
B.	Grantee Name and Address:	City of Sandpoint 1123 Lake Street Sandpoint, ID 83864
C.	Project Description:	This grant is for phase one which consists of liquid treatment upgrades and supporting infrastructure including aeration basins, secondary clarifiers, and standby power generators.
D.	Terms:	$2,527,566 at 0% all of which is grant funding, resulting in no repayment obligation.

E. Estimated Project Budget:*

1.	Engineering Fees	$6,754,594
2.	Construction	$33,772,972
3.	Total	$40,527,566

*Note: The above project budget categories represent estimated expenses and may be adjusted with prior coordination with the Department.

Amount to be Funded by DEQ State Revolving Funds $38,000,000

Amount to be Funded by DEQ Legislative Supplemental Funds $2,527,566

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a grant agreement (Agreement) and the Applicant shall become the Grantee. By accepting this offer, the Grantee agrees to all terms and conditions set forth in this document and the Rules:

The Grantee agrees:

A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Grantee may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.

B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.

C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the Grantee, in support of the request for this grant.

D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.

E. To provide the Department with documentation evidencing ownership of, and/or the

right of access or easements for real property on which the project is proposed to be constructed. Clear title or legal right to access all real property necessary for the successful operation of the facilities shall be guaranteed by the Grantee for the useful life of the project, prior to commencement of construction. Land acquisitions shall only be reimbursed by the Department if obtained from a willing seller.

F. Grantee agrees that, in the event Grantee fails to meet its obligations under this Agreement, that the Department is entitled to seek specific performance of this Agreement.

G. That any waiver by the Department at any time of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.

H. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.

I. That this Agreement is binding upon the Grantee and the Department, and any person, office or entity succeeding the Grantee or the Department.

J. To comply with all applicable federal, state, and local laws.

K. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

L. The Grantee understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bonds and/or other remedial actions.

M. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the Grantee agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

SECTION IV. PROJECT MANAGEMENT

The Grantee agrees to:

A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars ($100,000) or twice the amount of the engineer's fee, whichever is greater.

Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.

B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Grantee.

C. Assure that contracts related to the project, which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.

D. Develop and adopt a sewer use ordinance prior to receiving final payment of grant funds.

E. Provide to the Department for approval, an operation and maintenance manual for the project. The manual shall be approved by the Department prior to project startup.

F. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.

G. Assure that the treatment and collections systems are placed under the direct supervision of a licensed responsible charge operator(s) in accordance with the Idaho Wastewater Rules, IDAPA 58.01.16.203.

H. Commence satisfactory operation and maintenance of the project infrastructure on completion of the project in accordance with applicable provisions, rules of the Department, and any other applicable law, rule, or regulation.

I. Maintain project accounts in accordance with generally accepted accounting principles.

J. Require one (1) year project warranty period and ensure that the project is performing in accordance with the design performance standards after the project has been in operation for one (1) year. If the project is unable to consistently meet these standards, the Grantee must submit a corrective action report and a schedule for ensuring the project meets performance standards to the Department.

K. Require all construction bid documents and construction contracts incorporate State Revolving Fund Supplemental Specifications attached to this agreement in Attachment C.

L. The Grantee shall not execute any construction contract without the prior written authorization to award the contract provided by the Department's Coeur d' Alene

Regional Office.

M. The Grantee shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this funding offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Grantee shall complete the project in accordance with the approved project schedule.

N. All amendments to the project schedule must be approved by the project manager in the Department's Coeur d' Alene Regional Office, prior to becoming effective.

O. Required Certifications:

1. Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract 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.

2. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it 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.

3. Boycott of Various Industries. Pursuant to Idaho Code 67-2347A, if payments under the contract exceed one hundred thousand dollars ($100,000) and contractor employes ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale or manufacture of fossil fuel based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this Section defined in Idaho Code 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho code.

SECTION V. SPECIAL CONDITIONS

A. The Grantee shall apply the LSF funds to actual, reasonable and necessary Project costs in accordance IDAPA 58.01.12.

B. If requested by the Department, the Grantee agrees to provide a monthly progress report to the project manager in the Department's Coeur d' Alene regional office. The progress report shall include at a minimum: updated schedule to completion, up to date project budget with final cost forecasts, and issues encountered in the reporting period.

C. Prior to or concurrent with submission of project plans and specifications to the Department, the Borrower will submit cyber informed engineering (CIE) analysis committed to in the Letter of Interest for Department's review. The CIE analysis shall be developed according to the current guidance found in the Grants and Loans Program Customer Handbook and the project design and construction shall implement recommendations of the CIE analysis.

SECTION VI. FUNDING DISBURSEMENTS

The Grantee agrees:

A. This grant shall be used solely to aid in the financing of the Grantee's project described in Section II.

B. Requests for actual disbursement of funds will be made by the Grantee using forms provided by the Department. Upon approval of the disbursement request by the Department funds shall be released to the Grantee.

C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.

D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the funding amount may be reduced accordingly.

E. An increase in the grant amount as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.

F. Payment of the final five percent (5%) of this grant shall be withheld until the following requirements are met:

1. The Grantee's engineer certifies (a) a statement of material compliance that the project has been constructed according to plans and specifications previously

approved by the Department, or record drawings that discloses deviations, (b) an operations manual has been completed, and (c) that the project is fully operational; and

2. The Department has inspected the project and verifies the engineer's certification; and

3. The Special Conditions in Section V have been met; and

4. A responsible charge operator (RCO) has been designated in accordance with Section IV.

G. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Grantee the offered sum of money based on the Grantee's priority position immediately upon the accrual of said sum in the Account.

H. The Borrower agrees to provide all agreement amendments to DEQ prior to implementation.

SECTION VII. SUSPENSION OR TERMINATION OF GRANT AGREEMENT

A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the Grantee or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:

1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or

2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or

3. Violation(s) of any term of this Agreement; or

4. Any willful or serious failure to perform within the scope of the project, project schedule, terms of engineering subagreements, or contracts for construction; or

5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.

B. The Director will notify the Grantee in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:

1. Specific acts or omissions which form the basis for suspension or termination; and

2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23.

C. If the Grantee does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Grantee. If the Grantee initiates a contested case, the termination or suspension shall be determined by the Board.

D. The Grantee shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.

E. Upon written request by the Grantee with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement.

F. No terminated grant shall be reinstated. If the grant is terminated prior to final disbursement, the Grantee shall immediately pay back to the Department all disbursed funds and accrued interest.

G. That in the event there is a breach by the Grantee of any of the terms or conditions of this Agreement, the entire grant amount may be declared due and immediately payable to the Department. All expenses incurred by the Department, which may include costs and attorney's fees, may be required to be repaid by the Grantee to the Department.

SECTION VIII. ACCESS AND INDEMNIFICATION

The Grantee agrees to:

A. Provide the Director, or his/her authorized agents, access to all files, records, accountings and books relating to the management and accountability of this grant.

B. To the extent permitted by law, indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Grantee or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

SECTION IX. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this grant offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.

Jess Byrne Digitally signed by Jess Byrne
Date: 2026.04.09 12:01:45 -06'00'

Jess Byrne
Director
Department of Environmental Quality

04/09/2026
Date

SECTION X. ACCEPTANCE

The City of Sandpoint, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

Signature of Representative

Name and Title of Representative - type or print

Date

LOAN AGREEMENT BETWEEN THE STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY AND
CITY OF SANDPOINT
LOAN PROJECT NUMBER: WW2604
ATTACHMENT A - PROJECT SCHEDULE

Pursuant to Section IV, Project Management of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Sandpoint (Borrower), Loan Project Number: WW2604, the Borrower agrees to complete the project, which consists of phase one for liquid treatment upgrades and supporting infrastructure including aeration basins, secondary clarification, and standby power generators in accordance with the following schedule:

Estimated Completion Date	Task
	State Environmental Review Process (SERP) Completion
	Preliminary Engineering Report (PER)
	Final Plans, Specifications and Bidding Documents
	Project Bidding Results
	Award of Construction Contract
	Final Construction Completion
	User Charge or Tax Assessment System Enacted
	Sewer Use Ordinance Enacted
	Final O&M Manual and Record Drawings
	Updated Wastewater System Classification Worksheets
	Verify Appropriate Operator Licensure
	Final SRF Inspection Completed
	Green Project Reserve Technical Memorandum
	Cyber Informed Engineering Analysis Document
	Final Reimbursement Request Submitted to DEQ

Project schedule approved by:

Signature of Borrower Representative	Signature of Department Representative
Printed Name of Borrower Representative	Printed Name of Department Representative
Date of Approval	Date of Approval

Supplemental Specification Insert for Idaho Drinking Water and Clean Water State Revolving Fund Loan Attachment C (ENG-03)

A. GENERAL

1. The requirements contained herein apply to all projects either partially or completely funded by the Drinking Water State Revolving Fund and/or Clean Water State Revolving Fund (DWSRF or CWSRF) Program. In the event of conflict with other requirements contained elsewhere, the requirements contained herein shall control.
2. All applicable federal, state, and local laws shall be complied with during bidding and construction. The Contractor is responsible for its own and its employees' acts or omissions under the laws and the contract and are jointly and equally responsible for the acts and omissions of their employees.
3. Copies of all documentation required by this specification insert shall be kept by the Owner, who shall maintain the records until three years of loan repayments have occurred.

B. MAINTENANCE OF EXISTING TREATMENT WORKS DURING CONSTRUCTION

1. Where construction consists of replacement or modification to any existing supply or distribution line, pumping facility or water treatment works, the Contractor shall provide for the maintenance of the works' conveyance of water and its existing level of treatment at all times during construction, unless otherwise specified within these specifications.

C. ACCESS

1. The Contractor shall provide for access to all sites of contract work for representatives of the Environmental Protection Agency (EPA) and the state Department of Environmental Quality (DEQ).

D. BONDING REQUIREMENTS

1. For construction or facility improvement contracts exceeding $100,000, the minimum requirements shall be as follows:
    a. Bid guarantee: a bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
    b. Performance bond: a performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
    c. Payment bond: a payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure

payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

E. SAFETY: Contractor is solely responsible for ensuring safety standards at the project site and for ensuring that all work will be conducted in a manner consistent with Occupational Safety and Health Administration Safety and Health Standards, 29 Code of Federal Regulations (CFR) Part 1926.

F. OPTIONAL PROJECT SIGN: A DEQ SRF project sign is not required for the project. If the Contractor is required elsewhere in the Contract to provide a project sign, then the project sign shall be in substantial conformance with DEQ SRF sign specifications below.

1. DEQ SRF SIGN SPECIFICATIONS:

   a. The project sign shall be in accordance with DEQ SRF sign template provided by DEQ to the Owner. The Contractor shall coordinate with the Owner to secure sign specific to this Project. Any additional information displayed on the sign should not detract from or displace the information required.

   b. The sign shall be constructed of 4 feet by 8 feet exterior type high-density overlaid plywood or other sign material of equivalent quality and framed with 2 inch by 4 inch wood of suitable grade.

   c. The DEQ logo shall be 11 inches in diameter.

   d. The sign shall be painted with black or other visible dark lettering on a white background. Lettering shall be of professional quality and all lettering should be in proportion to the sizes shown.

   e. The Contractor should provide adequate support for the sign with regard to site conditions and it should be an adequate distance above the prevailing grade to permit public viewing.

   f. When the project is ready for final payment and accepted by DEQ, the Contractor shall remove and appropriately dispose of or reuse the sign unless otherwise required by the Contract.

G. SRF CONTRACT REQUIREMENTS: The following clauses shall be included as part of these specifications and thereby incorporated into the construction Contract:

1. PRIVITY OF CONTRACT: The construction Contract is funded in part with funds from the EPA and DEQ. Neither the United States, the State of Idaho nor any of its departments, agencies, or employees is, or will be a party to the construction Contract or any lower tier contract.

2. AUDIT ACCESS TO RECORDS:

   a. The Contractor (the person or entity under contract with the Owner to perform the work partially or fully paid for with DWSRF and/or CWSRF) shall maintain books, records, documents, and other evidence directly pertinent to performance on DWSRF and/or CWSRF-funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable DEQ

regulations in effect on the date of execution of this construction contract. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the Owner. The DEQ, the EPA, the Comptroller General of the United States, the United States Department of Labor, and the Owner, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the Contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the Contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of $10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency.

d. The Contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Records under paragraphs (a) and (b) above shall be maintained by the Contractor during performance on DEQ assisted work under this contract and for three years after the Owner makes final payment to the Contractor and all other pending matters are closed.

f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition), and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders, and contract amendments:

   i. To the extent the records pertain directly to contract performance

   ii. If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or

   iii. If the contract is terminated for default or for convenience.

3. COVENANT AGAINST CONTINGENT FEES: The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purposes of securing business. For breach or violation of this assurance, the Owner shall have the right to annul the Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, and brokerage or contingent fee.
4. GRATUITIES
    a. If the Owner finds after a notice and hearing that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner, DEQ or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of the Contract, the Owner may, by written notice to the Contractor, terminate the Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides.
    b. In the event this Contract is terminated as provided in paragraph (a), the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.
5. CONTRACTS FOR PROFESSIONAL SERVICES: The following clause applies only to contracts that include professional services:
    a. The Contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other services furnished by the Contractor under this Contract. If the Contract involves environmental measurements or data generation, the Contractor shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to unforeseen conditions or malfunctions. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in that Contractor's designs, drawings, specifications, reports and other services.
    b. The Contractor shall perform the professional services necessary to accomplish the work specified in the Contract in accordance with the Contract and applicable DEQ requirements in effect on the date of execution of the funding assistance agreement for this project.
    c. The Owner's or DEQ's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the Contractor of responsibility for the technical adequacy of his work. Neither the Owner's nor DEQ's review, approval,

acceptance or payment for any of the services shall be construed as a waiver of any rights under the Contract or of any cause for action arising out of the performance of the Contract.

d. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Owner or DEQ caused by the Contractor's negligent performance of any of the services furnished under this Contract, except for errors, omissions or other deficiencies to the extent attributable to the Owner, Owner-furnished data or third party. The Contractor shall not be responsible for any time delays in the project caused by circumstances beyond the Contractor's control.

e. The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Contract or state law and in no way diminish any other rights that the Owner may have against the Contractor for faulty materials, equipment or work.

6. ANTI-LOBBYING ACT: The Contractor agrees to comply with the requirements of the federal Anti-Lobbying Act, Section 1352, Title 31, U.S. Code, which requires disclosure of lobbying activities. The Certification Form, "*Certification of Compliance with Anti-Lobbying Act*", (Attachment A see Section L - Submissions), must be signed by all Contractors entering into contracts of $100,000 or greater.

7. COMPLIANCE WITH COPELAND ACT REQUIREMENTS: The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated in this contract by reference.

8. SUBCONTRACTS: The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

9. CONTRACT TERMINATION - DEBARMENT: A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

10. DAVIS-BACON WAGE RATE REQUIREMENTS UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013 (P.L. 113-6): With respect to the Clean Water and Drinking Water State Revolving Funds, Davis Bacon prevailing wage rates are a requirement of the project. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by referencein the Contract. The following provision shall apply to the Contract:

    a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (f) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section 5.5(a)(4) of the Davis-Bacon Act. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (c) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

c. The Contractor shall require that any class of laborers or mechanics, including helpers, which is not listed in the general wage determination and which is to be employed under the Contract be classified in conformance with the wage determination. The Contractor and Owner shall submit request for additional classification to DEQ project manager when the following criteria have been met:

   i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   ii. The classification is utilized in the area by the construction industry; and

   iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   iv. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner to the DEQ project manager. The DEQ project manager will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor (DOL), Washington, DC. The Contractor and Owner shall transmit such request for additional classification using most recent version of DOL Conformance Request SF1444 Form. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the DEQ project manager or will notify the DEQ project manager within the 30-day period that additional time is necessary.

d. In the event the Contractor, the laborers or mechanics to be employed in the

classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the DEQ project manager shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the DEQ project manager, to the DOL Administrator for determination. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the DEQ project manager within the 30-day period that additional time isnecessary.

e. The wage rate (including fringe benefits where appropriate) determined (c) or (d) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

f. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

g. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

h. In the event of Contractor's failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Owner shall withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. DEQ or EPA may, after written notice to the Contractor and Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

i. If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the Contractor or subcontractor must make wage restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the Owner.

j. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona

fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

i. The Contractor shall submit weekly, for each week in which any Contract work is performed, a copy of all payrolls to the Owner. Such documentation shall be available on request of the DEQ or EPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Owner for transmission to DEQ or EPA if requested the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Contractor to require a subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Owner.

ii. Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

    1. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

    2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions

have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.

iv. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

v. The Contractor or subcontractor shall make the records of this section available for inspection, copying, or transcription by authorized representatives of the DEQ, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or DEQ may, after written notice to the Contractor and Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

k. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub contractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the DOL Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

l. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

m. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10), and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

n. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

o. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and Owner, DEQ, EPA, the U.S. Department of Labor, or the employees or their representatives.

p. Certification of eligibility.

   i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

   ii. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

   iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

q. Contract Work Hours and Safety Standards Act: For Contract in excess of $100,000.00, the Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   i. In the event of any violation set forth in this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

   ii. The Owner shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under the Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (i) of this section.

iii. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

iv. If the Contract is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, socialsecurity number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DEQ and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

11. BUILD AMERICA, BUY AMERICA: The goods and services under this Contract are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Contract.

a. Notwithstanding any other provision of this Contract, any failure to comply with this paragraph by the Contractor shall permit the Owner or DEQ to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or DEQ resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from DEQ or any damages owed to DEQ by the Owner). DEQ is a third-party beneficiary and neither this paragraph (nor any other provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of DEQ.

b. The Contractor shall secure a manufacture’s certification of compliance statement with Build America, Buy America Requirements for all iron and steel, manufactured products, and construction materials delivered to the project site. The certification of compliance statement shall include, at a minimum 1) Project name and location 2) Product delivered to the project site 3) Documentation includes statement attesting that the products supplied to the Owner are compliant with Build America, Buy America Requirements (reference the Infrastructure Investment and Jobs Act (“IIJA”) or the Bipartisan Infrastructure Law (BIL) are also acceptable. References to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with for such items. 4) Documentation that manufacturing

occurred in the United States, which may include, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. 5) Signature of company representative on company letterhead. The signatory of the certifying statement shall affirm their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the Build America, Buy America Requirements.

c. The Contractor shall develop and maintain an on-site product compliance log containing current records of all iron and steel, manufactured products, and construction materials arriving on the construction site. The compliance log shall include the manufacture's certification of compliance statement, type of product (e.g. iron and steel, manufactured products, or construction materials), purchase order number and sufficient product information to enable tracking of the products, such as product description, serial and lot numbers (if available), manufacturer's name, and origin of shipment including city and state. In addition, a separate log shall be maintained to track information related to de minimis materials such as purchase order number, product description, current value of de minimis materials, and the running percentage of de minimis product value received to the total cost of the project. The on-site materials compliance log and de minimis log shall be made available to the Owner and DEQ upon request.

d. Contractor shall submit an executed Bidder's Certification of Compliance, (Form BABA-1, see Section L – Submissions), covering all proposed steel and iron products, manufactured products, and construction materials shall be furnished by bidders as part of the sealed bid; this Certification is required in order to constitute a valid bid.

12. REQUIRED NONDISCRIMINATION CONTRACT REQUIREMENT: The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

13. REQUIRED CERTIFICATIONS:

Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract 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.

Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it 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.

Boycott of Various Industries. Pursuant to Idaho Code § 67-2347A, if payments under the contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten or more persons, Contractor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale or manufacture of fossil fuel based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this Section defined in Idaho Code § 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho code.

H. SUSPENDED AND DEBARRED: The Contractor shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532 (Suspension and Debarment). The Contractor or subcontractor shall not knowingly enter into covered transactions (any contract awarded to a subcontractor, supplier, or consultant where the expected amount of the contract is $25,000 or greater) with excluded persons.

1. General: Prohibition on Equipment Purchase from Excluded Contractors: In addition, Owner and Contractors shall check that certain prohibited equipment, systems, or services, including equipment, systems, or services are not produced or provided by entities identified and recorded in the System for Award Management Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse Owner or Contractors for these costs.
2. Telecommunications and Surveillance Equipment: Owner and Contractors are prohibited from obligating or expending loan funds to procure equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation. Owner and Contractors also may not use SRF funds to purchase: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company. Owner and Contractors shall be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity.
3. Condition For all Lower Tier Transactions: The Contractor or subcontractor shall insert this condition into all lower tier covered transactions and ensure any subsequent lower tier covered transactions include this condition. Excluded parties may be verified at www.sam.gov.

I. BIDDER'S LIST OF SUBCONTRACTORS: The Contractor shall submit Form 1. Bidder's List of Subcontractors (see Section L - Submissions) to the Owner who shall provide a copy to DEQ. The list shall provide specific contact information on the Contractor and all subcontractors including business name, contact, address, phone, email, date bid submitted; and shall outline the items of work for which they will be retained; and shall indicate if they are a Disadvantaged Business Enterprise (DBE). The completed form must be submitted prior to DEQ issuance of the Authorization to Award.

J. RESERVED

K. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION: In compliance with the President's Policy Statement on Disadvantaged Business Enterprises (DBEs), Executive Order 12432, and the Environmental Protection Agency's Procurement Under Assistance Agreements Regulation (40 CFR 33), all bidders shall be required to comply fully with these specifications toward the goal of equitable utilization of DBEs. DBEs consist of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE). Such utilization may be through prime contracting, subcontracting, joint ventures, procurement of supplies, material or equipment, or other business participation utilized in performing this project. Contractors shall take necessary and reasonable steps to ensure DBEs have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of EPA-assisted projects.

1. REQUIREMENTS: Bidders must take the following “Good Faith Efforts” in awarding subcontracts for supplies, construction, services, and equipment:

    a. Make DBEs aware of contracting opportunities through outreach and recruitment activities.
    b. Provide information on forthcoming opportunities and establish reasonable timeframes that encourage participation.
    c. Consider whether firms competing for large contracts could subcontract with DBEs.
    d. Encourage contracting with a consortium of DBEs when a contract is too large for one firm.
    e. Use services and assistance from the Idaho Transportation Department, Idaho Department of Environmental Quality's Fiscal Office, the Small Business Administration, and the Office of Minority Business Enterprise of the U.S. Department of Commerce.

2. RECORDKEEPING: The Contractor must maintain all records documenting its compliance with the Good Faith Efforts under 40 CFR Part 33 Subpart C. These records should be retained in accordance with applicable record retention requirements of this specification.

L. SUBMISSIONS (Copies of Required Forms Follow this Section)

1. Form to be submitted by all bidders as part of the sealed bid:
    a. FORM BABA-1: Bidder's Certification of Compliance With Build America, Buy America (BABA) Provisions
2. Forms to be submitted by the Successful Bidder prior to issuance of the authorization to award:
    a. Form 1: Bidder's List of Subcontractors
3. Forms to be submitted by the Owner to DEQ with requisitions for reimbursement:

4. Forms to be submitted by the Successful Bidder to the Owner prior to issuance of the notice to proceed:
    a. ATTACHMENT A Certification of Compliance with Anti-Lobbying Act (Anti- Lobbying Certification)
    b. ATTACHMENT B Certification of Non-Segregated Facilities

To be submitted as part of the sealed bid; Owner forwards a copy to DEQ

FORM BABA-1
BIDDER'S CERTIFICATION OF COMPLIANCE WITH THE CURRENT SRF ASSISTANCE BUILD AMERICA, BUY AMERICA (BABA) PROVISIONS

(To be submitted as part of the sealed bid)

Bidder's Statement of Certification

The Bidder acknowledges to and for the benefit of the ("Owner") for the ("Project") that the Bidder understands the project is being funded in part with SRF Assistance. Build America, Buy America ("BABA") requirements specify that all iron and steel, manufactured products, and construction materials used in the project shall be produced in the United States. Consistent with the terms of the Owner's bid solicitation and the provisionsof SRF Assistance, the Bidder hereby represents and warrants to and for the benefit of the Owner and DEQ that:

1. The Bidder has reviewed and understands the BABA requirements,
2. The Bidder certifies all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the BABA requirements, unless a waiver of the requirements is approved by Owner and DEQ.
3. The Bidder agrees to provide any further verified information, certification or assurance of compliance with BABA requirements, or information necessary to support a waiver of the BABA, as may be requested by the Owner or DEQ.

Bidder Signature: _____ Date: _____

Title: _____

Organization: _____

To be Submitted Prior to authorization to Award; Owner forwards a copy to DEQ

FORM 1. BIDDER'S LIST		Items of Work Bid On	Date Bid Submitted	MBE/WBE Contractor
Prime Contractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
Subcontractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
Subcontractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
Subcontractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				

COPY THIS PAGE IF ADDITIONAL SUBCONTRACTORS ARE NEEDED

Owner receives from the Successful Bidder prior to issuing Notice to Proceed

ATTACHMENT A
CERTIFICATION OF COMPLIANCE WITH ANTI-LOBBYING ACT

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federally funded grant, the making of any federally funded loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federally funded contract, grant, loan or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

Owner Receives from the Successful Bidder Prior to issuing Notice to Proceed

ATTACHMENT B
CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature: _____ Date: _____

Name and Title of Signer: _____

AGENDA REPORT
City Council Meeting

TODAY'S DATE:	April 20, 2026
MEETING DATE:	May 6, 2026
TO:	Mayor Grimm, Sandpoint City Council members
FROM:	Jason Welker, Planning & Community Development Director
SUBJECT:	Big Belly Monster Wrap - Child Art Competition Results and Recommendation from the Arts, Culture and Historic Preservation Commission

Executive Summary

The Arts, Culture and Historic Preservation Commission reviewed 92 contest entries for the Big Bellied Monster public art competition and, at its April 14, 2026 meeting, voted unanimously to recommend submissions **No. 52** and **No. 49** as the two primary selections for installation. The Commission also recommended submissions No. 77 and No. 33 as alternates and identified **2nd Ave & Main** and **4th & Oak Street** as the preferred installation locations for the wrapped units.

Background

The Big Belly Monster Wrap contest invited children ages 4 through 12 to design an original monster-themed wrap for downtown Big Belly trash cans. Contest materials stated that two artist works would be selected and that each selected artist would receive a $150 stipend. Artwork was required to be original, in color, and incorporate the articulated mouth feature of the can design.

At its March meeting, the Commission narrowed the field to four finalists: submissions No. 77, No. 52, No. 49, and No. 33. At the April 14, 2026 meeting, the Commission reviewed the four finalists and voted to forward a recommendation to City Council.

Commission Recommendation

- Primary selections: Submission No. 52 and Submission No. 49.
- Alternates: Submission No. 77 and Submission No. 33.
- Preferred installation locations: 2nd Ave & Main and 4th & Oak St.

Analysis

Submission No. 52 presents a colorful floral design that translates well to a large-format wrap and would provide a bright, welcoming visual presence in the downtown core. Submission No. 49 offers a bold monster concept with strong color contrast and a playful articulated-mouth treatment that aligns closely with the contest theme. Together, the two selected designs provide visual variety while remaining kid-centered, accessible, and appropriate for public display.

The two alternate entries provide Council with a clear fallback if either selected artist is unable to proceed or if the artwork cannot be adapted for fabrication. The Commission's recommended locations - 2nd Ave & Main and 4th & Oak St. - are both visible downtown locations identified during the Commission's review of potential siting options.

Fiscal Considerations

Based on the contest materials, each selected artist is eligible for a $150 stipend. This report does not request any separate fiscal action beyond Council approval of the Commission's recommendation.

Recommended Motion

Move to approve Arts, Culture and Historic Preservation Commission recommendations for the Big Belly Monster Wrap child art competition by selecting submissions No. 52 and No. 49 for installation, designating submissions No. 77 and No. 33 as alternates, and authorizing use of the recommended installation locations at 2nd Ave & Main and 4th & Oak St.

Recommended Winning Entries



Figure 1. Recommended primary selection - Submission No. 52.



Figure 2. Recommended primary selection - Submission No. 49.

Preferred Installation Locations



Figure 3. Potential locations reviewed by the Commission, with 2nd Ave & Main and 4th & Oak St. recommended.

ARTS, CULTURE AND HISTORIC PRESERVATION COMMISSION MEETING MINUTES

April 14, 2026 at 8:30 AM

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

Call to Order

The meeting of the Sandpoint Arts, Culture and Historic Preservation Commission was called to order at 8:32 am on Tuesday, April 14th, 2026, by Chairwoman Susnis in the Council Chambers of City Hall.

Roll Call

PRESENT
Chair Ellen Susnis
Commissioner Rick Decker
Commissioner Kate McAlister
Commissioner William Valentine
Commissioner Carol Deaner

ABSENT
Commissioner Barry Burgess
Commissioner Darra Collison

STAFF PRESENT
Bill Dean and Jason Welker

Meeting Minutes Approval

1. March 10th, 2026, meeting minutes were approved as presented by the unanimous vote of Commissioners present.

   Motion made by Commissioner Deaner, Seconded by Commissioner McAlister.
   Voting Yea: Chair Susnis, Commissioner Decker, Commissioner McAlister, Commissioner Valentine, Commissioner Deaner

Financial Report

2. Sandpoint Urban Renewal Agency (SURA) Financial Report

   The latest financial information from the Sandpoint Urban Renewal Agency reflects the following for art fund balances:

   Downtown: $244,903.50 Northern: $134,465.69

   Silver Box Project: $18,315.22 (advanced to date) $3,684.68 (remaining)

Commission Business - Arts

3. Big Belly Monster Public Art Final Selection

   The Commission reviewed four finalist submissions (No. 77, 52, 49, and 33) selected from 92 total applications at the March meeting. The purpose of this discussion was to choose two final designs to recommend to City Council, along with two alternates. Commissioners also discussed potential installation locations.

After discussion, a motion was made and seconded to recommend submissions 52 and 49 to City Council as the primary selections, designate submissions 77 and 33 as alternates, and recommend installation locations at 2nd Ave & Main and 4th & Oak St.

Motion made by Commissioner McAlister, Seconded by Commissioner Deaner.
Voting Yea: Chair Susnis, Commissioner Decker, Commissioner McAlister, Commissioner Valentine, Commissioner Deaner

4. Streetlamp Banner Program Planning

The Commission discussed implementation of a streetlamp banner program using existing installed brackets. While SURA offered support for funding additional brackets, Director Welker recommended launching the program with existing infrastructure only due to installation workload and Parks Division capacity.

Additional discussion considered using two downtown archways for “Happy Birthday America” themed road-spanning banners.

A motion was made, seconded, and unanimously approved to utilize approximately 50 existing brackets along Cedar Street and N. First Avenue, issue an RFP for a summer banner design with a $250 artist stipend, and issue an RFP for a “Happy Birthday America” archway banner design with a $150 stipend (one design to be used for both archways).

Motion made by Commissioner Deaner, Seconded by Commissioner McAlister.
Voting Yea: Chair Susnis, Commissioner Decker, Commissioner McAlister, Commissioner Valentine, Commissioner Deaner

5. Cedar Street Public Art Planning and Discussion

The Commission reviewed the draft Request for Proposals (RFP) for the Cedar Street public art project included in the meeting packet. A motion was made and seconded to proceed with issuing the RFP by advancing it through the appropriate staff workflow.

Motion made by Commissioner McAlister, Seconded by Commissioner Valentine.
Voting Yea: Chair Susnis, Commissioner Decker, Commissioner McAlister, Commissioner Valentine, Commissioner Deaner

6. Silver Box Project 2026 Update

The Silver Box Project was discussed briefly. The Commission identified it as a priority project and emphasized expediting the RFP to meet a June installation timeline.

7. City Beach Basketball Court Mural Discussion

The Commission reviewed the City Beach basketball court mural area, as recommended by the Parks and Recreation Commission, consisting of two circular court sections totaling approximately 226 square feet.

Afte discussion, a motion was made and seconded to proceed with the mural project at the City Beach basketball courts in the designated areas, issue an RFP for artist selection, and set the artist stipend at $2,000 for design and installation. The motion passed unanimously.

Motion made by Commissioner Decker, Seconded by Commissioner Deaner.
Voting Yea: Chair Susnis, Commissioner Decker, Commissioner McAlister, Commissioner Valentine, Commissioner Deaner

8. ICF Arts Grant Application

Commissioners discussed a potential mural opportunity on a privately owned building adjacent to Jeff Jones Town Square, facing the fountain. The property owner expressed interest in commissioning a mural, and the existing bicycle public art installation may require relocation.

Because the site is outside SURA boundaries, alternative funding is needed. A motion was made to apply for an ICF Arts Grant to support the proposed mural project.

Motion made by Commissioner Deaner, Seconded by Commissioner Valentine.
Voting Yea: Chair Susnis, Commissioner Decker, Commissioner McAlister, Commissioner Valentine, Commissioner Deaner

Commission Business - Culture

Commission Business - Historic Preservation

9. Historic Walking Tour Brochure

   Chairwoman Susnis provided an update on the Historic Walking Tour Brochure, noting that final draft review and approval from Director Welker is required. Once approved, staff will obtain three printing quotes and proceed with procurement to support summer distribution. The project has a budget allocation of $9,000 through SURA.

10. CAMP 2026 - Historic Preservation Training

    The Commission discussed the upcoming CAMP (Commission Assistance and Mentoring Program) training hosted by the City of Coeur d'Alene on Friday, May 22. The training is free of charge. Chairwoman Susnis confirmed she is registered and encouraged participation. If attendance constitutes a quorum, appropriate public notice requirements will apply.

11. Commercial A Historic Preservation Update

    City Planner Bill Dean provided an update on ongoing work with the Planning and Zoning Commission regarding commercial zoning districts, including downtown and broader commercial areas throughout Sandpoint.

    Staff described the intent to finalize commercial zoning updates and historic preservation framework within the year, with additional refinement and test cases planned. It was noted that most downtown zoning work is nearing completion, while remaining work focuses on integrating commercial areas adjacent to residential neighborhoods and clarifying review thresholds for historic preservation oversight.

Commission Business - General

Chairwoman Susnis shared that she and commissioner Deaner evaluated locations in the SURA Northern District for future public art locations and plans to give a more detailed update next month.

Commissioners' Roundtable

Commissioner Decker is on the steering committee for Phase 3 Downtown Revitalization. He shared that he continues to advocate for planning/infrastructure for future public art.

Commissioner McAlister shared an opportunity for the city to collaborate with the Innovia Foundation to host and event called, "The Longest Table." The event focuses on bringing the community together for a social, community building potluck.

Adjourn

Meeting was adjourned at 9.47 am.

I presided over the meeting and can confirm that minutes, prepared by the Board Clerk and City Staff Liaison, were approved by the Arts Culture and Historic Preservation Commission during their regular meeting held on _____.

_____ _____

Elle Susnis, Chair Kami Omodt, Board Clerk

Sponsored by:

SANDPOINT

Sandpoint Arts, Culture & Historic Preservation Commission

stcu

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BIG BELLIED MONSTER PUBLIC ART CONTEST

33

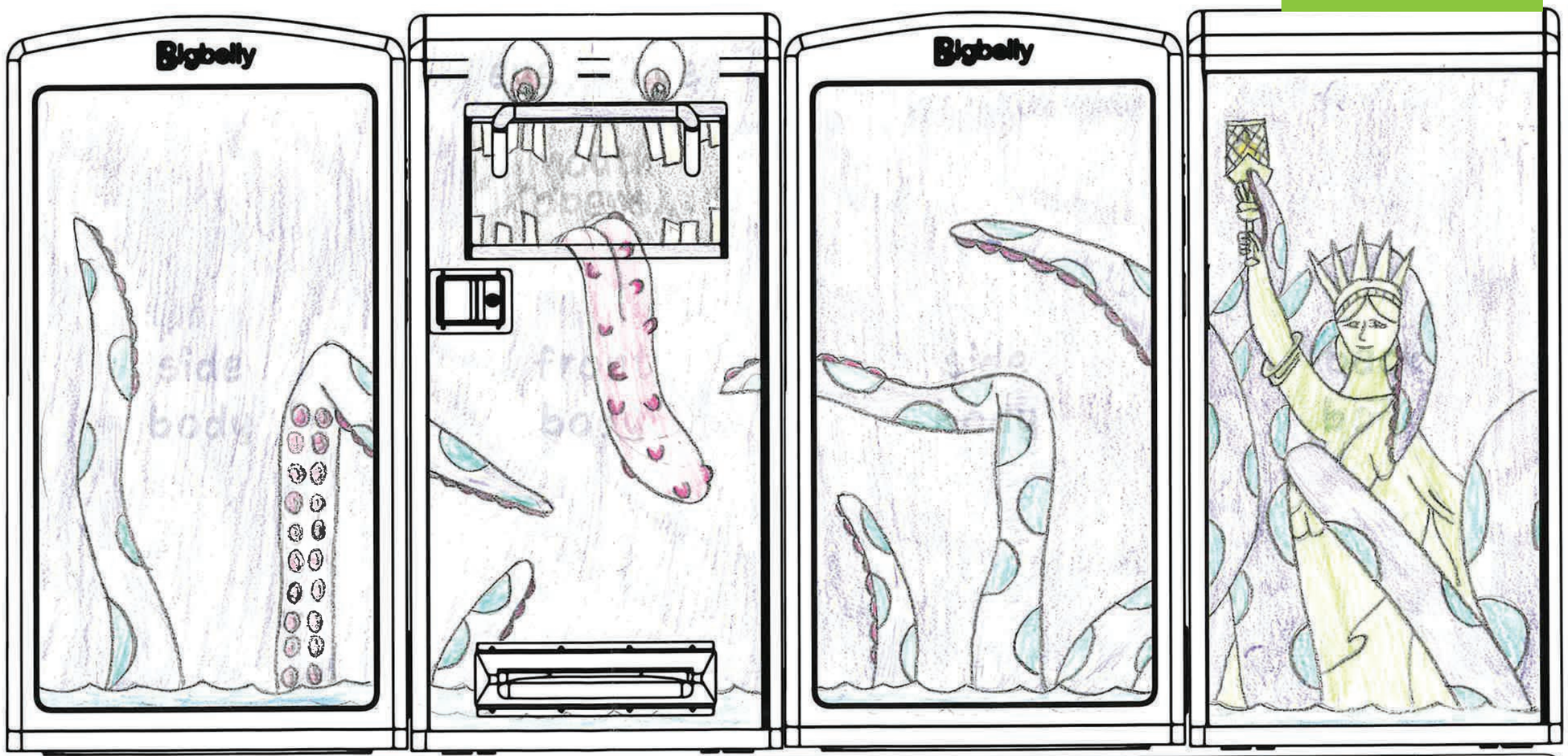
Two artists works will be selected. Each artist will have their artwork wrapped on a Big Bellied Trash Can in downtown Sandpoint and receive $150 artists stipend.

RULES:

- Ages 4yrs - 12 yrs.
- Contest runs from February 17 to March 31, 2025.
- Drop off design submission at City Hall (1123 Lake St.) by 5pm on March 31, 2025.
- Participation in the contest grants the City of Sandpoint permission of use of artwork.
- IMPORTANT: Design submission must have child's name, age, and parent's name, address/phone printed clearly on the BACK of submission.

ARTWORK CRITERIA:

- Must be in color.
- Must be original artwork.
- Design should incorporate articulated mouth feature.
- Tie to Sandpoint Character is encouraged.
- These criteria will be evaluated by a selection panel of ACHP Commissioners and STCU staff.



THE STORY OF MY MONSTER: The Lake Pend Oreille monster arose at City Beach to steal the Statue of Liberty and eat our trash.

For questions, please contact Jason Welker, Community Planning and Development director, 208-263-3370, jwelker@sandpointidaho.gov.

Sponsored by:

SANDPOINT

Sandpoint Arts, Culture & Historic Preservation Commission

stcu

THIS IS NOT AN LPOSD SPONSORED ACTIVITY

BIG BELLIED MONSTER PUBLIC ART CONTEST

49

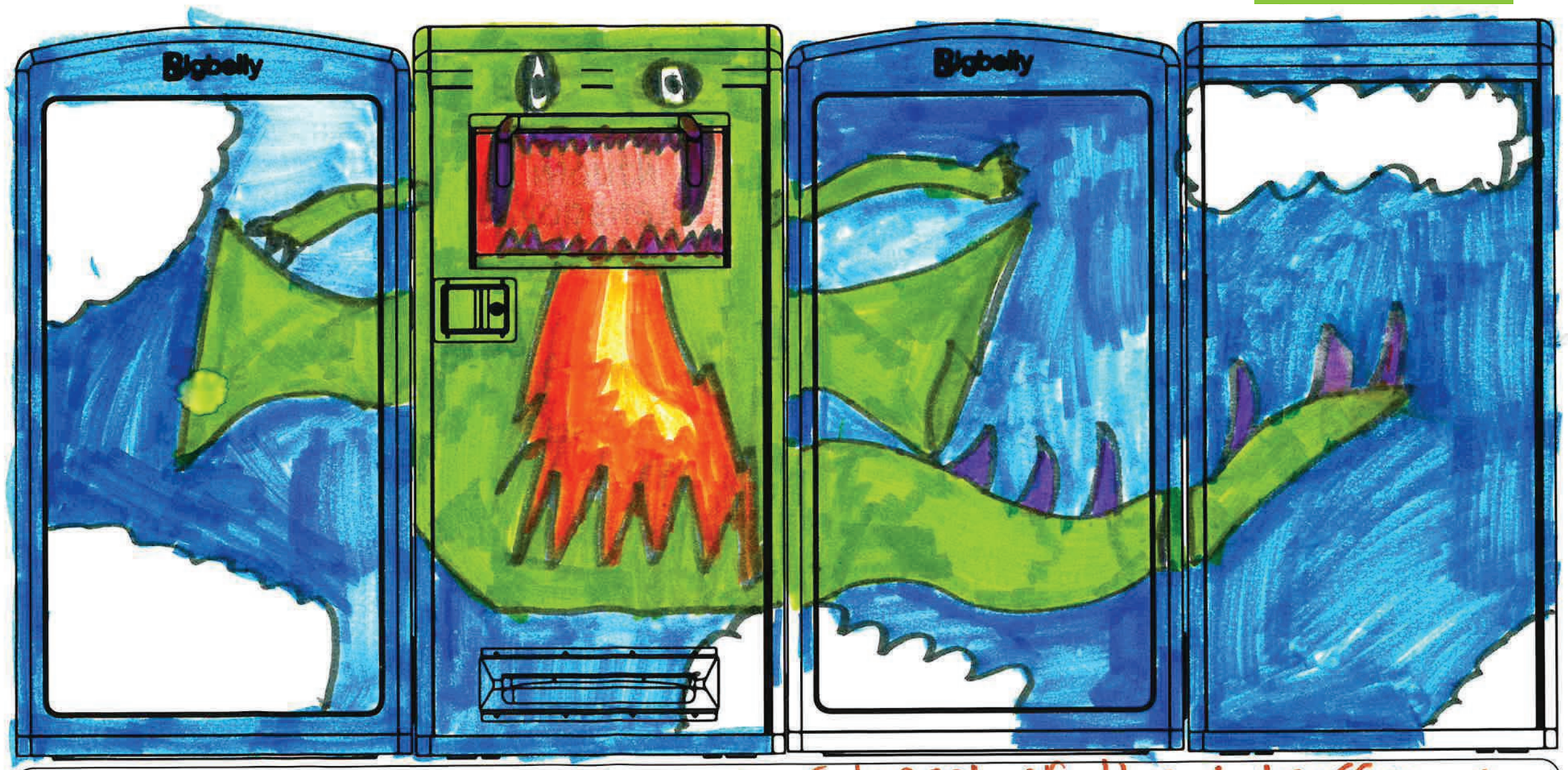
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THE STORY OF MY MONSTER: have you ever heard of the lochness monster in lake pend oreille, paddler? this is the lochness monsters brother, flygon.

For questions, please contact Jason Welker, Community Planning and Development director, 208-263-3370, jwelker@sandpointidaho.gov.

Sponsored by:

SANDPOINT

Sandpoint Arts, Culture & Historic Preservation Commission

stcu

THIS IS NOT AN LPOSD SPONSORED ACTIVITY

BIG BELLIED MONSTER PUBLIC ART CONTEST

52

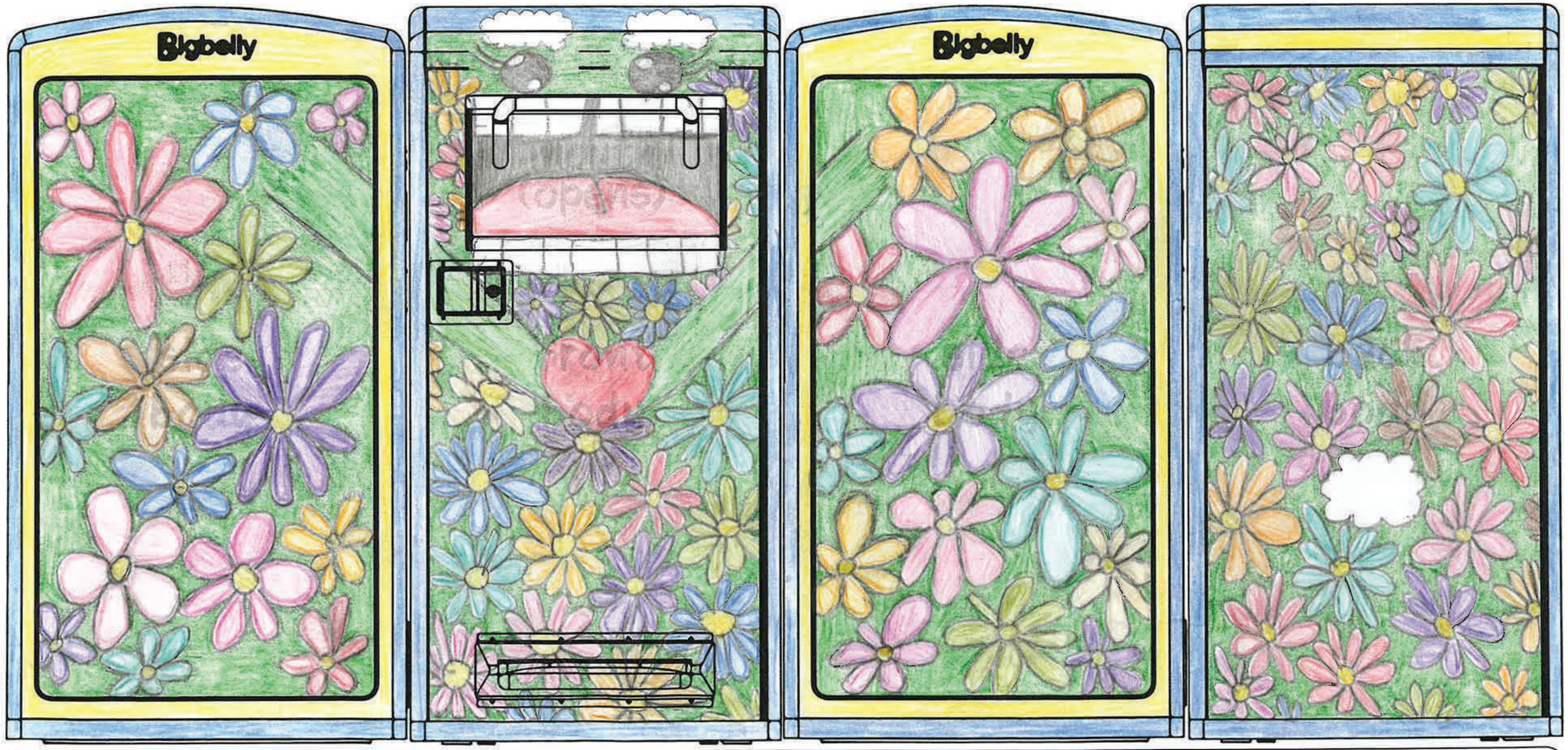
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- These criteria will be evaluated by a selection panel of ACHP Commissioners and STCU staff.



THE STORY OF MY MONSTER: Once upon a time there was a monster living in the wilds of Sandpoint. Her name was Flora and she was made of fresh green things, Love, Kindness, pretty flowers and fluffy white clouds. She always feels fantastic and wants all of Sandpoint to feel fantastic too!

For questions, please contact Jason Welker, Community Planning and Development director, 208-263-3370, jwelker@sandpointidaho.gov.

77

Sponsored by:

SANDPOINT

Sandpoint Arts, Culture & Historic Preservation Commission

stcu

THIS IS NOT AN LPOSD SPONSORED ACTIVITY

BIG BELLIED MONSTER PUBLIC ART CONTEST

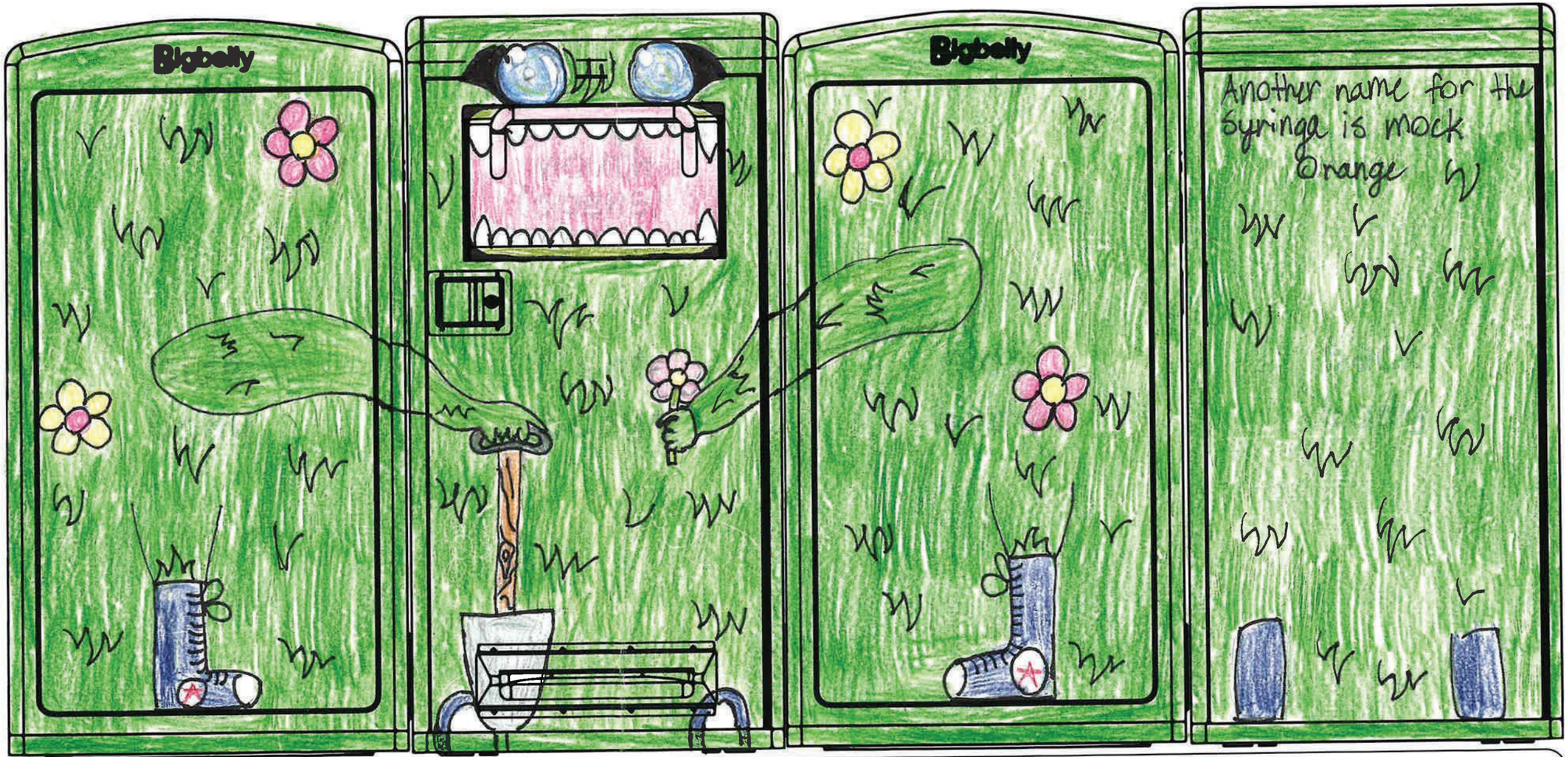
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- Design should incorporate articulated mouth feature.
- Tie to Sandpoint Character is encouraged.
- These criteria will be evaluated by a selection panel of ACHP Commissioners and STCU staff.



THE STORY OF MY MONSTER: One day in a small town called Sandpoint, in the state of Idaho, an entity of power decide that the Idaho state flower, the Syringa, needed a protector, a guardian of sorts. You see, animals were trampling the Syringa, and storms were ripping it to shreds. So, the entity created the protector, and named it The Guardian of the Syringa. The Guardian worked tirelessly, she planted more Syringa, she persuaded the animals to find another food source, and she sheltered it from the storms. Now, if you're wandering around the forest and you see a syringa, you will most likely see the Guardian

For questions, please contact Jason Welker, Community Planning and Development director, 208-263-3370, jwelker@sandpointidaho.gov

BIG BELLY MONSTER WRAP - POTENTIAL LOCATIONS



1ST & MAIN ST



4TH & OAK ST



3RD & OAK ST



1ST & MAIN ST



1ST & CEDAR ST



2ND & MAIN ST

AGENDA REPORT

City Council Meeting

TODAY'S DATE: April 15, 2026

MEETING DATE: May 06, 2026

TO: City Council

FROM: Cheryl Hughes, Central Services Director

SUBJECT: Approve Marsha's Snack Shack Lease A24-3620-1 Fourth Amendment

DESCRIPTION/BACKGROUND:

The City entered into Agreement No A24-3620-1 with Nick and Vanessa Watson for the lease of Marsha's Snack Shack in May 2024 for an initial term of one season and two, one season, options to extend. Nick and Vanessa Watson have been operating Marsha's Snack Shack from May thru Labor Day since May 2024 and this is the final one season extension under the original agreement. The Watson's has been able to operate this City Beach landmark and patron demand successfully and has been a true value to City Beach and the community.

The rent and utilities were increased 5% for this final season from 2025 rates. Facility rent will be $2,656.65 per month with May and September pro-rated for actual days utilizing and occupying the facility. Utilities charges will be $238.28 per month, again with May and September pro-rated based on actual days occupying the facility. This season the lease term will be 12 noon May 20, 2026 thru 12 noon on September 09. 2026. The intent is to open for business on Friday, May 22, 2026 and the last day will be Labor Day, Monday, September 07, 2026. Operating hours will be Monday thru Thursday from 11 am – 6 pm; Friday/Saturday from 11 am – 7 pm; and Sunday from 12 pm – 6 pm.

STAFF RECOMMENDATION:

Staff recommends City Council consider approving Marsha's Snack Shack Lease A24-3620-1 Fourth Amendment for the final one season extension for the lease of Marsha's Snack Shack at City Beach.

ACTION:

City Council to approve Marsha's Snack Shack Lease A24-3620-1 Fourth Amendment for the final one season extension for the lease of Marsha's Snack Shack at City Beach.

WILL THERE BE ANY FINANCIAL IMPACT? Yes – Revenue from Lease HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

- Proposed Resolution

- A24-3620-1 Nick and Vanessa Watson Marsha's Snack Shack Lease
- A24-3620-1 Nick and Vanessa Watson Marsha's Snack Shack Lease – First Amendment
- A24-3620-1 Nick and Vanessa Watson Marsha's Snack Shack Lease – Second Amendment
- A24-3620-1 Nick and Vanessa Watson Marsha's Snack Shack Lease – Third Amendment
- A24-3620-1 Nick and Vanessa Watson Marsha's Snack Shack Lease – Fourth Amendment (signed)

No: 26-
Date: May 6, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AGREEMENT WITH NICK AND VANESSA WATSON FOR MARSHA'S SNACK SHACK AT CITY BEACH - FOURTH AMENDMENT (CITY AGREEMENT #A24-3620-1)

WHEREAS: The City entered into Lease Agreement No. A24-3620-1 in May 2024 with Nick and Vanessa Watson for the operation of Marsha's Snack Shack at City Beach for an initial term of one season, with two optional one-season extensions;

WHEREAS: Nick and Vanessa Watson have successfully operated Marsha's Snack Shack from May through Labor Day since May 2024, providing valued services to patrons and contributing positively to the City Beach experience and the community;

WHEREAS: The current proposed amendment represents the final one-season extension permitted under the original agreement;

WHEREAS: The Watsons have demonstrated reliable and effective management of this City Beach landmark, meeting patron demand and enhancing the recreational environment;

WHEREAS: For the 2026 season, rent and utility rates have been increased by five percent (5%) from the 2025 rates, with facility rent established at $2,656.65 per month and utilities at $238.28 per month, both to be prorated for the months of May and September based on actual occupancy;

WHEREAS: The lease term for the 2026 season shall commence at 12:00 noon on May 20, 2026, and terminate at 12:00 noon on September 9, 2026, with the intent to operate from Friday, May 22, 2026, through Labor Day, Monday, September 7, 2026; and

WHEREAS: The operating hours for the 2026 season shall be Monday through Thursday from 11:00 a.m. to 6:00 p.m., Friday and Saturday from 11:00 a.m. to 7:00 p.m., and Sunday from 12:00 p.m. to 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED THAT: On behalf of the City, the Mayor or his designee is authorized to execute the Fourth Amendment Agreement referenced herein (City Agreement No. A24-3620-1), a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Meri Jane Bohn, City Clerk

SANDPOINT

City of Sandpoint
1123 Lake Street
Sandpoint, Idaho 83864

A24-3620-1 FOURTH AMENDMENT

Date:	**April 01, 2026**
Agreement Title:	**A24-3620-1 – Lease Agreement – Marsha's Snack Shack**
Agreement Execution Date:	**May 15, 2024**
Department:	**Community Planning & Development**
Lessee:	**Nick and Vanessa Watson**
Lessee Address:	**PO Box 1603, Sandpoint, Idaho 83864**

This Fourth Amendment to Agreement A24-3620-1 shall become part of the original Agreement.

1. **Section II – TERM AND REVERSION:** shall be amended to extend the Agreement one additional and final season as outlined in the original Agreement beginning 12 Noon local time on May 20, 2026 through 12:00 Noon local time on September 09, 2026.

2. **Section III – CONSIDERATION:** Rent and Utilities shall be amended as follows:

    a. Monthly Facility Rent shall be $2,656.65 per month except for May and September, which Facility Rent shall be:
        i. Lessee shall pay prorated Facility Rent in the amount of $9996.25 for period May 20 @ 12 noon - May 31, 2026. This is calculated at 11.5 days @ $86.63 per day. This shall be paid to Lessor no later than May 19, 2026.
        ii. Lessee shall pay prorated Facility rent in the amount of $736.36 for period September 01 – September 09, 2026 @ 12 noon, totaling 8.5 days @ $86.63 per day. This shall be paid to Lessor no later than September 19, 2026.

    b. Monthly Utilities shall be $238.28 per month except for May and September, which Utilities shall be:
        i. Lessee shall pay prorated Utilities in the amount of $89.35 for period May 20 @ 12 noon – May 31, 2026. This is calculated at 11.5 days @ $7.77 per day. This shall be paid to Lessor no later than May 19, 2026.
        ii. Lessee shall pay prorated Utilities in the amount of $66.05 for period September 01 – September 09, 2026 @ 12 noon, totaling 8.5 days @ $7.77 per day. This shall be paid to Lessor no later than September 09, 2026

3. **Section VII – MISCELLANEOUS:** shall be amended as follows:
    a. Lessee's hours of operation for 2026 Season shall be as follows:
        i. Monday – Thursday: 11 am – 6 pm
        ii. Friday-Saturday: 11 am – 7 pm
        iii. Sunday: 12 pm – 6 pm

    First day of Marsha's Snack Shack operations for 2026 Season will be May 22, 2026 and last day of operations will be September 07, 2026.

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

City of Sandpoint

Jeremy Grimm
Mayor

Date

Nick Watson

Nick Watson (Apr 15, 2026 13:30:16 PDT)

04/15/26

Date

Vanessa Watson

Vanessa Watson (Apr 15, 2026 11:58:55 PDT)

04/15/26

Date

DocuSign Envelope ID: 9BD04117-9C20-445A-90E2-00E893E6F1A1

LEASE AGREEMENT
CITY OF SANDPOINT AND NICK AND VANESSA WATSON

The CITY OF SANDPOINT, a municipal corporation of the State of Idaho, hereinafter referred to as the "Lessor" does hereby convey by lease unto Nick and Vanessa Watson, husband and wife, hereinafter referred to as "Lessee", a certain parcel of real property owned by Lessor, situated in the City of Sandpoint, Bonner County, Idaho, for the exclusive possession, use, and occupancy thereof by the Lessee, subject to the considerations, covenants, restrictions, and agreements hereinafter set forth.

I
PREMISES LEASED

The premises leased include Marsha's Snack Shack located within City Beach Park at 58 Bridge Street in Sandpoint, Idaho for Concessions Services as identified in Exhibit A – Location, attached hereto for reference.

II
TERM AND REVERSION

The term of this Lease shall begin at 8:00 AM Pacific Time on May 17, 2024 and terminate at 12:00 PM Pacific Time on September 06, 2024. The leased premises shall revert to Lessor in its entirety for all dates and times prior to and after those identified within this Lease Agreement.

The initial term of this Lease as described above is for one (1) season. This Lease may be extended for two, one season renewals upon a written request by Lessee 90 days prior to May 01, 2025 with rent and utilities costs negotiated for each renewal and a signed Amendment to this Lease Agreement is signed by both Parties. No guarantee the rent or utilities amounts will remain the same for subsequent renewals beginning with the 2025 renewal. The Lessor may deny the request for renewal if the parties cannot agree on costs of rent and utilities as discussed above.

III
CONSIDERATION

The Lessee, shall, in consideration thereof, pay unto Lessor as follows: $2,000 per month for facility rent and $150.00 per month for utilities – electric, water, sewer, and wi-fi.

Lessee shall pay a prorated rent amount of $986.30 for 15 days @ 65.75 per day. This shall be paid to the Lessor upon execution of this Lease.

Lessee shall pay a prorated utilities amount of $73.95 for 15 days @ $4.93 per day. This shall be paid to the Lessor upon execution of this Lease.

Final September 2024 rent and utilities will be paid within 10 days after exiting facility but no later than September 16, 2024. Final September rent and utilities will be calculated based on occupancy days and prorated @ $65.75 per day for rent and $4.93 per day for utilities.

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Future payments:

Lessee shall deliver payment to Lessor on the 1st of each month and no later than the 10th of the month to the following address:

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

Payments not received by 5:00 PM on the 10th of the month shall incur a late fee of $25.00.

IV
INSURANCE

Lessee shall provide proof of general liability insurance pursuant to Idaho Code §6-924 with a company authorized to do business within the State of Idaho, insuring the public against any loss or damage which may result to any person or persons, or any damage to property, arising from the operation and use of the premises by the Lessee. Said insurance policy shall name the Lessor as an additional insured. A Certificate of Insurance shall be provided to the Lessor by Lessee prior to the commencement of the occupation and use of said premises by Lessee. Such policy, plan, and contract, or insurance shall, at all times be kept in full force and effect during the term of this Lease. Said insurance policy shall provide liability insurance of not less than One Million Dollars ($1,000,000.00) per Occurrence and Two ($2,000,000) Million Dollars Aggregate naming Lessor as Additional Insured.

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

The Lessee specifically acknowledges that Lessor does not maintain and shall not maintain any fire, casualty, hazard, or liability insurance whatsoever to protect the Lessee's contents or equipment. Lessor will maintain insurance coverage for the structure and Lessor owned equipment.

V
MAINTENANCE

Lessee is responsible for the general clean-up of the facility, both interior and exterior on a daily basis. This includes, but is not limited to, the following:

1. Picking up and removal of trash, placement of all collected trash in dumpster at City Beach;
2. Cleaning and sanitizing of Snack Shack restroom and ensuring restrooms are locked and secured at the end of each day of operations.
3. Empty and clean grease traps and filters.
4. Keep floors swept and mopped in kitchen and storage areas.
5. Keep kitchen equipment cleaned and sanitized.
6. Keep freezers and refrigerators cleaned.
7. Keep outdoor seating areas cleaned.

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Lessee is to notify Lessor immediately if any safety issues have been found and need to be addressed as it relates to the building and/or building systems, such as plumbing, electrical, or air conditioning.

VI
GENERAL RULES

1. Lessee is expected to adhere to all signs posted at City Beach.

2. Temporary signs may be posted with written permission from Lessor and must be removed at the conclusion of Lessee's Lease. Temporary signs may not be placed over or obstruct any permanently affixed signs or cause any damage to the interior or exterior of the structure.

3. Lessor will grant Lessee permission to paint the interior of the building with Lessor's prior approval of the paint color(s). No stenciling or painted signs will be allowed.

4. No interior or exterior building modifications, including, the landscape, near or around the building is allowed unless prior written approval provided by Lessor. If approved, costs are the responsibility of the Lessee. The building structure will be surrendered to Lessor, including any approved modifications made by Lessee without any financial reimbursement by the Lessor.

5. Any community engagement in the form of events, activities – movie nights, live musical performances, etc. will require a Special Events Permit. Lessee shall submit an application to Lessor for any planned events or activities and be issued a permit. Lessee shall obtain all required special licensing (ie; public movie licensing, music licensing, etc.) for applicable events or activities.

6. Lessee may have a small retail space within the building as identified in Exhibit B - Photos, attached hereto for reference. Lessee shall not place any displays outside the identified area or outside the building.

VII
MISCELLANEOUS

1. Fixtures and existing equipment. Lessor shall be responsible for replacing or repairing any existing fixtures, Lessor owned equipment, and building systems. Lessor owned equipment attached hereto for reference as Exhibit C. Lessee will be responsible for all other equipment.

2. Wi-fi will be available. If dedicated internet is needed, Lessee will be responsible for contacting provider for set up and connection and responsible for payment of cost for installation and monthly fees. Lessee to have service disconnected upon vacating premises.

3. Lessee's hours of operations for 2024 Season shall be as follows:
    a. Monday thru Thursday, 11 AM – 6 PM
    b. Friday and Saturday, 11 AM – 8 PM
    c. Closed Sunday

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These hours of operation will be part of negotiations between Lessee and Lessor for renewals as outlined in Section II – Term and Reversion.

First day of Snack Shack operations for 2024 Season is scheduled for Friday, May 24, 2024.

4. Lessee shall obtain all required Federal, State, and Local licenses, as applicable, for Snack Shack operations, including but not limited to City of Sandpoint Business License and Bonner County required food handling licenses and permits.

5. City reserves the right to hire food trucks and various vendors for Special events with the understanding that every attempt will be made to ensure items for sale do not conflict with those being sold in Marsha's Snack Shack.

6. Lessor has the right to inspect premises at any time, for any reason, and shall provide Lessee 24 hours' notice of such inspection.

7. Lessor to provide proper employee training in food handling, equipment handling and maintenance, safety, emergency preparedness, and any other training necessary to ensure safety to employees and the public.

8. Lessee will provide pest control as needed and consult with Lessor prior to application of any pesticide outside the facility.

9. Two sets of keys will be provided to Lessee. Lessee shall return both sets of keys at final inspection. Any lost keys will result in a $50.00 fee per set. If leys are lost or stolen, Lessee shall be responsible for reimbursement of costs to Lessor for re-keying locks plus a 10% Administrative fee.

VIII
PARKING

Parking is available in the parking lot located at City Beach. No special or assigned parking will be extended as part of this Lease. Lessee to ensure they are parking in designated, allowed parking spaces. Lessor will not waive any violations received as a result of not parking in designated spaces.

IX
ASSIGNMENT

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

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XI
HOLD HARMLESS

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

XI
DEFAULT

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

XII
TERMINATION

The Lessor may terminate this Lease for any reason with 14 days' written notice to Lessee. At the end and conclusion of the term of this Lease, including termination by Lessor or an uncured default as set forth in Section XI above, Lessee shall vacate the above-described premises and shall ensure that all the property of the Lessee, its members, officers, agents, and employees are removed from the above-described premises. Lessor shall not be required to give any notice of termination or expiration of the term of this Lease nor take any action whatsoever prior to reentering and occupying said premises at the termination of this Lease. Lessee shall surrender said premises in good condition, without damage or waste, except for normally expected wear and tear. Lessee agrees to pay Lessor an additional $75.00 per day for each day lessee has failed to fully vacate the site after 4 calendar days at the expiration or termination of this Lease.

Upon final walk-through inspection with Lessee, any damage to the facility caused by Lessee, not considered normal wear and tear, will be the responsibility of Lesse to repair. Lessee shall work with Lessor on timeline for such repairs and Lessor must be aggregable to that timeline. If Lessee fails to repair any damage within the timeline agreed upon, Lessor will make repairs and bill Lessee for cost of repairs and an additional 10% for Administrative fees.

XIII
LIEN, DEBT AND INDEBTEDNESS PROHIBITED

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

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XIV
ATTORNEY FEES

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

XV
JURISDICTION AND VENUE

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

XVI
ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations and proposed agreements, written or oral. The Parties acknowledge and warrant that neither they, nor their respective agents or attorneys, have made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement to induce the execution of this Agreement. Each Party acknowledges and warrants that they have not relied on any promise, representation, or warranty not contained in this Agreement in entering into this Agreement. Any promise, representation, or warranty that is not specifically contained in this Agreement will not be valid or binding on the Parties.

XVII
MODIFICATION OF AGREEMENT

Any modifications of this Agreement must be in writing and must be signed by the Parties/each Party affected by the modification.

XVIII
NOTIFICATIONS

The legal address for all written notifications to the Parties under this Lease Agreement shall be as follows:

Lessor:
City of Sandpoint
City Clerk
1123 Lake Street
Sandpoint, Idaho 83864

Lessee:
Nick and Vanessa Watson
87 Hanson Court
Dover, Idaho 83825

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XIV
TIME IS ESSENCE

Time is of the essence of this Lease.

IN WITNESS WHEREOF, the Parties have agreed to all the terms of this Lease Agreement as written and as executed with signatures below, effective May 17, 2024.

CITY OF SANDPOINT

By: DocuSigned by: 1029BEA1346841E... 5/15/2024

Name: Jeremy Grimm

Title: Mayor

NICK AND VANESSA WATSON

By: DocuSigned by: Nick Watson 597F100B163649F... 5/15/2024

Name: Nick Watson

Title: Owner

By: DocuSigned by: Vanessa Watson 00DF15F2074043A...

Name: Vanessa Watson

Title: Manager

DESIGNATED REPRESENTATIVE FOR LESSEE:

Name: Nicholas Watson
Title: Owner
Email Address: Mtnlifeco@gmail.com
Mailing Address: PO Box 1603
Sandpoint, ID 83864
Phone Number: 530-414-3513

DESIGNATED REPRESENTATIVE FOR CITY OF SANDPOINT:

Name: Cheryl Hughes
Title: Grants, Contracts, and Procurement Manager
Email Address: chughes@sandpointidaho.gov
Mailing Address: 1123 W. Lake St.
Sandpoint, ID 83864
Phone Number: (208) 255-2657

EMERGENCY CONTACTS:
Lessor - Austin Hull: (208) 610-4453
Lessee - Vanessa Watson: (860) 983-1165

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EXHIBIT A
LOCATION





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EXHIBIT B
PHOTOS





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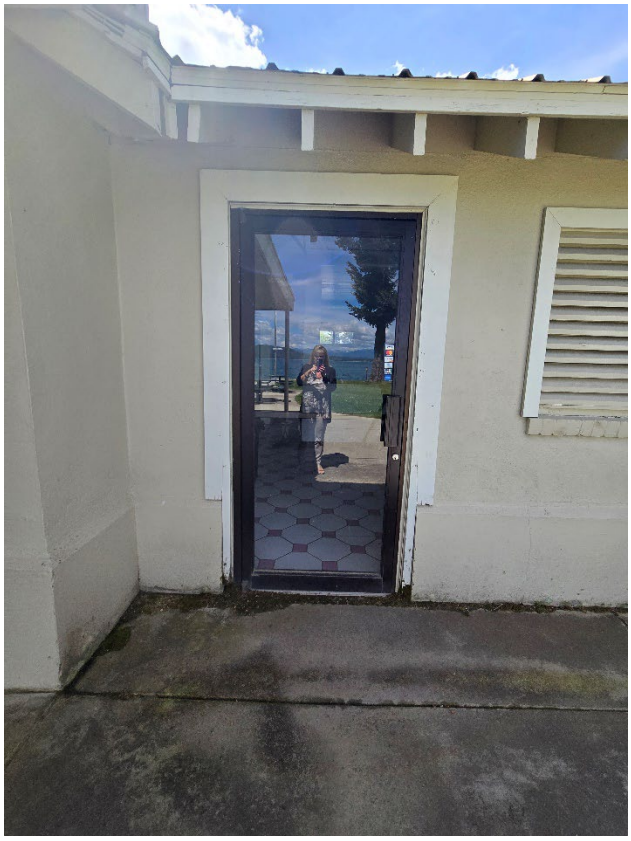
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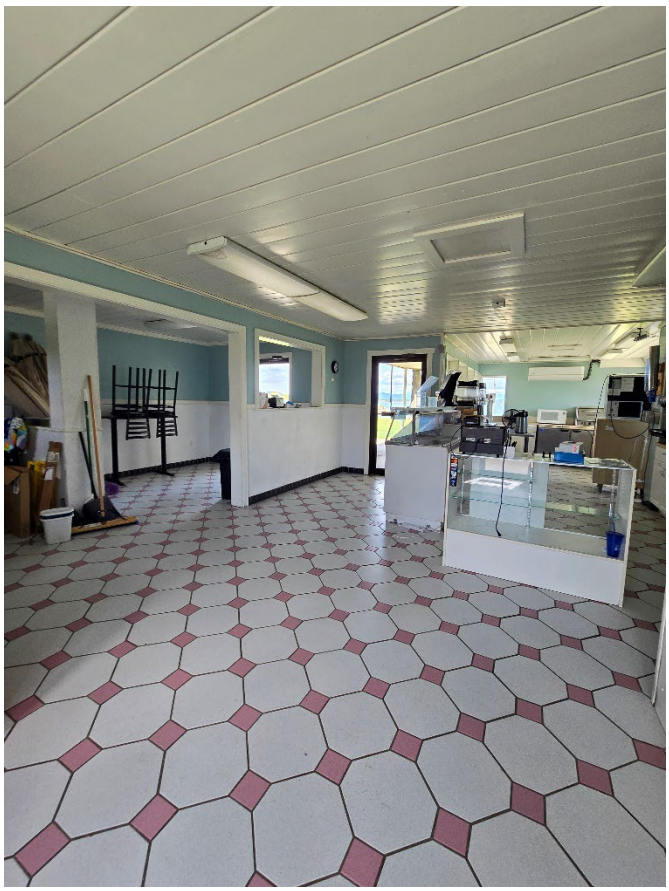
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PICTURE ABOVE IS PERMITTED RETAIL SPACE LOCATION

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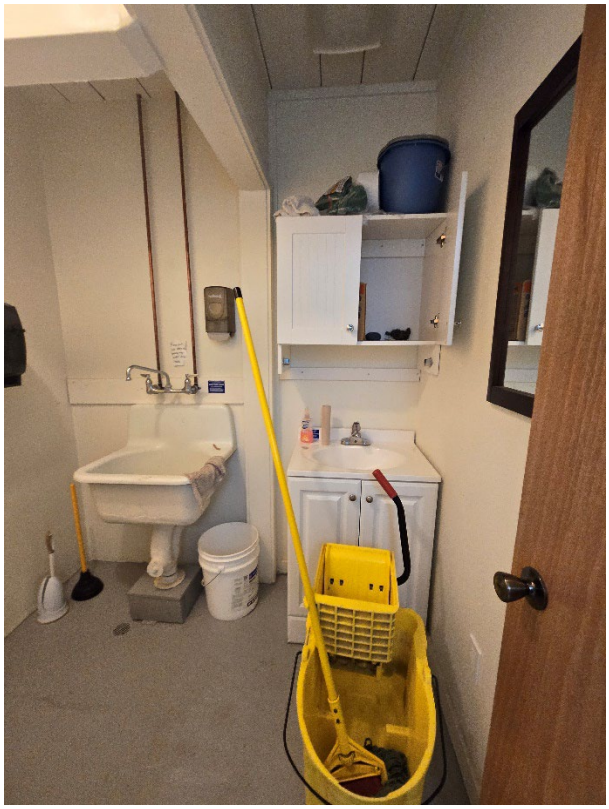


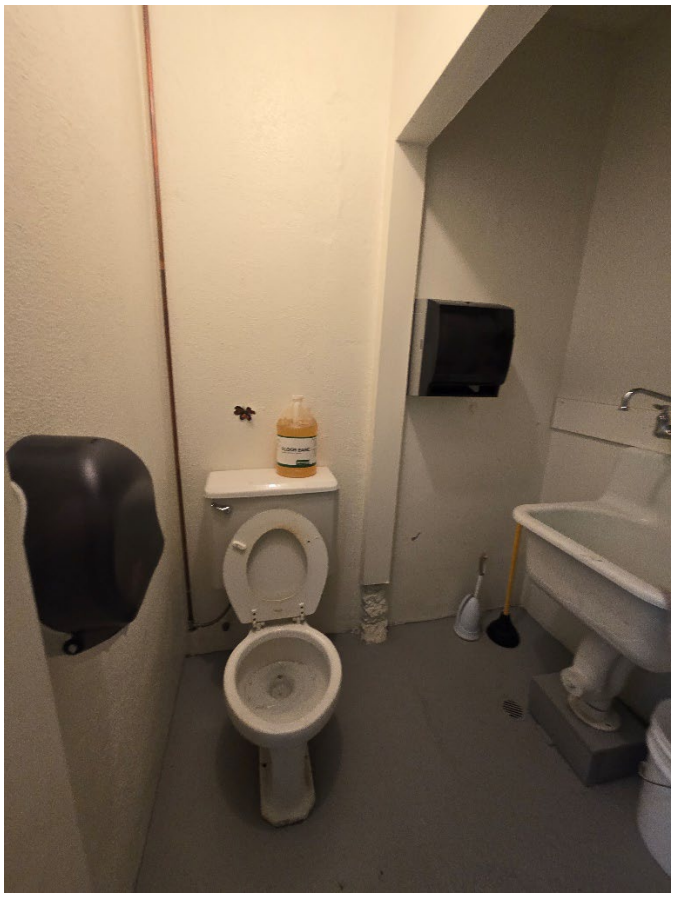
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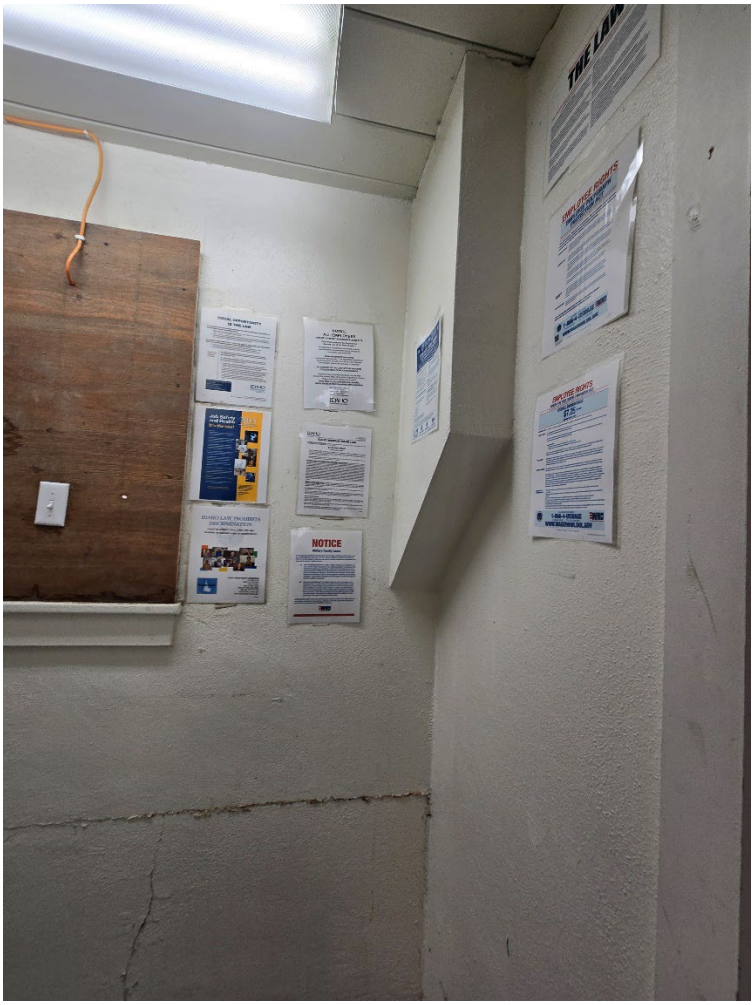
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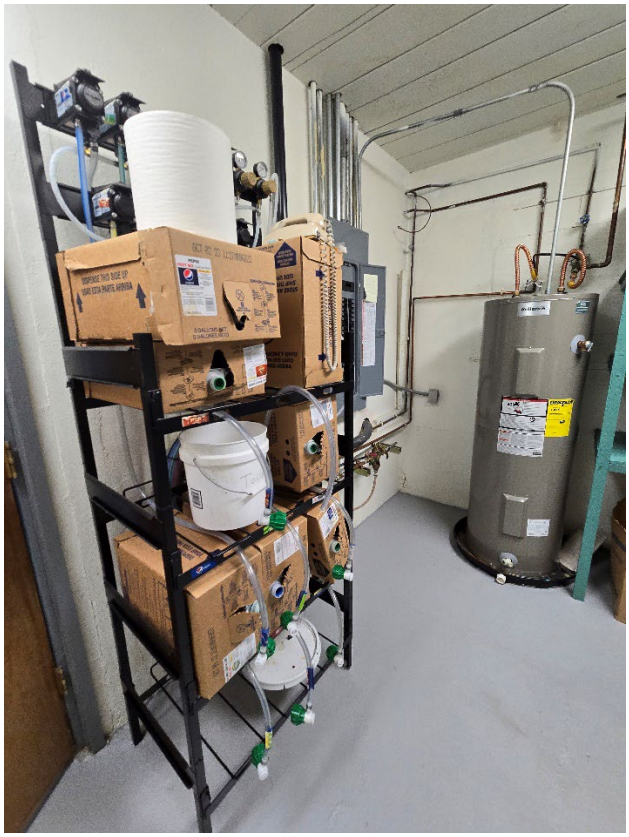


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EXHIBIT C

CITY OWNED EQUIPMENT LIST

City owned equipment within Marsha's Snack Shack. Please note this is not an exhaustive list of all City owned property within the building and is a list of larger and specialty equipment.

1. Shaved Ice Machine
2. Microwave
3. Two Freezers
4. Stainless Steel Refrigerator
5. Soda Machine
6. Pretzel and Cheese Heater
7. Two Commercial Slushy Machines
8. Small Oven
9. Hot Dog Cooker
10. Table and Chairs
11. Four outside picnic tables and patio
12. No Heater
13. Mini-Split Air Conditioner
14. Ice Cream Freezer
15. Money Vault
16. Two stand-up water/soda/power aid machines

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City of Sandpoint
1123 Lake Street
Sandpoint, Idaho 83864

CONTRACT A24-3620-1 FIRST AMENDMENT

Date:	**February 19, 2025**
Agreement Title:	**A24-3620-1 – Lease Agreement – Marsha's Snack Shack**
Agreement Execution Date:	**May 15, 2024**
Department:	**Community Planning & Development**
Lessee:	**Nick and Vanessa Watson**
Lessee Address:	**PO Box 1603, Sandpoint, Idaho 83864**

This First Amendment to Agreement A24-3620-1 shall become part of the original Agreement.

1. **Section II – TERM AND REVERSION:** shall be amended to extend the Agreement one additional season beginning 12 Noon PST on May 16, 2025 through 12:00 Noon PST on September 12, 2025.
2. **Section III – CONSIDERATION:** shall be amended as follows:

    a. Rent: Lessee shall pay $2,500 per month for facility rent and $225.00 per month for utilities – electric, water, sewer, and Wi-Fi.
    b. Lessee shall pay a prorated rent amount of $1,174.10 for 15.5 days @ $82.20 per day. This shall be paid to the Lessor no later than May 01, 2025.
    c. Lessee shall pay a prorated utilities amount of $114.70 for 15.5 days @ $7.40 per day. This shall be paid to the Lessor no later than May 01, 2025.
    d. Final September 2025 rent and utilities will be paid within 10 days after exiting the facility but no later than September 18, 2025. Final September rent and utilities will be calculated based on occupancy days and prorated @ $82.20 per day for rent and $7.40 per day for utilities.

3. **Section VII – MISCELLANEOUS:** shall be amended as follows:
    a. Lessee's hours of operation for 2025 Season shall be as follows:
        i. Monday – Thursday: 11 am – 6 pm
        ii. Friday-Saturday: 11 am – 7 pm
        iii. Sunday: 12 pm – 5 pm

    First day of Marsha's Snack Shack operations for 2025 Season will be May 23, 2025 and last day of operations will be September 06, 2025.

Docusign Envelope ID: 12A65562-E580-4418-8599-9D6DA096E3C3

b. **Section VIII – PARKING:** shall be amended as follows:
   i. Lessee will be provided a temporary sign that will provide Lessee with one parking space in front of Marsha's Snack Shack. Lessor does not guarantee space will be available. Lessee is responsible for ensuring that Lessee is parked in designated, allowed parking spaces and Lessor will not waive any violations received as a result of not parking in allowed spaces.

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

City of Sandpoint

DocuSigned by:
1029BEA1346341E...
2/19/2025

Jeremy Grimm Date
Mayor

Nick Watson

Signed by:
597E100B163649F...
2/27/2025

Date

Vanessa Watson

Signed by:
Vanessa Watson
90DF15F2074043A...
2/27/2025

Date

SANDPOINT
City of Sandpoint
1123 Lake Street
Sandpoint, Idaho 83864

CONTRACT A24-3620-1 SECOND AMENDMENT

Date:	**May 07, 2025**
Agreement Title:	**A24-3620-1 – Lease Agreement – Marsha's Snack Shack**
Agreement Execution Date:	**May 15, 2024**
Department:	**Community Planning & Development**
Lessee:	**Nick and Vanessa Watson**
Lessee Address:	**PO Box 1603, Sandpoint, Idaho 83864**

This Second Amendment to Agreement A24-3620-1 shall become part of the original Agreement.

1. **Section II – TERM AND REVERSION:** shall be amended to extend the Agreement one additional season beginning 12 Noon PST on May 12, 2025 through 12:00 Noon PST on September 12, 2025.
2. **Section III – CONSIDERATION:** shall be amended to add the following fees as a result of beginning the term on May 12, 2025, 4.5 days earlier than the First Amendment date of May 16, 2025, totaling an added $403.20 to the May rent and utilities:

    a. Lessee shall pay a prorated rent amount of $369.90 for 4.5 days @ $82.20 per day. This shall be paid to the Lessor no later than May 15, 2025.
    b. Lessee shall pay a prorated utilities amount of $33.30 for 4.5 days @ $7.40 per day. This shall be paid to the Lessor no later than May 15, 2025.

3. **Section VII – MISCELLANEOUS:** shall be amended as follows:
    a. Lessee's hours of operation for 2025 Season shall be as follows:
        i. Monday – Thursday: 11 am – 6 pm
        ii. Friday-Saturday: 11 am – 7 pm
        iii. Sunday: 12 pm – 5 pm

        First day of Marsha's Snack Shack operations for 2025 Season will be May 16, 2025 and last day of operations will be September 06, 2025.

    b. **Section VIII – PARKING:** shall be amended as follows:
        i. Lessee will be provided a temporary sign that will provide Lessee with one parking space in front of Marsha's Snack Shack. Lessor does not guarantee space will be available. Lessee is responsible for ensuring that Lessee is parked in

designated, allowed parking spaces and Lessor will not waive any violations received as a result of not parking in allowed spaces.

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

City of Sandpoint

Jeremy Grimm 05/07/25
Jeremy Grimm (May 7, 2025 15:43 PDT)

Jeremy Grimm — Date
Mayor

Nick Watson

Nick Watson 05/07/25
Nick Watson (May 7, 2025 11:24 PDT)

Date

Vanessa Watson

Vanessa Watson (May 7, 2025 11:30 PDT) 05/07/25

Date

SANDPOINT

City of Sandpoint
1123 Lake Street
Sandpoint, Idaho 83864

CONTRACT A24-3620-1 THIRD AMENDMENT

Date:	**May 13, 2025**
Agreement Title:	**A24-3620-1 – Lease Agreement – Marsha's Snack Shack**
Agreement Execution Date:	**May 15, 2024**
Department:	**Community Planning & Development**
Lessee:	**Nick and Vanessa Watson**
Lessee Address:	**PO Box 1603, Sandpoint, Idaho 83864**

This Third Amendment to Agreement A24-3620-1 shall become part of the original Agreement.

a. **Section III – CONSIDERATION:** will be revised to correct a calculation error in the First Amendment as follows:
   i. The prorated rent will be adjusted from $1,174.10 to **$1,274.10** to accurately reflect 15.5 days at $82.20 per day.
   ii. The total prorated amount due, as reflected in the First Amendment, will be updated to **$1,388.80**, which includes both rent and utilities.

b. **Section III – CONSIDERATION:** will be revised to correct a correction in the number of days referenced in the Second Amendment as follows:
   i. The prorated rent will be recalculated for 4 days at $82.50 per day instead of 4.5 days. The corrected prorated rent will be **$328.80**.
   ii. The prorated utilities amount will be recalculated for 4 days at $7.40 per day instead of 4.5 days. The corrected prorated utilities cost will be **$29.60**.
   iii. The total prorated amount due, as reflected in the Second Amendment, will be updated to **$358.40**, including both rent and utilities.

c. **Section III – CONSIDERATION:** will show the balance due as follows:
   i. The corrections made in the First and Second Amendments result in a total balance owed of **$1,747.20.**
   ii. A payment of $1,288.80 has been received.
   iii. The remaining balance owed to the City of Sandpoint is **$458.40**, which will cover the rent and utilities as outlined in the First and Second Amendments and this balance is due not later than May 21, 2025.

A21-1920-1
THIRD AMENDMENT

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

City of Sandpoint

Cheryl Hughes 05/13/2025

Cheryl Hughes Date
Central Services Director

Nick Watson

05/16/2025

Date

Vanessa Watson

05/27/2025

Date

AGENDA REPORT

City Council Meeting

TODAY'S DATE: April 28, 2026

MEETING DATE: May 6, 2026

TO: MAYOR AND CITY COUNCIL

FROM: Rachel McKinley, Project Manager

SUBJECT: Award A26-3170-6 to Interstate Concrete & Asphalt Co. for Division Avenue Corridor Improvement Project - Phase 2

BACKGROUND/ DESCRIPTION:

On April 1, 2026, staff provided a project update for the Division Avenue Corridor Improvement Phase 2 project to City Council. (For more background information, please refer to the associate staff report).

The Division Avenue Corridor Improvement Phase 2 project is picking up where Phase 1 left off at Superior Street and continuing the following improvements to Pine Street:

- 6ft wide sidewalk
- 5 to 6 ft wide planter strip (snow storage)
- Curb & gutter
- ADA-compliant curb ramps
- Narrowing width of existing driveways
- Plant street trees

The project, Bid No. 26-3170-1, was bid in accordance with Idaho Code 67 -2805. On April 21, 2026, one (1) sealed bid was received in accordance with Idaho Code § 67-2805(2). The lowest, responsible and responsive bidder was Interstate Concrete & Asphalt Company, with a total Bid amount of $351,142.00 that was also the only bid received. Bid tab summary is attached for reference.

Construction is anticipated to start after school is out of session, last 8 weeks, and be completed by the end of July 2026. Adjacent property owners have been notified and will continue be notified with project updates prior to and during construction. Project information is available on the City's website (see link to project page below).

This construction project is funded by the 2024 Local Children Pedestrian Safety (CPS) Program and is administered by the Local Highway Technical Assistance Council (LHTAC) (Resolution No. 25-009 - LHTAC / Local Agreement – 2024 CPS). The City was awarded $250,000. Construction of this project is budgeted for in FY2026. Up to $101,142 will be funded by Resort City Tax for sideways.

Project deadline was extended to August 31, 2026.

STAFF RECOMMENDATION: Staff recommends City Council approval of contract A26-3170-1 award to Interstate Concrete & Asphalt Company in the total amount of $351,142.00 for the Division Avenue Corridor Improvement Phase 2 project.

ACTION: Move to approve of contract A26-3170-1 to Interstate Concrete & Asphalt Company in the total amount of $351,142.00 for the Division Avenue Corridor Improvement Phase 2 project and authorize the Mayor to sign the contract documents.

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

ATTACHMENTS:

1. Division Avenue Corridor Improvement Phase 2 – Proposed Resolution
2. A26-3170-6 Interstate Concrete and Asphalt Co – Division Ave Corridor Imp Project
3. Division Avenue Corridor Improvement Phase 2 – Bid Tab Summary

LINKS:

- Division Avenue Corridor Improvement Project - Phase 2: https://cleargov.com/idaho/bonner/city/sandpoint/projects/19799/division-avenue-corridor-improvement-project-_-phase-2

No: 26-
Date: May 6, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AWARDING CONSTRUCTION CONTRACT AGREEMENT FOR THE DIVISION AVENUE CORRIDOR IMPROVEMENT PROJECT–PHASE 2 (CITY AGREEMENT A26-3170-6)

WHEREAS: On April 1, 2026, City staff provided an update to the City Council regarding the Division Avenue Corridor Improvement Project – Phase 2;

WHEREAS: The Division Avenue Corridor Improvement Project – Phase 2 continues improvements from Superior Street to Pine Street, including installation of six (6) foot sidewalks, five (5) to six (6) foot planter strips for snow storage, curb and gutter, ADA-compliant curb ramps, narrowing of existing driveways, and the planting of street trees;

WHEREAS: The project was advertised and bid as Bid No. 26-3170-1 in accordance with Idaho Code § 67-2805;

WHEREAS: On April 21, 2026, one (1) sealed bid was received in accordance with Idaho Code § 67-2805(2);

WHEREAS: The lowest, responsible, and responsive bidder was determined to be Interstate Concrete & Asphalt Company, with a total bid amount of Three Hundred Fifty-One Thousand One Hundred Forty-Two Dollars ($351,142.00);

WHEREAS: Construction of the project is anticipated to begin after the close of the school year, continue for approximately eight (8) weeks, and be completed by the end of July 2026, with a project deadline extended to August 31, 2026;

WHEREAS: Adjacent property owners have been notified and will continue to receive updates prior to and during construction;

WHEREAS: The project is funded in part through the 2024 Local Children Pedestrian Safety (CPS) Program administered by the Local Highway Technical Assistance Council (LHTAC), with grant funding in the amount of $250,000, and the remaining balance of up to $101,142 funded through Resort City Tax revenues for sidewalks; and

WHEREAS: The project has been budgeted in the City’s Fiscal Year 2026 budget.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby awards the construction contract for the Division Avenue Corridor Improvement Project – Phase 2 (City Agreement A26-3170-6) to Interstate Concrete & Asphalt Company in the total amount of $351,142.00.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee, as permitted, is hereby authorized to sign any and all grant application documents for this purpose.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Meri Jane Bohn, City Clerk

BID RESULTS OVERVIEW
BID NO. 26-3170-1 DIVISION AVE CORRIDOR IMPROVEMENT PROJECT – PHASE 2
Prepared By: City of Sandpoint
Date: April 16, 2026 2:00:00PM

Bidder	Total Bid
Interstate Concrete & Asphalt	$351,142

Apparent Lowest Bidder: **Interstate Concrete & Asphalt**

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

This Agreement is by and between City of Sandpoint, Idaho ("Owner") and **INTERSTATE CONCRETE & ASPHALT CO.** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

A. Reconstruction of the frontage along the east side of Division Avenue, from north of Superior St to Pine St in Sandpoint, Idaho. The work generally includes asphalt and concrete removal, construction of new sidewalk, new planter strip, new curb & gutter, and driveway replacement, and related items of work.

ARTICLE 2—THE PROJECT

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

1. City of Sandpoint – Division Ave Corridor Improvement Project – Phase 2

ARTICLE 3—ENGINEER

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

3.02 The project has been designed by the Owner's consultant HMH Engineering.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **July 17, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 31, 2026**.

4.05 *Liquidated Damages*

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

Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

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

ARTICLE 5—CONTRACT PRICE

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

A. For all Work, adhere to Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

C. Notwithstanding the foregoing, progress payments to Contractor may be made directly by LHTAC on behalf of the Owner. All Applications for Payment shall be submitted to the Owner for review and approval in accordance with the Contract Documents. Following approval by the Owner, LHTAC may process and issue payment directly to the Contractor. Such payment arrangement does not modify the contractual relationship between the Owner and Contractor, and the City of Sandpoint remains the Owner responsible for administration of the Contract.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

6.06 *LHTAC Funding and Payment Administration*

A. The parties acknowledge that funding for this Project includes participation by the Local Highway Technical Assistance Council (LHTAC) through the Children Pedestrian Safety (CPS) Program.

B. LHTAC shall make payments directly to the Contractor for eligible Project costs, in accordance with the LHTAC/Local Agreement.

C. Contractor shall submit all Applications for Payment to the Owner for review and approval.

D. Upon approval by the Owner, payment requests will be submitted to LHTAC for processing. LHTAC shall make payment directly to the Contractor for eligible costs.

E. Payments made by LHTAC on behalf of the Owner shall be deemed payments by the Owner and shall fully satisfy the Owner's payment obligations for such amounts.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Agreement.

2. Bonds:

a. Performance bond (together with power of attorney).

b. Payment bond (together with power of attorney).

3. Standard General Conditions, EJCDC C-700 (2018 Edition).

4. Supplementary Conditions.

5. Specifications (not attached but incorporated by reference) consisting of the Idaho Standards for Public Works Construction (ISPWC – 2020 Edition), excluding Division 100.

6. Special Provisions.

7. Children Pedestrian Safety Program Documents

   Wage Determination

   FHWA-1273

   Title VI Special Provisions

8. Drawings consisting of **13** sheets with each sheet bearing the following general title: **Division Ave Corridor Improvement Project – Phase 2**

9. Addenda (NA).

10. Contractor's Bid

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

    e. Warranty Bond, if any.

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

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

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

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
11. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
12. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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

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

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

B. This is to certify that Contractor, and its agents is not owned or operated by the government of China, nor will it be owned or operated by the government of China during the duration of any and all contracts entered into.

8.03 *Repayment of Federal Funds*

A. In accordance with the LHTAC/Local Agreement, Contractor acknowledges that federal funds are being used to finance the Project.

B. If, as a direct result of Contractor's default, negligence, or failure to perform the Work in accordance with the Contract Documents, Owner is required to repay federal or state funding associated with the Project, such amounts shall be recoverable from Contractor as damages under the Contract, including pursuant to the indemnification provisions of the General Conditions and the remedies set forth in Article 16.

C. Contractor shall not be responsible for repayment obligations arising from funding agency actions, eligibility determinations, or project conditions not caused by Contractor's breach of the Contract Documents.

D. This obligation shall survive termination of the Contract.

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

This Agreement will be effective on May 7, 2026 (which is the Effective Date of the Contract).

Owner:	Contractor:
CITY OF SANDPOINT *(typed or printed name of organization)*	INTERSTATE CONCRETE & ASPHALT CO. *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: 5/1/2026 *(date signed)*
Name: Jeremy Grimm *(typed or printed)*	Name: Jeff Meyer *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: ICA North Area Manager *(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: City Clerk *(typed or printed)*	Title: Contract Administrator *(typed or printed)*
Address for giving notices:	**Address for giving notices:**
City of Sandpoint, City Clerk	Interstate Concrete & Asphalt
1123 Lake Street	PO Box 1113
Sandpoint, ID 83864	Sandpoint, ID 83864
Designated Representative:	**Designated Representative:**
Name: Holly Ellis *(typed or printed)*	Name: Samuel Williams *(typed or printed)*
Title: Public Works Director *(typed or printed)*	Title: Project Manager/Estimator *(typed or printed)*
Address:	**Address:**
City of Sandpoint	Interstate Concrete & Asphalt
1123 Lake Street	PO Box 1113
Sandpoint, ID 83864	Sandpoint, ID 83864
Phone: (208) 946-2087	Phone: 208-263-0538
Email: hellis@sandpointidaho.gov	Email: samuel.williams@interstate-ica.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: PWC-C-12090 *(where applicable)*
	State: Idaho

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions,

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

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

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

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

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

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

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

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

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

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

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

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

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the

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Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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

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

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

46. *Technical Data*

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

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

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

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

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

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

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

1.02 *Terminology*

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

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

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

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

1. does not conform to the Contract Documents;

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

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

E. *Furnish, Install, Perform, Provide*

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

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

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

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

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"furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

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

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

2.02 *Copies of Documents*

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

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

2.03 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

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

2.05 *Acceptance of Schedules*

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

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

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

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

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

2.06 *Electronic Transmittals*

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

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

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

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recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

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

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

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

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

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

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

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

3.02 *Reference Standards*

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

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

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

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to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

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

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

B. *Resolving Discrepancies*

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

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

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

3.04 *Requirements of the Contract Documents*

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

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possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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

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

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

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

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

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

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4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

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

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

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

4.05 *Delays in Contractor's Progress*

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

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

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

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

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or

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adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.01 *Availability of Lands*

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

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

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

5.02 *Use of Site and Other Areas*

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

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

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

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

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

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

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

3. Technical Data contained in such reports and drawings.

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

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

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

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

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

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

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

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

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

E. *Possible Price and Times Adjustments*

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

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

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

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

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

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

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

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

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

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

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

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

5.05 *Underground Facilities*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. *Possible Price and Times Adjustments*

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

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

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

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

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

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

3. Technical Data contained in such reports and drawings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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

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

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

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

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

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

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

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

6.02 *Insurance—General Provisions*

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

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

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

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

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

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

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

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

H. Contractor shall require:

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

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

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

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

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

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

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

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

6.03 *Contractor's Insurance*

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

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

1. include at least the specific coverages required;

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

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

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

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    a. will certify that the proposed substitute item will:
        1) perform adequately the functions and achieve the results called for by the general design;
        2) be similar in substance to the item specified; and
        3) be suited to the same use as the item specified.
    b. will state:
        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    c. will identify:
        1) all variations of the proposed substitute item from the item specified; and
        2) available engineering, sales, maintenance, repair, and replacement services.
    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the

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Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available

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to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

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H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

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2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

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4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
    a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
    b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

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c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

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6. The issuance of a notice of acceptability by Engineer;
7. The end of the correction period established in Paragraph 15.08;
8. Any inspection, test, or approval by others; or
9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

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C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate

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with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price

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will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

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9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

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

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

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

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

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

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

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

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

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

6. Expenses incurred in preparing and advancing Claims.

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

D. *Contractor's Fee*

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

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

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

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

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

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

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

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

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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

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

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

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

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    a. to supervise, direct, or control the Work;
    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    a. the Work is defective, requiring correction or replacement;
    b. the Contract Price has been reduced by Change Orders;
    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
    a. all documentation called for in the Contract Documents;
    b. consent of the surety, if any, to final payment;
    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01 Delete Paragraph 1.01.A.46.c in its entirety and replace with the following:

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

SC-1.01 Add the following immediately after Paragraph 1.01.A.50:

51. *Special Provisions* - The part of the Contract that amends or supplements the Specifications.

52. *Request for Information* – A written request for information or clarification, requiring a written response to Owner, Engineer, or Contractor, initiated by Owner, Engineer, or Contractor.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

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

2.03 *Before Starting Construction*

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

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

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

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

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coordinate, and control their respective Contract responsibilities

c. sufficient detail for each Bid Item of Work, at a minimum, and indicate the durations, dates for starting and completing the various stages of the Work, and including subcontractor work; and,

d. durations and relationships of required submittals, major material procurement lead times, permitting, traffic control, and any utility coordination.

2.05 *Acceptance of Schedules*

SC-2.05 Delete Paragraph 2.05.A in its entirety and replace with the following:

A. No Work on Site shall begin until acceptable schedules are submitted to Engineer.

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

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

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

4. If a schedule is not acceptable, Contractor will have an additional 3 days to revise and resubmit the schedule.

SC-2.05 Add the following immediately after Paragraph 2.05.A:

B. Acceptance of the Progress Schedule will provide an overall baseline for progressing the Work and be supplemented with a "look-ahead" Work schedule each week to the Engineer. The "look-ahead" Project Work schedule will be presented in a bar chart that shows at least three weeks of activity including the week the bar chart is issued with the largest time scale unit of 1 calendar day (smaller scales may be used) representing each activity that will be done including the location/limits of the Work. The first "look-ahead" schedule will be provided within one week after acceptance of the Progress Schedule.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

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

5. *Weather-Related Delays*

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a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

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

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

5.02 *Use of Site and Other Areas*

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

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

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

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

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Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 6—BONDS AND INSURANCE

6.02 *Insurance—General Provisions*

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

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

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

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

6.03 *Contractor's Insurance*

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

D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions). All insurance policies shall contain a Waiver of Subrogation coverage or endorsements.

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

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

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

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

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
8. All policies shall contain waiver of subrogation coverage or endorsements.

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

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

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I. *Commercial General Liability—Minimum Policy Limits*

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

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

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

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

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

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

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

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

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable

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professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

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

6.04 *Builder's Risk and Other Property Insurance*

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

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

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

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

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

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

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3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
5. extend to cover damage or loss to insured property while in transit.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

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

C. Contractor may perform the Work at the Site only between the hours of 7AM and 7PM, Monday thru Friday unless otherwise authorized by the Owner in writing. No work shall be performed on a legal holiday, including June 19th and July 4th.

7.10 *Taxes*

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

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

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7.11 *Laws and Regulations*

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

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

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

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

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

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

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

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

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

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

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

   b. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his

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property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

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

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

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

E. This Project is funded in whole or in part with federal funds administered through LHTAC. Contractor shall comply with all applicable federal requirements, including but not limited to those set forth in FHWA-1273, which is incorporated into and made part of the Contract Documents. Contractor shall incorporate FHWA-1273 and all applicable federal requirements into all subcontracts and lower-tier subcontracts, as required by federal regulations

F. Contractor shall comply with the Davis-Bacon Act and related federal labor standards. The applicable wage determination is included in the Contract Documents. Contractor shall pay prevailing wages as specified, submit weekly certified payrolls, maintain payroll records in accordance with federal requirements

G. Contractor shall comply with Title VI of the Civil Rights Act of 1964 and all related nondiscrimination requirements. Contractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this Contract.

H. Contractor shall pay all subcontractors for satisfactory performance of their work no later than seven (7) days after receipt of payment from LHTAC or Owner for such work. Contractor shall also promptly release retainage to subcontractors in accordance with applicable federal and state requirements.

7.18 *Indemnification*

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

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

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.02 *Visits to Site.*

SC-10.02 Delete Paragraphs 10.02 in its entirety.

10.03 *Resident Project Representative.*

SC-10.03 Delete Paragraphs 10.03 in its entirety.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

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

13.03 *Unit Price Work*

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

E. *Adjustments in Unit Price*

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

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

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

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

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

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

No Supplementary Conditions in this Article.

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

15.01 *Progress Payments.*

SC-15.01 D. Add the following paragraph directly after paragraph 1.

2. Notwithstanding the payment provisions of the Contract, certain payments to the Contractor may be made directly by LHTAC. Such payments are made on behalf of the Owner and do not create a contractual relationship between LHTAC and the Contractor. The Owner retains full authority to approve Applications for Payment and determine amounts due. Payments made by LHTAC on the behalf of Owner shall be credited against Owner's obligations under the Contract.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

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ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

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

18.07 Controlling Law

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

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

ARTICLE 19—PROSECUTION OF THE WORK

SC-19.01 *General*

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

SC-19.02 *Cost Reduction Proposals*

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

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

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

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

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

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

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

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

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

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

SC-19.03 *Force Account Work*

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

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

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

C. The Owner will not be responsible for additional costs that are a direct or indirect result of the Contractor's inefficient means and methods or that reasonably could have been avoided if the Materials, Equipment, labor or services had been obtained at a more commercially reasonable cost.

D. Payment for Force Account Work shall be negotiated and agreed upon by Change Order.

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SPECIAL PROVISIONS

These Special Provisions amend or supplement the Idaho Standards for Public Works Construction, 2025 Edition (ISPWC). The Work on this project shall be accomplished in accordance with the ISPWC and these Special Provisions.

The terms used in these Special Provisions have the meanings stated in the General Conditions and Supplementary Conditions. The address system used in these Special Provisions is the same as the address system used in the ISPWC, unless otherwise noted herein.

Where the Drawings, Specifications, Standard Drawings, or Special Provisions describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished, installed complete, and installed in place. Only the best general practice is to prevail. Only materials and workmanship of the highest quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals; and do all the work involved in executing the Contract.

DIVISION 200 - EARTHWORK

SECTION 201 CLEARING AND GRUBBING AND REMOVAL OF OBSTRUCTIONS

PART 3 WORKMANSHIP

3.2 REMOVAL OF OBSTRUCTIONS

Add the following after 3.2.C.1:

2. Existing traffic and other signs and posts designated for removal shall be removed and reinstalled by the Owner as indicated on the Contract Documents.

Add the following after 3.2.D.1:

2. Construct temporary gravel approaches to each business/property within the project limits immediately following removal of concrete approaches. Minimum temporary gravel driveway width shall be 20-feet. Temporary gravel approaches shall be incidental to removal of concrete pay items.

Add the following after 3.2:

3.3 REMOVAL AND DISPOSAL OF OTHER MATERIALS

A. General

1. Complete removal to the limits shown on the Plans or as directed by the Engineer.

2. Dispose of unusable material in a Contractor-furnished disposal site in accordance with all Federal, State and local rules for disposal.

3. Copies of disposal agreements with property owners shall be furnished to the Owner or Engineer upon request.

B. Protection

1. Locate and protect all utilities not planned for removal from damage.

2. Protect benchmarks and survey monuments from damage and displacement.

3. Exercise care to ensure areas outside the construction limits remain undisturbed.

4. Satisfactorily restore any damage to existing facilities or structures resulting from carelessness or negligence by the Contractor to their original or better condition at the Contractor's expense.

C. Removal and Disposal

1. Bituminous pavement shall be removed to clean, straight lines. Where bituminous pavement adjoins a trench, the edges shall be saw cut to neat straight lines before resurfacing in accordance with Section 307 and Standard Drawing 303.

2. Concrete curb, gutter, sidewalk, driveway approaches, and other miscellaneous concrete shall be removed to clean, straight lines, full width unless otherwise noted on the Plans or as directed by the Engineer. Edges to be joined shall be saw cut unless removal extends to an existing cold joint, expansion joint, or edge. Saw cuts shall be made to a minimum depth of 2 inches. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat, straight lines to removed damaged areas. Such saw cuts shall be either parallel to the original saw cuts or shall be cut on an angle which departs from the original saw cut not more than 1 inch in each 6-inch increment.

PART 4 MEASUREMENT AND PAYMENT

Delete 4.1.D in its entirety and replace with the following:

D. Removal of Existing Asphalt Pavement: By the horizontal square yard. Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

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

Removal of Existing Concrete: By the horizontal square yard. Includes sidewalk, driveway aprons, stairs and railing, and curb and gutter. Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

3. Bid Schedule Payment References: 201.4.1.D.3

4. Bid Schedule Description: Removal of Existing Concrete …square yard (SY)

Delete 4.1.E in its entirety and replace with the following:

E. Removal of Existing Storm Pipe: By the horizontal lineal foot. Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment References: 201.4.1.E.1
2. Bid Schedule Description: Removal of Existing Storm Pipe …lineal foot (LF)

Removal of Existing Fence: By the horizontal lineal foot. Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

3. Bid Schedule Payment References: 201.4.1.E.3
4. Bid Schedule Description: Removal of Existing Fence …lineal foot (LF)

Delete 4.1.F in its entirety and replace with the following:

F. Removal of Existing Catch Basin: By the each. Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment References: 201.4.1.F.1
2. Bid Schedule Description: Removal of Existing Catch Basin …each (EA)

SECTION 202 EXCAVATION AND EMBANKMENT

PART 3 WORKMANSHIP

3.2 EXCAVATION

Add the following after 3.2.B.12:

13. Work shall be limited to the lines and grades indicated on the Contract Documents. No payment will be made for areas over-excavated by error, or for material to correct over-excavation.

Delete 3.10 in its entirety and replace with the following:

3.10 HAUL

A. Haul is incidental to excavation and borrow pay items.

DIVISION 300 - TRENCHING

SECTION 307 STREET CUTS AND SURFACE REPAIRS

PART 3 WORKMANSHIP

Delete 3.5 in its entirety and replace with the following:

3.5 MISCELLANEOUS SURFACE RESTORATION (Landscaped areas)

A. Construct per plans. Pay limits are shown on the Contract Documents.

PART 4 MEASUREMENT AND PAYMENT

Delete 4.1.A in its entirety and replace with the following:

A. Miscellaneous Surface Restoration: By the square yard. Includes work required to furnish, install, and stabilize topsoil prior to future hydroseeding (by others).

1. Bid Schedule Payment Reference: 307.4.1.A.1.
2. Bid Schedule Description: Miscellaneous Surface Restoration (Landscaping)…square yard (SY).

DIVISION 600 – CULVERTS, STORM DRAINS AND GRAVITY IRRIGATION

SECTION 601 CULVERT, STORM DRAIN AND GRAVITY IRRIGATION PIPE

PART 4 MEASUREMENT AND PAYMENT

Delete 4.1.A in its entirety and replace with the following:

A. Storm Drain Pipe/Culvert: By the linear foot for the size, type and class of pipe specified measured along the horizontal centerline through all fittings and structure including flared ends.

1. Bid Schedule Payment Reference: 601.4.1.A.1.
2. Bid Schedule Description: 12-Inch Storm Drain Pipe, Class AASHTO M 294 Corrugated Polyethylene (CPP)…linear foot (LF).

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

PART 2 MATERIALS

Delete 2.2.B in its entirety and replace with the following:

B. Precast Inlets and Catch Basins: Per Section 704 – Precast Concrete and in accordance with WSDOT Standard Drawings.

PART 4 MEASUREMENT AND PAYMENT

Delete 4.1.F in its entirety and replace with the following:

F. Catch Basin: Per each for the type and size of catch basin indicated on the Bid Schedule.

1. Bid Schedule Payment Reference: 602.4.1.F.1.
2. Bid Schedule Description: Catch Basin, WSDOT Type 1 w/Combination Inlet…each (EA).
3. Bid Schedule Payment Reference: 602.4.1.F.3.
4. Bid Schedule Description: Catch Basin, WSDOT Type 1 w/Rectangular Frame and Herringbone Grate…each (EA).

DIVISION 700 - CONCRETE

SECTION 706 OTHER CONCRETE CONSTRUCTION

PART 3 WORKMANSHIP

3.9 BACKFILL

B. Areas with Lawns.

Delete 3.9.B.2 in its entirety and replace with the following:

2. Hydro-seed all disturbed lawn surface in accordance with Section 206. Seed mix and application rate shall be provided to the Engineer for review and approval prior to application.

   Repair damage to private property, either inside or outside the limits of the right-of-way, equal or better than prior to construction at no additional cost to the contract.

Add the following after 3.13:

3.14 CURB HEIGHTS

A. Match constructed curb heights to existing curb heights.

PART 4 MEASUREMENT AND PAYMENT

Delete 4.1.A in its entirety and replace with the following:

4.1 Use one or more of the following unit prices as designated on the Bid Schedule. Prices include forming, furnishing and installing or constructing joint devices and fillers, furnishing and installing reinforcing steel (unless otherwise specified), miscellaneous embedded items, furnishing, placing, finishing and curing concrete. Vertical Curb is incidental to curb ramps. Perforated underdrain, pipe extensions and connections to existing catch basins, geotextile and drain rock backfill are incidental to Low Profile Barrier Curb. If required and not listed in the Bid Schedule, excavation, base materials, backfill and compaction are to be considered incidental to the following Bid Items:

A. Concrete Curb and Gutter: By the linear foot for the particular type used, horizontal distance along face of curb. Include furnishing and placing backfill and topsoil behind curb. Include transition and curb terminus section distance at the same bid cost as for typical curb items for pay distance. Does not include distance through curb drop inlets or catch basins for pay distance.

1. Bid Schedule Payment Reference: 706.4.1.A.1.
2. Bid Schedule Description: Standard 6 Inch Vertical Curb and Gutter…linear foot (LF)

3. Bid Schedule Payment Reference: 706.4.1.A.3
4. Bid Schedule Description: Low Profile Barrier Curb…linear foot (LF)

Delete 4.1.F in its entirety and replace with the following:

F. Concrete Driveway Approaches: By the square yard.

1. Bid Schedule Payment Reference: 706.4.1.F.1.
2. Bid Schedule Description: City of Sandpoint Concrete Driveway Approach A…square yard (SY)
3. Bid Schedule Payment Reference: 706.4.1.F.3.
4. Bid Schedule Description: City of Sandpoint Concrete Driveway Approach B…square yard (SY)

Delete 4.1.H in its entirety and replace with the following:

H. Pedestrian Ramp w/Detectable Warning Domes, Type G: By the square yard as measured in the field.

1. Bid Schedule Payment Reference: 706.4.1.H.1.
2. Bid Schedule Description: Pedestrian Ramp w/Detectable Warning Domes…square yard (SY)

DIVISION 800 – AGGREGATES & ASPHALT

SECTION 810 PLANT MIX PAVEMENT

PART 4 MEASUREMENT AND PAYMENT

*Delete 4.1.A in its entirety and replace with the following***:**

A. Plant Mix Pavement: By the square yard as measured in the field.

1. Bid Schedule Payment Reference: 810.4.1.A.1.
2. Bid Schedule Description: Plant Mix Pavement 4"…square yard (SY).
3. Bid Schedule Payment Reference: 810.4.1.A.3.
4. Bid Schedule Description: Plant Mix Pavement 2.5"…square yard (SY).

DIVISION 1000 – CONSTRUCTION STORMWATER BEST MANAGEMENT PRACTICES (BMPs)

SECTION 1001 CONSTRUCTION SITE MANAGEMENT

PART 4 MEASUREMENT AND PAYMENT

Delete 4.1.A in its entirety and replace with the following:

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

1. Bid Schedule Payment Reference: 1001.4.1.A.1.

2. Bid Schedule Description: Sediment Control and Construction Site Management…lump sum (LS)

DIVISION 1100 – TRAFFIC

SECTION 1103 CONSTRUCTION TRAFFIC CONTROL

PART 1 GENERAL

Delete 1.1 in its entirety and replace with the following:

1.1 SECTION INCLUDES

A. This work consists of maintaining safe and adequate vehicular access to the properties within the project limits, unless otherwise specified or approved by the Owner. Conduct work at all times to minimize possible interference with or hazard to the traveling public and community.

B. Contractor shall be responsible for establishing and maintaining traffic control devices for sidewalk closure, 18-ft wide shoulder closure, and lane shift through the project limits for the Contractor's use and benefit.

PART 3 WORKMANSHIP

Delete Part 3 in its entirety and replace with the following:

3.1 GENERAL

A. Additional traffic controls, to be established and maintained by the Contractor, may be proposed. Submit a Traffic Control Plan to the City for approval prior to any flagging. Road closures will not be permitted.

B. Maintain temporary, gravel approaches to each business/property within the project limits.

C. Keep roadway surface free of all dirt, mud, gravel, and debris.

3.2 STAGING

A. Contractor may utilize shoulder closure for staging of materials and equipment. Staging of materials, equipment or Contractor personal vehicles on private property is not permitted, unless specific agreements have been made with the property owner(s).

3.3 PUBLIC ACCOMODATIONS

A. Provide and maintain access to all properties within the project limits for emergency vehicles at all times.

B. Provide mail and delivery access or support to all properties within the project limits.

C. Provide and maintain access to the garbage/recycling receptacles for the haulers.

PART 4 MEASUREMENT AND PAYMENT

Delete 4.1.A in its entirety and replace with the following:

A. Construction Traffic Control: By the lump sum. Includes materials, labor, maintenance, and all ancillary items necessary.

1. Bid Schedule Payment Reference: 1103.4.1.A.1.
2. Bid Schedule Description: Construction Traffic Control…lump sum (LS)

SECTION 1104 PERMANENT PAVEMENT MARKINGS

PART 2 MATERIALS

Add the following after 2.1.C.2:

3. Green: 14156.

*Delete 2.3.I.1 and 2 in their entirety and replace with the following***:**

I. Material must meet the following requirements:

1. Color:

a. White No. 37875 per Fed. Std. 595.

b. Yellow No. 33538 per Fed. Std. 595.

c. Green No. 14156 per Fed. Std. 595.

d. Daylight Reflectance 75% (White): ASTM 1347.

e. Daylight Reflectance 45% (Yellow): ASTM 1347.

f. Daylight Reflectance 60% (Green): ASTM 1347.

2. Color Retention: After 500 hours of exposure using a cycle of 8 hours ultra-violet light at 60˚ C and 4 hours condensation at 40˚ C according to ASTM G 53.

a. Daylight Reflectance 70% (White): ASTM 1347.

b. Daylight Reflectance 40% (Yellow): ASTM 1347.

c. Daylight Reflectance 55% (Green): ASTM 1347.

SECTION 1106 REMOVAL OF PAVEMENT MARKINGS

Add the following new Section 1106:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This work consists of removing existing pavement markings from paved areas in accordance with these specifications and in conformity with the lines shown on the Contract Documents.

1.2 RELATED SECTIONS

A. Section 805 – Asphalt

B. Section 813 – Fog Coat

1.3 REFERENCES

A. Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition.

PART 2 MATERIALS

2.1 SECTION INCLUDES

A. This work consists of removing existing pavement markings from paved areas in accordance with these specifications and in conformity with the lines shown on the Contract Documents.

PART 3 WORKMANSHIP

3.1 GENERAL

A. The Contractor shall remove pavement markings by grinding, abrasive blasting or hydroblasting. The use of chemicals to remove pavement markings will not be permitted.

3.2 EQUIPMENT

A. Equipment, tools and machinery to be used in the work shall be in safe and satisfactory operational condition at all times.

3.3 CONSTRUCTION

A. Pavement markings shall be removed from indicated areas by methods acceptable to the Engineer that cause negligible damage to existing pavements, surface texture, or other roadway or utility appurtenances. Apply a fog coat to areas where pavement markings have been removed.

B. Sand, water, residue, and other waste material that may be deposited on the pavement as a result of removal operations shall be removed as the work progresses.

C. Contractor shall repair damage to asphaltic surfaces greater than ¼" deep resulting from the removal of pavement markings.

PART 4 MEASUREMENT AND PAYMENT

4.1 Use the following unit bid items as designated in the Bid Schedule. Includes all labor, material and equipment required to perform the work. The cost of fog coat is incidental to the removal of pavement markings.

A. Removal of Pavement Markings: By the square foot.

1. Bid Schedule Payment Reference: 1106.4.1.A.1.
2. Bid Schedule Description: Removal of Pavement Markings…lump sum (LS)

DIVISION 2000 - MISCELLANEOUS

SECTION 2010 MOBILIZATION

Delete Section 2010 in its entirety and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Mobilization consists of preparatory work and operations, including those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices, buildings, and other facilities necessary for work, for premiums on bond and insurance, and for other work and operations which must be performed, or costs incurred before beginning production work on the various contract items. Mobilization costs for subcontracted and supplier work is included in this item.

B. Construction surveying.

C. Construction within the right-of-way.

D. Items which are not to be included in this item include but are not limited to:

1. Any portion of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items.

2. Profit, interest on borrowed money, overhead, or management costs.

PART 2 MATERIALS

NOT USED

PART 3 WORKMANSHIP

3.1 GENERAL

A. The Contractor shall provide and maintain enclosed portable restroom facilities for the use of project personnel. Maintain the restroom facilities in a neat and sanitary condition.

3.2 CONSTRUCTION SURVEYING

A. The Contractor shall perform all surveying and staking essential for completion of the project in conformance with the plans and specifications and shall perform all the necessary calculations required to accomplish the work. Staking, surveying, computations and calculations shall be accomplished in accordance with standard engineering and surveying practice.

B. The Contractor shall use competent personnel and suitable equipment for the layout work required and shall furnish all stakes, templates, straight edges, and other devices necessary for checking and maintain points, lines and grades.

C. The Contactor shall be responsible for the supervision of the construction surveying personnel and any errors resulting from the operations of said personnel shall be corrected at the expense of the Contractor, and no additional cost to the Owner.

D. The Owner may randomly spot check the Contractor's surveys to ensure that the work is within the order of accuracy required, but the Owner assumes no responsibility for the accuracy of the work.

E. The Contractor shall perform all staking necessary to delineate clearing and grubbing limits. Allow a minimum of 48 hours between completion of clearing limits staking and beginning of the clearing and grubbing operations to allow for coordination with affected property owners.

3.3 CONSTRUCTION WITHIN THE RIGHT-OF-WAY

A. The Owner will notify the property owner or tenant and all affected parties 48 hours in advance of the time when construction work will be started within the adjacent right-of-way. The Contractor shall coordinate with the Owner and notify the Owner 72 hours in advance of the time when construction work will be started at each adjacent property.

B. Repair damage to private property, either inside or outside the limits of the right-of-way, equal to or better than prior to construction at no additional cost to the Owner.

PART 4 MEASUREMENT AND PAYMENT

4.1 Use the following lump sum Bid Item as indicated in the Bid Schedule. Includes all labor, material and equipment required to perform the work as specified.

A. Mobilization: By the lump sum. Allowable amounts for partial payment of mobilization are as follows: 1) When 5 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 50 percent of the amount Bid for mobilization, or 5 percent of the total original Contract amount, whichever is the least, will be paid. 2) When 10 percent of the total original Contract amount, whichever is the least, will be paid. 3) When Substantial Completion is achieved, payment of any amount Bid for mobilization in excess of 10 percent of the total original Contract amount will paid.

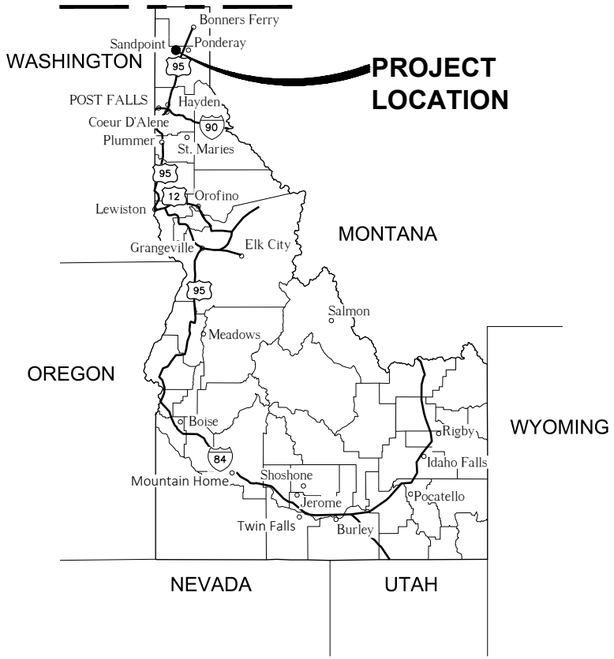
1. Bid Schedule Payment Reference: 2010.4.1.A.1.
2. Bid Schedule Description: Mobilization…lump sum (LS)

DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2

CITY OF SANDPOINT

SANDPOINT, IDAHO

MARCH 2026





VICINITY MAP

SCALE: NTS

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	LEGEND
3	NOTES
4–5	DEMOLITION PLAN
6–7	ROADWAY IMPROVEMENTS PLAN
8–9	PAVEMENT MARKING PLAN
10–13	DETAILS

CONTROL POINT TABLE

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
94	2409158.896	2425735.925	2097.26	5/8" REBAR WITH RED PLASTIC CAP MARKED "HMH CONTROL"
95	2409128.134	2425793.117	2097.10	5/8" REBAR WITH RED PLASTIC CAP MARKED "HMH CONTROL"
96	2409507.559	2425810.085	2097.10	5/8" REBAR WITH RED PLASTIC CAP MARKED "HMH CONTROL"
97	2409677.486	2425739.532	2098.72	5/8" REBAR WITH RED PLASTIC CAP MARKED "HMH CONTROL"
98	2409913.825	2425836.251	2098.32	5/8" REBAR WITH RED PLASTIC CAP MARKED "HMH CONTROL"
99	2409936.529	2425727.663	2096.63	5/8" REBAR WITH RED PLASTIC CAP MARKED "HMH CONTROL"

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

HMH engineering
476864 Highway 95, Suite 3
Ponderay, ID 83852
(208) 635-5825

DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2
CITY OF SANDPOINT, IDAHO
BONNER COUNTY

COVER SHEET

PROFESSIONAL ENGINEER LICENSED Daniel M. Tadic 18031 03.24.2026 STATE OF IDAHO DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1" SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

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REVISIONS

NO.	DATE	DESCRIPTION

DRAWING: 1

SHEET: 1 OF 13

275

PLOT DATE: 3/24/2026 6:39 PM PLOTTED BY: DYLAN JONES
LAYOUT: 1 PATH: Z:\DOCUMENTS\PROJECTS\2025\GS025-17 CITY OF SANDPOINT ENGINEERING SERVICES\DIVISION AVE IMPROVEMENTS PH 2\CAD\PLAN SHEETS\GS025-17 TITL.DWG

SURVEY LEGEND

PROPOSED	EXISTING	DESCRIPTION
		FOUND ALUMINUM CAP MONUMENT
		FOUND BRASS CAP MONUMENT
		FOUND 1/2" MONUMENT
		FOUND 5/8" MONUMENT
		FOUND 1-1/4" COPPER DISC MONUMENT
		FOUND PIPE
		FOUND CONCRETE MONUMENT
	"X"	FOUND CHISELED "X"
		FOUND MAG NAIL
		FOUND STONE
		FOUND HIGHWAY MONUMENT
		SET 1/2" MONUMENT
		SET 5/8" MONUMENT
		SET ALUMINUM CAP MONUMENT
		SET TEMPORARY BENCH MARK
		SET COPPER DISK
	"X"	SET CHISELED "X"
		CALCULATED POINT, NOTHING FOUND OR SET

DOMESTIC WATER LEGEND

PROPOSED	EXISTING	DESCRIPTION
W	W	WATER VALVE
WM	WM	WATER METER
HYD	HYD	FIRE HYDRANT
FDC	FDC	FIRE DEPARTMENT CONNECTION (FDC)
		FROST FREE HYDRANT/SPIGOT
W	W	WATER MANHOLE
W	W	WELL
BFP	BFP	BACK FLOW PREVENTER (BFP)
PIND	PIND	POST INDICATOR VALVE
BO	BO	BLOW OFF
CV	CV	CURB VALVE

IRRIGATION LEGEND

PROPOSED	EXISTING	DESCRIPTION
IRR	IRR	PRESSURE IRRIGATION VALVE
HG	HG	IRRIGATION HEAD GATE
IRR	IRR	IRRIGATION BOX
IRR	IRR	IRRIGATION MANHOLE

SITE LEGEND

PROPOSED	EXISTING	DESCRIPTION
AC	AC	AIR CONDITIONING UNIT
		ADA SYMBOL
BOL	BOL	BOLLARD
MB	MB	MAILBOX
MAILBOX CLUSTER	MAILBOX CLUSTER	MAILBOX CLUSTER
PMTR	PMTR	PARKING METER
		SIGN
MH	MH	UNKNOWN MANHOLE

ELECTRICAL LEGEND

PROPOSED	EXISTING	DESCRIPTION
		POWER POLE
		GUY WIRE
P	P	POWER RISER
		AREA LIGHT
E	E	ELECTRIC MANHOLE
E	E	ELECTRIC RISER
EM	EM	ELECTRIC METER
VLT	VLT	ELECTRIC VAULT
J	J	ELECTRIC JUNCTION BOX
		ELECTRIC TRANSFORMER
		STREET LIGHT

NATURAL GAS LEGEND

PROPOSED	EXISTING	DESCRIPTION
GM	GM	GAS METER
G	G	GAS RISER
GV	GV	GAS VALVE
G	G	GAS MARKER
		GAS VENT

COMMUNICATION LEGEND

PROPOSED	EXISTING	DESCRIPTION
T	T	TELEPHONE MANHOLE
T	T	TELEPHONE PEDASTAL
		TELEPHONE POLE
C	C	CABLE RISER
F	F	FIBER OPTIC RISER
FO	FO	FIBER OPTIC MANHOLE
FO	FO	FIBER OPTIC MARKER

LANDSCAPE LEGEND

PROPOSED	EXISTING	DESCRIPTION
		SPRINKLER
		DECIDUOUS TREE
		CONIFEROUS TREE

SANITARY SEWER LEGEND

PROPOSED	EXISTING	DESCRIPTION
S	S	SANITARY SEWER MANHOLE
CO	CO	CLEAN OUT

STORMWATER LEGEND

PROPOSED	EXISTING	DESCRIPTION
	GEO	GEOTHERMAL MANHOLE
D	D	STORM DRAIN MANHOLE
D	D	DRYWELL
MW	MW	MONITORING WELL
		RECTANGULAR INLET
		ROUND INLET
		SQUARE INLET
AD	AD	AREA DRAIN
RD	RD	ROOF DRAIN
		SAND AND GREASE TRAP

PROPOSED	EXISTING	
		BOUNDARY LINE
		ADJACENT PROPERTY LINE
		PROPERTY LINE
		TIE LINE
		SECTION LINE
		ROADWAY CENTERLINE
		EASEMENT LINE
	EG EG	EDGE OF GRAVEL
		EDGE OF PAVEMENT
X X	X X	FENCE LINE
R/W R/W	R/W R/W	RIGHT-OF-WAY LINE
SAN SAN	SAN SAN	SANITARY SEWER LINE
		STORM DRAIN LINE
W W		WATER LINE
IRR	IRR	GRAVITY IRRIGATION LINE
PIRR	PIRR	PRESSURE IRRIGATION LINE
OHP OHP	OHP OHP	OVERHEAD POWER LINE
E E	E E E	UNDERGROUND POWER LINE
T T T	T T T	UNDERGROUND TELEPHONE LINE
G G	G G	GAS LINE
UGTV	UGTV	UNDERGROUND CABLE TV
F/O F/O	F/O F/O	FIBER OPTICS LINE
		FLOOD LINE
GEO	GEO	GEOTHERMAL LINE
		CONCRETE SURFACE
		CURB AND GUTTER
		BUILDING
		ASPHALT SURFACE
2400	2400	GROUND CONTOUR
		HYDROSEED
		GRADING DIRECTION
		GRADING AREA
		SILT FENCE
		WATTLE
		CONSTRUCTION ENTRANCE
		CUT SLOPE EXTENT
		FILL SLOPE EXTENT

HMH engineering
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Ponderay, ID 83852
(208) 635-5825

DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2

CITY OF SANDPOINT, IDAHO
BONNER COUNTY

LEGEND

PROFESSIONAL ENGINEER LICENSED Daniel M. Tadic 18031 03.24.2026 STATE OF IDAHO DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1" SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

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REVISIONS

NO.	DATE	DESCRIPTION

DRAWING: 2

SHEET: 2 OF 13

276

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

PLOT DATE: 3/24/2026 6:47 PM PLOTTED BY: DYLAN JONES
LAYOUT: LEGEND PATH: Z:\DOCUMENTS\PROJECTS\2025\GS025-17 CITY OF SANDPOINT ENGINEERING SERVICES\DIVISION AVE IMPROVEMENTS PH 2\CAD\PLAN SHEETS\GS025-17 LEGEND.DWG

GENERAL NOTES:

1. All .... shall conform to the "I S For P W C ", ISPWC current edition, and the requirements of the C of S. I the case .

2. A C.

. E utilities shall be located by contacting CALL BEORE YOU DIG at 811, at least 48 hours prior to starting any . T C shall notify the appropriate utility companies prior to starting work near any facilities and shall .

. E property corners or survey monuments shall be protected during the course of . A damaged or obliterated corners or monuments shall be re-established by professional surveyors, licensed to work in the S of I prior . A .

STREET AND SIDEWALK NOTES:

. I :

A. 3/4"-inch minus base course shall meet the requirements of ISPWC S 2 T II.

2. A I T D ITD S. P SP PG 2 . P S . P " . M . " ".

. N asphalt shall be placed on wet or frozen surfaces, or when the air or ground temperature is less than . T courses or pavement thickness less than 2. inches shall not be placed when air or ground temperature is less then 50°F, without C.

. S restoration shall be constructed in accordance with the latest edition of ISPWC. R shall be hot mix asphalt concrete with a minimum asphalt thickness of 3" or as . A concrete, unless otherwise specified, shall be commercial grade P C with air entrainment . +/- . and a 2 .

. A tack coat shall be applied to all adjacent curbs and joints, prior to placement of .

. D paving operations, the C is responsible for compaction and quality . A .

. E coring, and gradation tests may be required at the discretion of the C to verify pavement thickness, compaction, and or to verify compliance of materials to .

. C shall not be placed on frozen surfaces, ice or snow, or surfaces with a temperature greater than 90°. U otherwise authorized by the C concrete ° .

. C and gutter shall be constructed with full depth construction expansion joints adjacent to catch basins, at cold joints, and at all . W plane joints are .

. S shall be constructed with full depth expansion joints every 2 feet, at cold joints, and adjacent to . W plane joints shall be located every 5 . .

EROSION & SEDIMENT CONTROL NOTES:

. T erosion control and water pollution measures shall be installed, in accordance with the plans and accepted best management . A to accommodate differing field conditions shall be made, as necessary, throughout the construction . A no time, will silt and/or debris be allowed to drain into an existing or newly .

2. T shall be placed within street side planting strips at a depth of .

. T C shall maintain the streets, sidewalks, and all other public rights-of-way in a clean, safe and useable . A soil, rock, or construction debris shall be promptly removed from the publicly owned property during construction, and upon completion of the . A adjacent property; private or public, shall be maintained in .

EARTHWORK AND GRADING NOTES:

. A .

2. T C shall ensure that all temporary slopes are stable and that .

. G or unanticipated geologic conditions shall be reported to E R .

. C shall be performed in accordance with ISPWC . A compaction efforts shall be monitored and tested by an experienced S T C.

. E and grading shall be performed in accordance with ISPWC . A earthwork and grading shall be monitored and tested S T C.

. C and grub to the limits shown on the . R all debris, trees, stumps, brush, roots, organic soil, existing fill or any other deleterious . O .

. E fills shall conform to the requirements of the ISPWC and .

. B and cobbles greater than 6 inches appearing in the excavation .

. A fill material shall be moisture conditioned to within 2 of the optimum moisture, prior to . L shall not exceed eight . A fill shall be compacted to at least 90% of M P ASTM D AASHTO T with the top 2 inches within the roadway prism compacted to 95% of the modified . M too coarse to test per the specified standards shall be placed in controlled ISPWC.

. E shall not be constructed on frozen or snow-covered .

. I the event that any unforeseen conditions not covered by these notes are encountered during grading operations, the E of R shall C.

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(208) 635-5825

DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2

CITY O SANDPOINT IDAHO
BONNER COUNTY

NOTES

PROFESSIONAL ENGINEER
LICENSED
Daniel M. Tadic
18031
.2.22
STATE OF IDAHO
DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1"
SCALE: (11X17 ONLY)

PROJECT NO: GS2
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: .2.22

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REVISIONS

NO.	DATE	DESCRIPTION

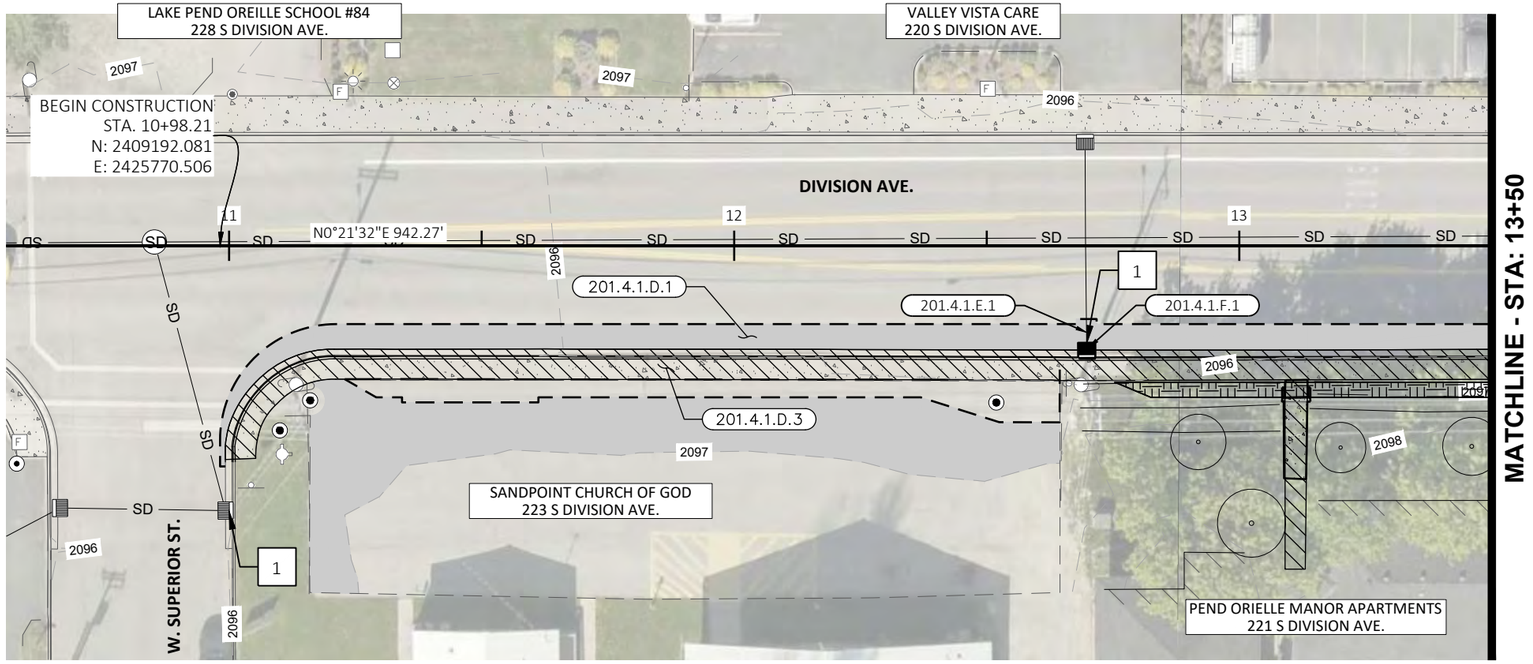
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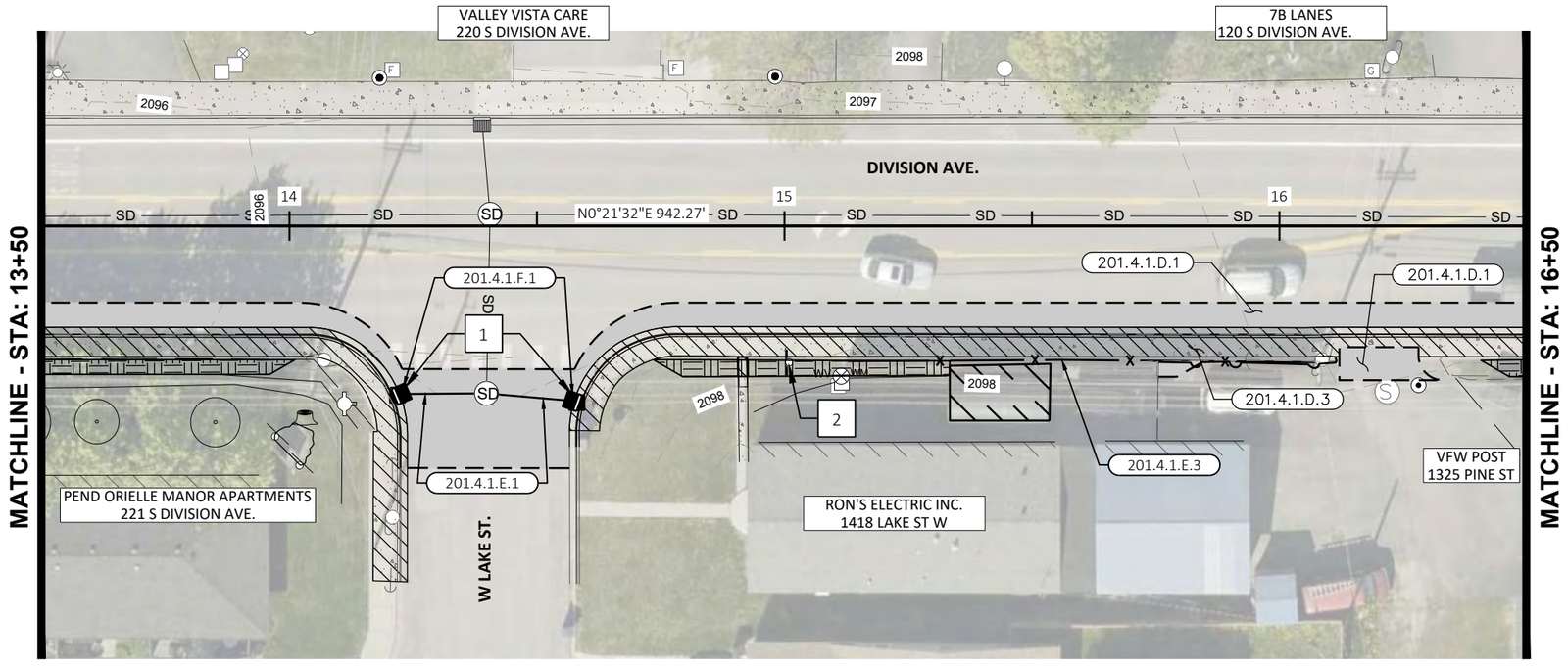
SHEET: 3 OF 13

277

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PLOT DATE: 222 : PM PLOTTED BY: DYLAN ONES
LAYOUT: NOTES PATH: :DOCUMENTSPROECTS22GS2 CITY O SANDPOINT ENGINEERING SERVICESDIVISION AVE IMPROVEMENTS PH 2CADPLAN SHEETSGS2 NOTES.DWG





SCALE 1"=30'

201.4.1.B.1 CLEARING AND GRUBBING

20 CY STA 12+75.3 – 14+01.1 RT
10 CY STA 14+73.6 – 15+33.4 RT
1 CY STA 16+40.7 – 16+50.0 RT

201.4.1.D.1 REMOVAL OF EXISTING ASPHALT PAVEMENT

442.2 SY STA 10+97.7 – 16+50.0 RT

201.4.1.D.3 REMOVAL OF EXISTING CONCRETE

265.2 SY STA 10+99.3 – 14+23.8 RT
131.3 SY STA 14+56.6 – 16+50.0 RT

201.4.1.E.1 REMOVAL OF EXISTING STORM PIPE

4.0 LF STA 12+69.7 RT
2.0 LF STA 14+39.9 RT
10.0 LF STA 14+48.5 RT
10.0 LF STA 14+31.2 RT

201.4.1.E.3 REMOVAL OF EXISTING FENCE

95 LF STA 15+12.8 – 16+07.5 RT

201.4.1.F.1 REMOVAL OF EXISTING CATCH BASIN

1.0 EA STA 12+69.9, 20.87' RT
1.0 EA STA 14+21.8, 34.19' RT
1.0 EA STA 14+58.1, 35.71' RT

1106.4.1.A.1 REMOVAL OF PAVEMENT MARKINGS

PROJECT WIDE LS

LEGEND:

- CLEARING AND GRUBBING
- REMOVAL OF ASPHALT
- REMOVAL OF CONCRETE
- SAWCUT
- 1 SEDIMENT CONTROL SEE DETAIL SHEET 11
- 2 REMOVE & RESET – BY CITY

NOTE:
SAWCUT & REMOVAL OF ASPHALT SHOWN ON PLAN IS THE LIMIT OF PAY. OWNER WILL NOT PAY FOR ADDITIONAL ASPHALT REMOVAL UNLESS AGREED TO IN WRITING.

HMH engineering
476864 Highway 95, Suite 3
Ponderay, ID 83852
(208) 635-5825

Item # 12.

DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2

CITY OF SANDPOINT, IDAHO
BONNER COUNTY

DEMOLITION PLAN

PROFESSIONAL ENGINEER LICENSED Daniel M. Tadic 18031 03.24.2026 STATE OF IDAHO DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1" SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

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REVISIONS

NO.	DATE	DESCRIPTION

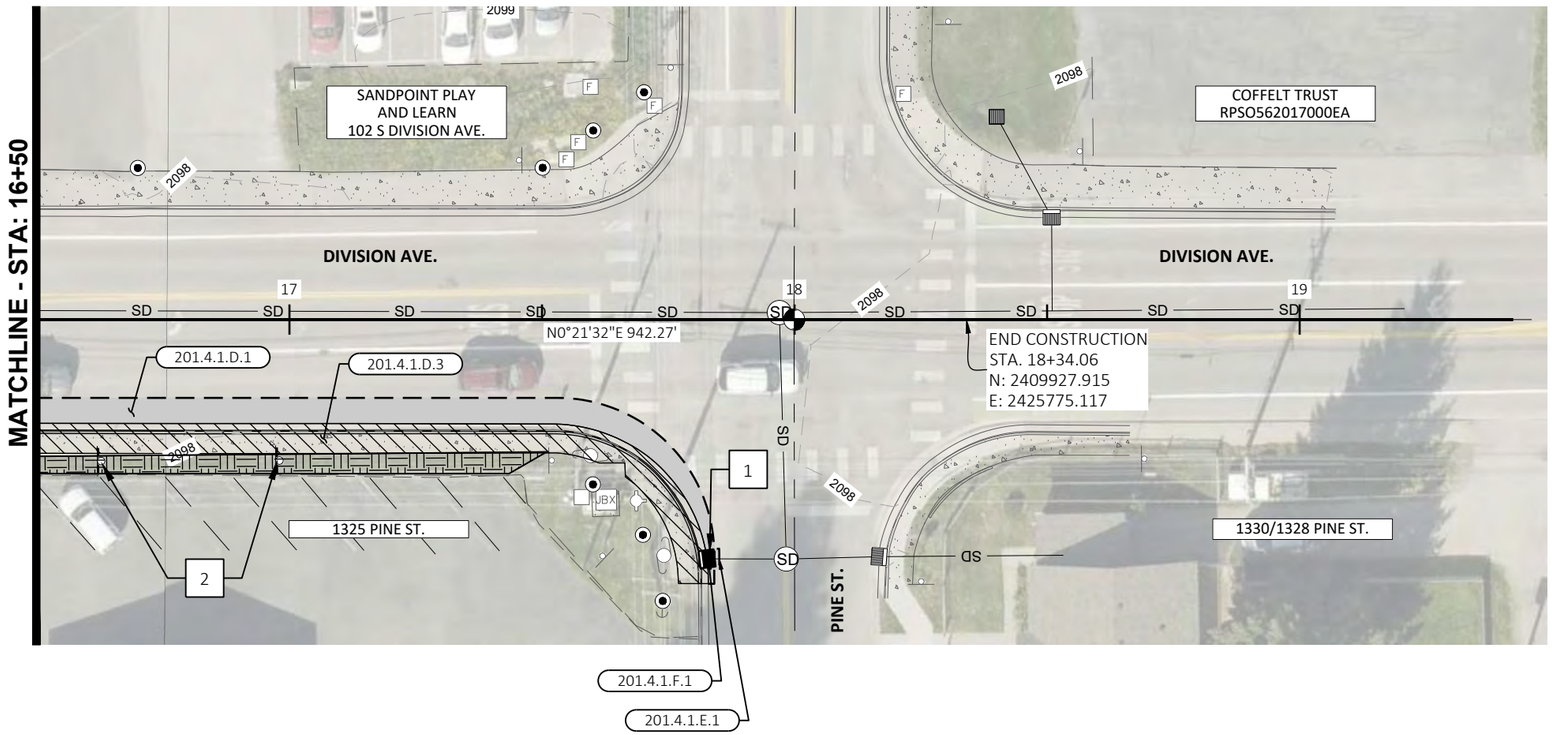
DRAWING: 4

SHEET: 4 OF 13

278

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

PLOT DATE: 3/24/2026 7:17 PM PLOTTED BY: DRAKE SCOTT
LAYOUT: DEMO 1 PATH: Z:\DOCUMENTS\PROJECTS\2025\GS025-17 CITY OF SANDPOINT ENGINEERING SERVICES\DIVISION AVE IMPROVEMENTS PH 2\CAD\PLAN SHEETS\GS025-17 DEMO 1.DWG



SCALE 1"=30'

201.4.1.B.1 CLEARING AND GRUBBING
21 CY STA 16+50.0 – 17+50.9 RT

201.4.1.D.1 REMOVAL OF EXISTING ASPHALT PAVEMENT
80.4 SY STA 16+50.0 – 17+84.6 RT

201.4.1.D.3 REMOVAL OF EXISTING CONCRETE
95.3 SY STA 16+50.0 – 17+82.92 RT

201.4.1.E.1 REMOVAL OF EXISTING STORM PIPE
2.0 LF STA 17+84.6 RT

201.4.1.F.1 REMOVAL OF EXISTING CATCH BASIN
1.0 EA STA 17+82.7, 47.39' RT

1106.4.1.A.1 REMOVAL OF PAVEMENT MARKINGS
PROJECT WIDE LS

LEGEND:

CLEARING AND GRUBBING

REMOVAL OF ASPHALT

REMOVAL OF CONCRETE

SAWCUT

1 SEDIMENT CONTROL SEE DETAIL SHEET 11

2 REMOVE & RESET – BY CITY

NOTE:
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HMH engineering
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DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2

CITY OF SANDPOINT, IDAHO
BONNER COUNTY

DEMOLITION PLAN

PROFESSIONAL ENGINEER LICENSED Daniel M. Tadic 18031 03.24.2026 STATE OF IDAHO DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1" SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

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REVISIONS

NO.	DATE	DESCRIPTION

DRAWING: 5

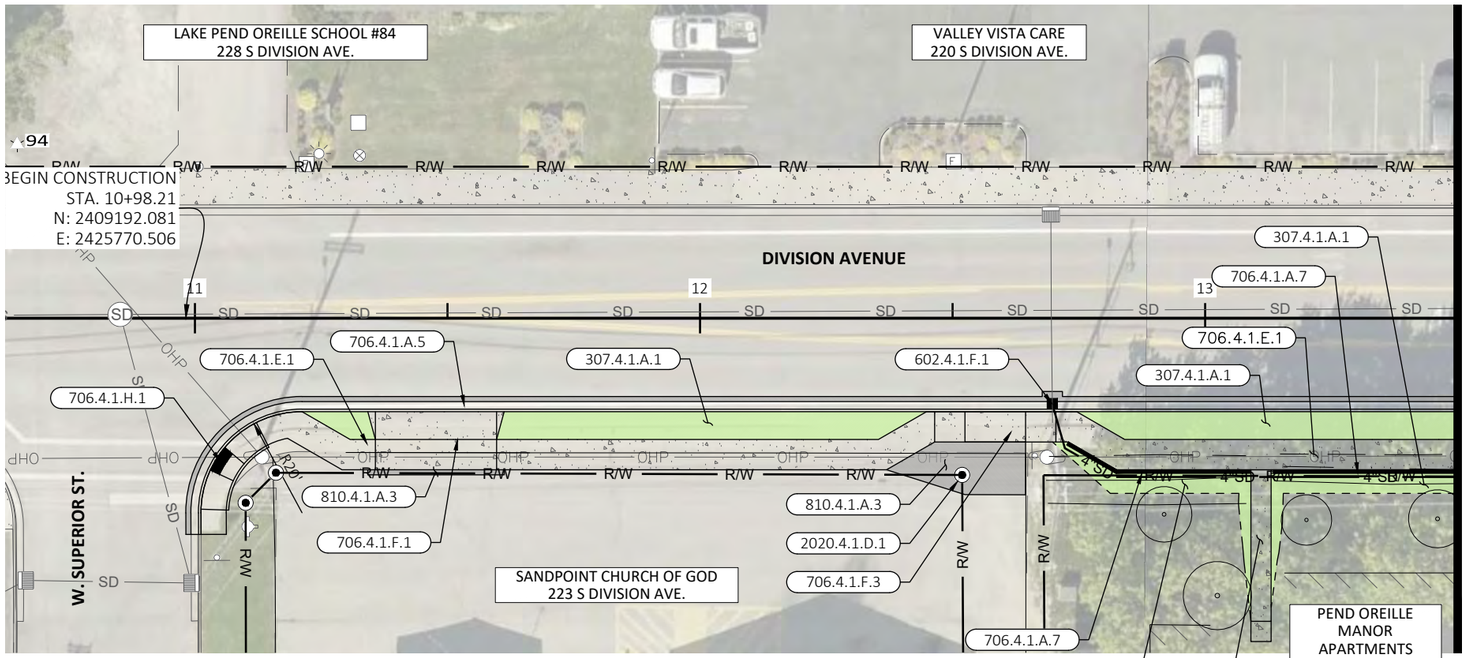
SHEET: 5 OF 15

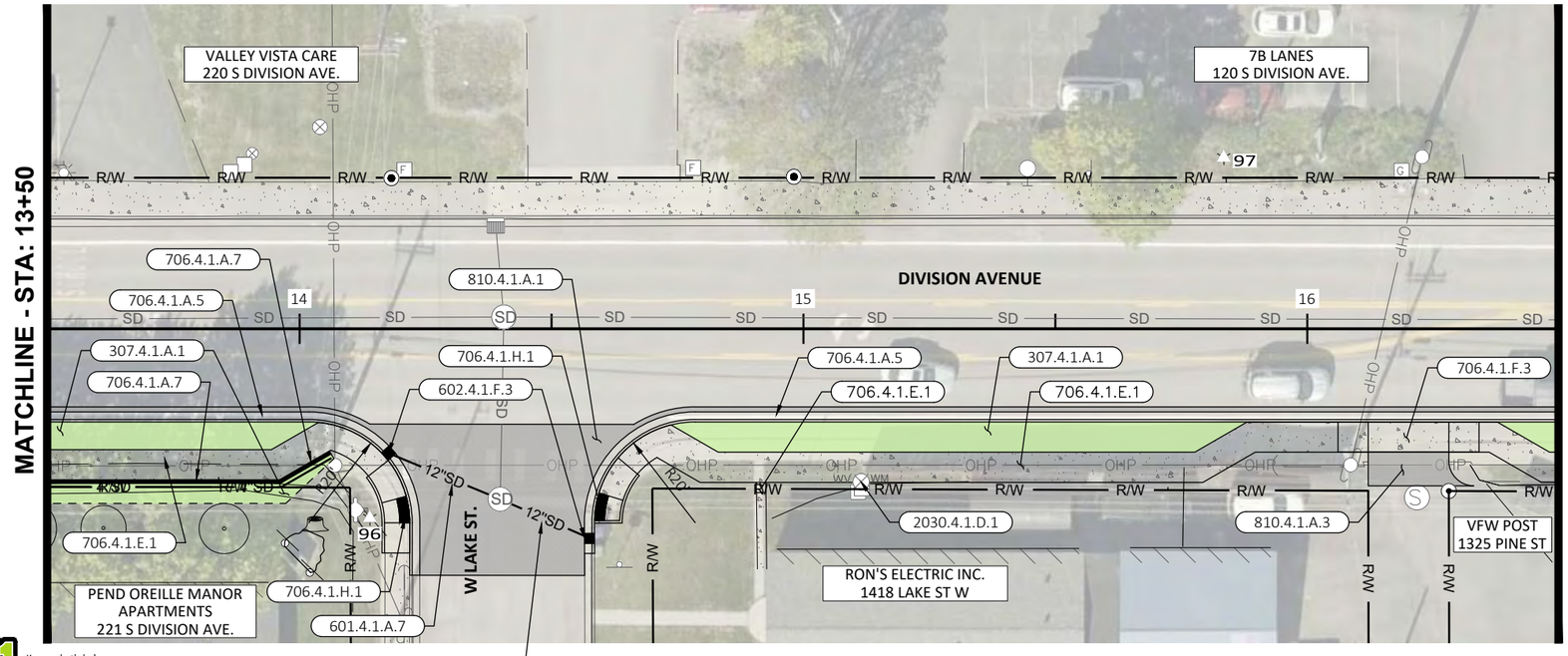
279

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

PLOT DATE: 3/24/2026 7:16 PM PLOTTED BY: DRAKE SCOTT
LAYOUT: DEMO 2 PATH: Z:\DOCUMENTS\PROJECTS\2025\GS025-17 CITY OF SANDPOINT ENGINEERING SERVICES\DIVISION AVE IMPROVEMENTS PH 2\CAD\PLAN SHEETS\GS025-17 DEMO 1.DWG

SCALE: 1" = 30'





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

307.4.1.A.1 MISCELLANEOUS SURFACE RESTORATION (LANDSCAPING)

70 SY STA 11+21.2 – STA 12+44.8 RT
146 SY STA 12+74.6 – STA 14+05.9 RT
66 SY STA 14+73.7 – STA 15+88.1 RT
5 SY STA 16+37.7 – 16+50.0 RT

602.4.1.F.1 CATCH BASIN WSDOT TYPE 1 W/ COMBINATION INLET

1 EA STA 14+17.7, 24.7' RT
1 EA STA 14+56.5, 41.6' RT

602.4.1.F.3 CATCH BASIN WSDOT TYPE 1 W/ RECTANGULAR FRAME AND HERRINBONE GRATE

1 EA STA 12+69.8, 17.0' RT

706.4.1.A.5 STANDARD 6–INCH VERTICAL CURB & GUTTER

359 LF STA 10+99.2 – 14+23.8 RT
210 LF STA 14+56.6 – 16+50.0 RT

706.4.1.E.1 CONCRETE SIDEWALKS, THICKNESS 4"

241 SY STA 11+01.2 – STA 14+21.9 RT
134 SY STA 14+58.5 – STA 16+50.0 RT

706.4.1.F.1 CITY OF SANDPOINT CONCRETE DRIVEWAY A

32 SY STA 11+48.6 RT

706.4.1.F.3 CITY OF SANDPOINT CONCRETE DRIVEWAY B

16 SY STA 12+58.5 RT
19 SY STA 16+20.2 RT

706.4.1.H.1 PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES TYPE G

11 SY STA 11+06.0 RT
11 SY STA 14+19.7 RT
8 SY STA 14+60.8 RT

810.4.1.A.1 PLANT MIX PAVEMENT 4"

181 SY STA 10+98.2 – 16+50.0 RT

810.4.1.A.3 PLANT MIX PAVEMENT 2.5"

4 SY STA 11+34.2 – STA 11+61.2 RT
25 SY STA 12+36.9 – STA 12+64.4 RT
12 SY STA 16+12.1 – STA 16+33.0 RT

2030.4.1.D.1 MISCELLANEOUS UTILITY, ADJUST TO GRADE

1 EA STA 15+11.5, 30.4' RT

2020.4.1.D.1 ADJUSTING EXISTING MONUMENTS TO GRADE

1 EA STA 12+50

601.4.1.A.7 12–INCH STORM DRAIN PIPE. CLASS AASHTO M 294 CORRUGATED POLYETHYLENE PIPE (CPP)

24 LF STA. 14+28
19 LF STA. 14+48

706.4.1.A.7 LOW PROFILE BARRIER CURB

37 LF STA. 12+72 TO STA. 13+09
92.5 LF STA. 13+13.5 TO STA. 14+06

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Ponderay, ID 83852
(208) 635-5825

Item # 12.

DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2

CITY OF SANDPOINT, IDAHO
BONNER COUNTY

ROADWAY IMPROVEMENTS PLAN

PROFESSIONAL ENGINEER LICENSED Daniel M. Tadic 18031 03.24.2026 STATE OF IDAHO DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1" SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

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REVISIONS

NO.	DATE	DESCRIPTION

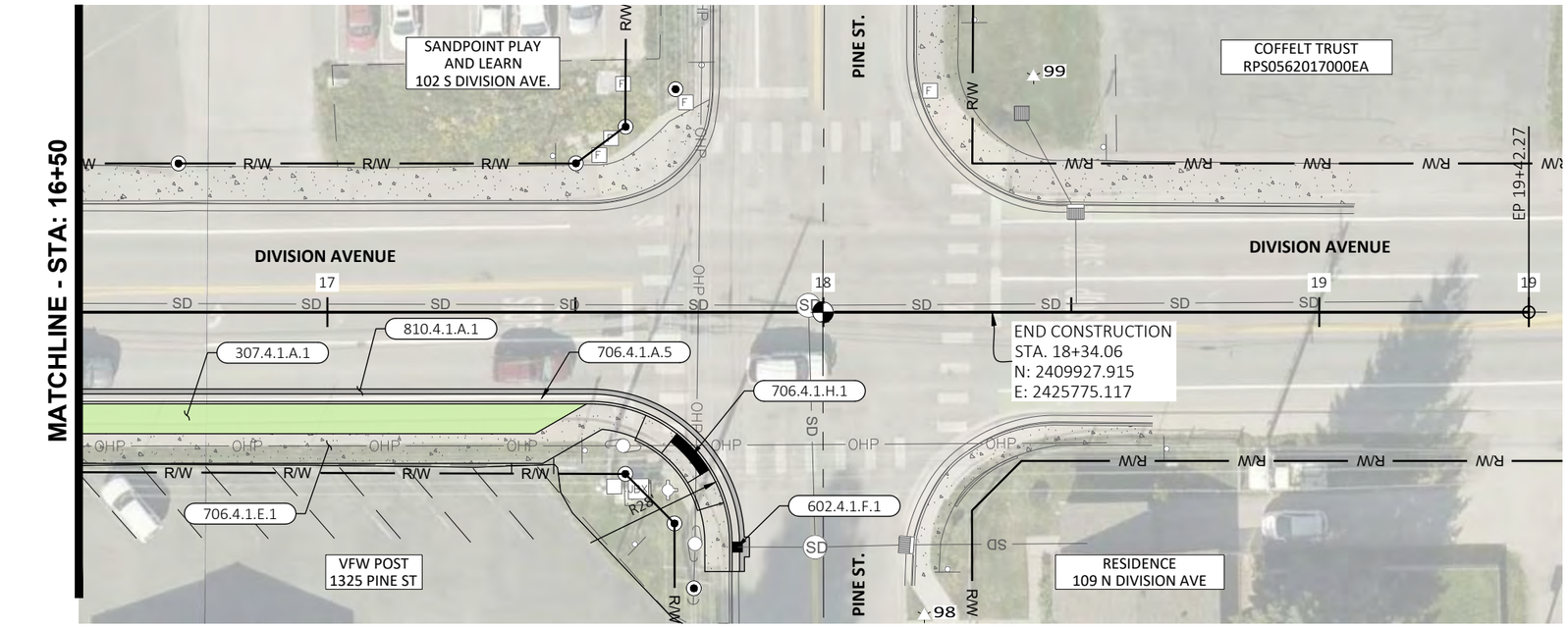
DRAWING: 6

SHEET: 6 OF 13

280

PLOT DATE: 3/24/2026 7:15 PM PLOTTED BY: DYLAN JONES
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SCALE: 1" = 30'



307.4.1.A.1 MISCELLANEOUS SURFACE RESTORATION (LANDSCAPING)
65 SY STA 16+50.0 – STA 17+52.3 RT

602.4.1.F.1 CATCH BASIN WSDOT TYPE 1 W/ COMBINATION INLET
1 EA STA 17+82.7, 47.4' RT

706.4.1.A.5 STANDARD 6–INCH VERTICAL CURB & GUTTER
154 LF STA 16+50.0 – STA 17+83.1 RT

706.4.1.E.1 CONCRETE SIDEWALKS, THICKNESS 4"
93 SY STA 16+50.0 – STA 17+81.1 RT

706.4.1.H.1 PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES TYPE G
13 SY STA 17+72.5 RT

810.4.1.A.3 PLANT MIX PAVEMENT 4"
19 SY STA 16+50.0 – STA 17+85.1

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DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2
CITY OF SANDPOINT, IDAHO
BONNER COUNTY

ROADWAY IMPROVEMENTS PLAN

PROFESSIONAL ENGINEER LICENSED Daniel M. Tadic 18031 03.24.2026 STATE OF IDAHO DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1" SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

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REVISIONS

NO.	DATE	DESCRIPTION

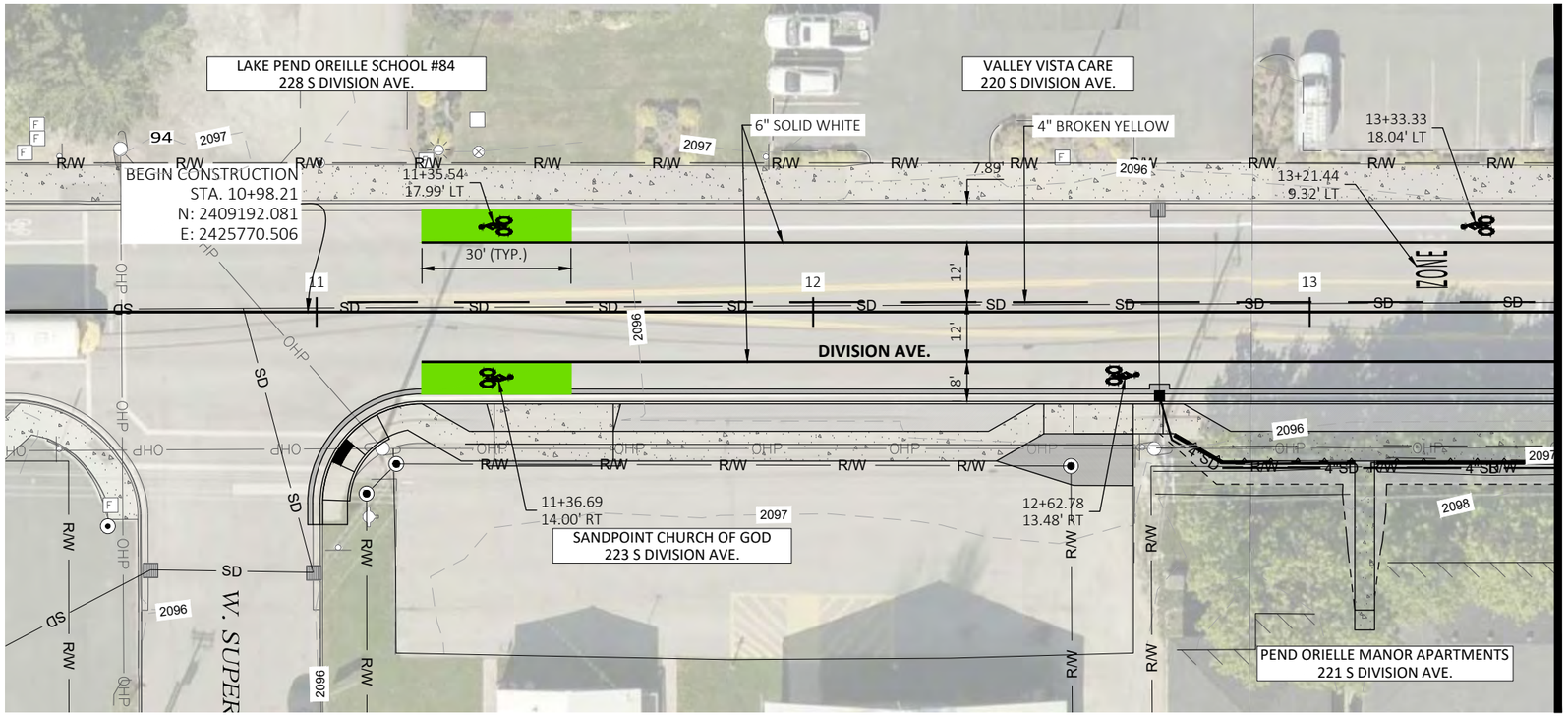
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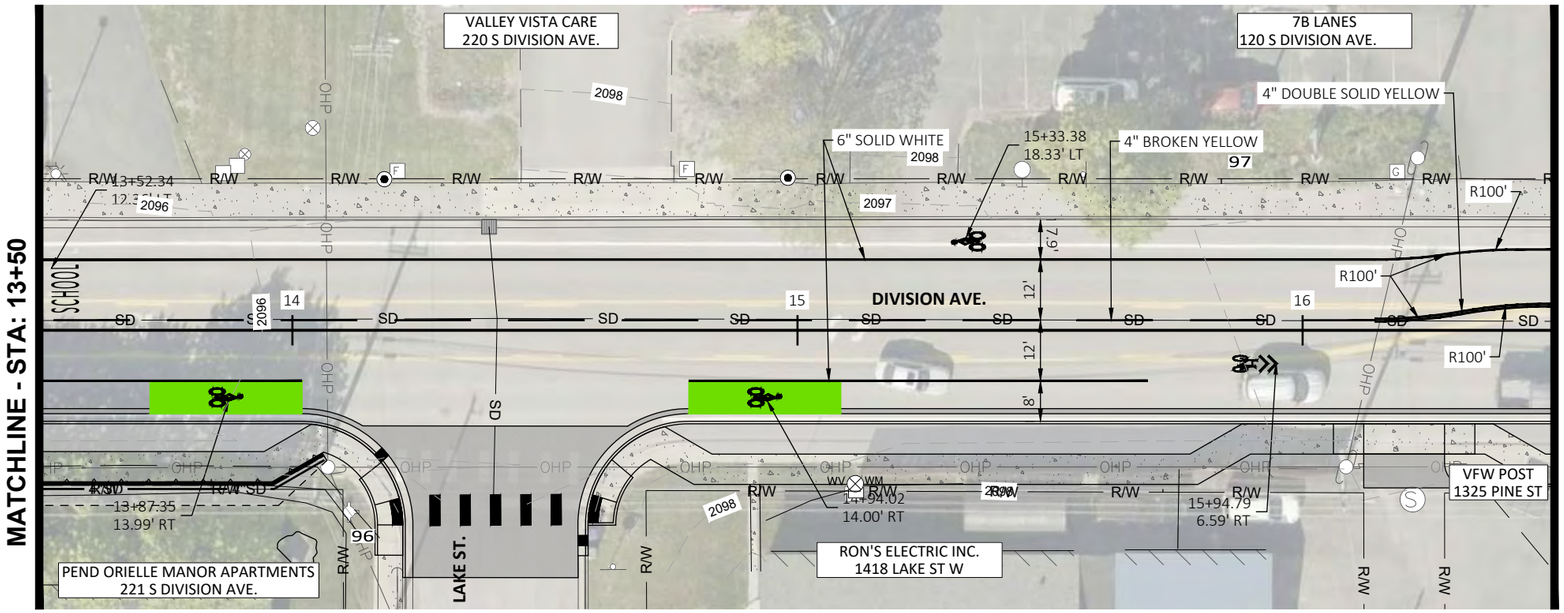
SHEET: 7 OF 15

281

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

PLOT DATE: 3/24/2026 7:16 PM PLOTTED BY: DYLAN JONES
LAYOUT: PLAN 2 PATH: Z:\DOCUMENTS\PROJECTS\2025\GS025-17 CITY OF SANDPOINT ENGINEERING SERVICES\DIVISION AVE IMPROVEMENTS PH 2\CAD\PLAN SHEETS\GS025-17 PLAN.DWG





SCALE: 1" = 30'

1104.4.1.A.1 PAVEMENT LINE PAINT OR PAINTED TRAFFIC MARKINGS
1,391 SF STA 11+06.3 – STA 16+50.0

1104.4.1.A.3 THERMOPLASTIC PAVEMENT MARKINGS
301 SF STA 11+06.3 – STA 16+50.0

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Item # 12.

DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2

CITY OF SANDPOINT, IDAHO
BONNER COUNTY

PAVEMENT MARKING PLAN

PROFESSIONAL ENGINEER LICENSED Daniel M. Tadic 18031 03.24.2026 STATE OF IDAHO DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1" SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

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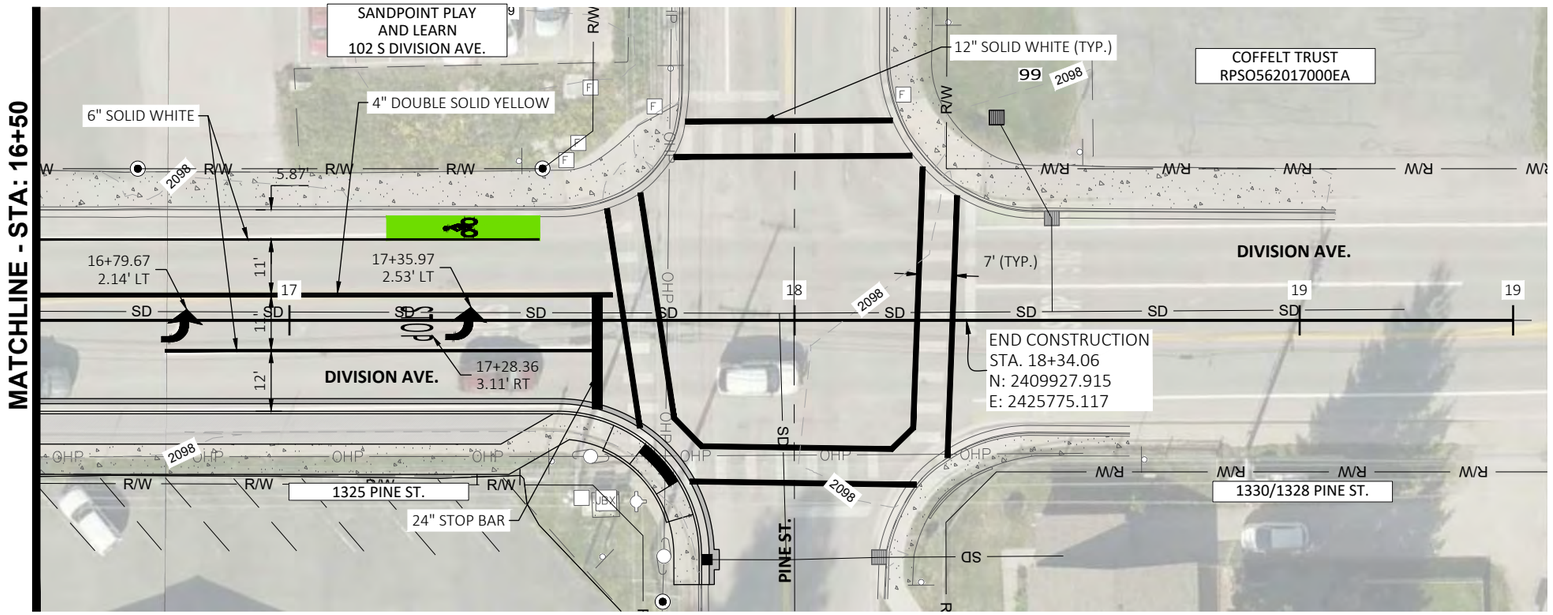
DRAWING: 8

SHEET: 8 OF 13

282

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Item # 12.



SCALE: 1" = 30'

1104.4.1.A.1 PAVEMENT LINE PAINT OR PAINTED TRAFFIC MARKINGS
364 SF STA 16+50.0 – STA 18+32.2

1104.4.1.A.3 THERMOPLASTIC PAVEMENT MARKINGS
488 SF STA 16+50.0 – 18+32.2

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DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2

CITY OF SANDPOINT, IDAHO
BONNER COUNTY

PAVEMENT MARKING PLAN

PROFESSIONAL ENGINEER LICENSED Daniel M. Tadic 18031 03.24.2026 STATE OF IDAHO DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1" SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

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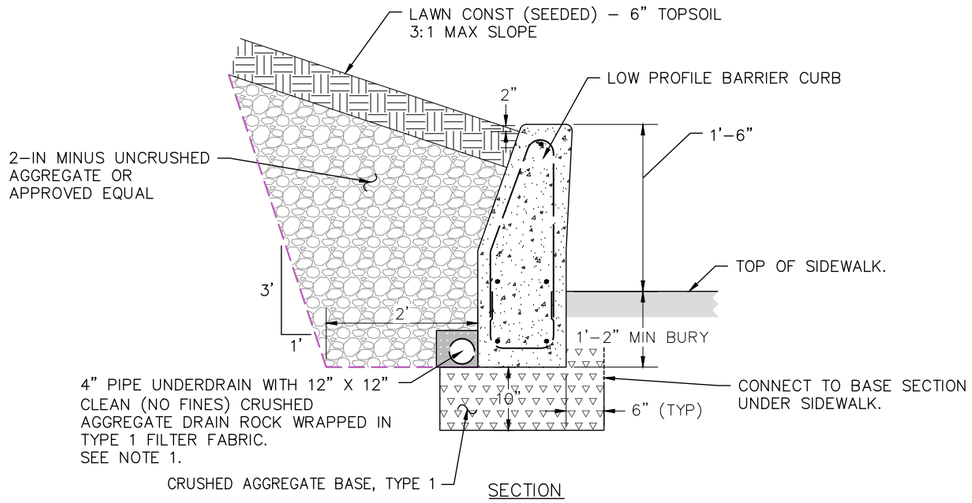
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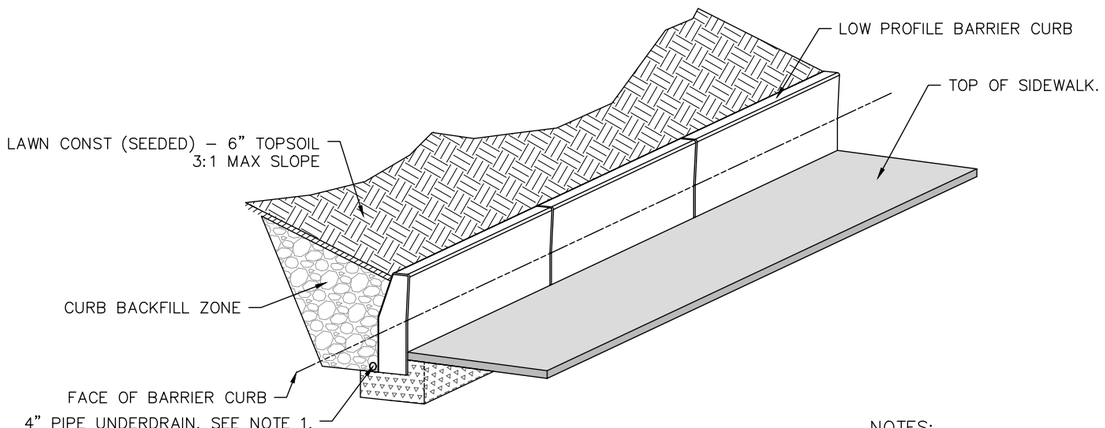
SHEET: 9 OF 13

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

PLOT DATE: 3/24/2026 7:35 PM PLOTTED BY: DYLAN JONES
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SECTION



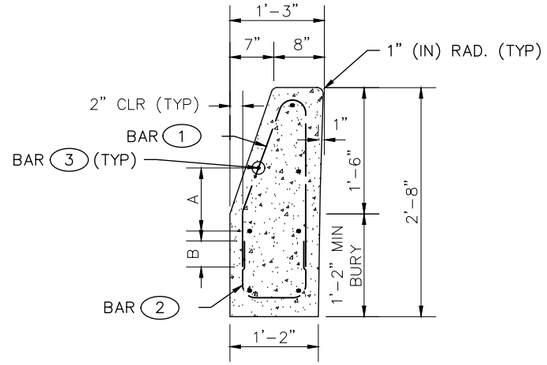
ISOMETRIC

INSTALLATION

WHERE USED:
STA 12+72.61 – STA 13+09.05 RT
STA 13+13.53 – STA 14+06.25 RT

NOTES:
1. WHEN THE LOW PROFILE BARRIER CURB TERMINATES, USE NON PERFORATED PIPE AND EXTEND THE PIPE UNDERDRAIN TO CONNECT DIRECTLY INTO AN INLET AS SPECIFIED ON THE PLANS. ENSURE POSITIVE DRAINAGE FROM THE PIPE UNDERDRAIN TO THE INLET.

LOW PROFILE BARRIER CURB INSTALLATION

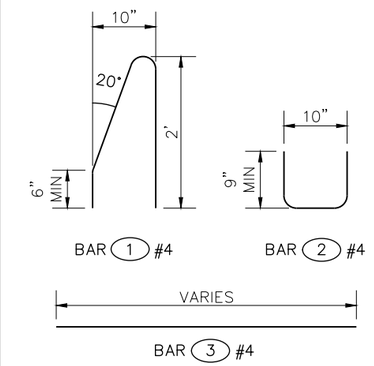


TYPICAL SECTION
1" = 2'

DIMENSION	NOTE	MIN
A	DISTANCE BETWEEN HORIZONTAL BAR (3)	**SEE NOTE
B	OVERLAP BETWEEN BAR (1) AND BAR (2)	6"

** MINIMUM OF 3 ROWS OF HORIZONTAL BAR REQUIRED, SET AT 2 EQUAL SPACES. MAXIMUM DISTANCE BETWEEN HORIZONTAL BARS SHALL BE NO GREATER THAN 11" (IN).

BENDING DIAGRAM



NOTES
ALL BAR IS #4.
ALL BENDS ARE 2" RADIUS.
ALL DIMENSIONS ARE OUT TO OUT.
REBAR SHALL BE BENT/WRAPPED AROUND CATCH BASINS AND INLETS, NOT TERMINATED.

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Item # 12.

DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2
CITY OF SANDPOINT, IDAHO
BONNER COUNTY

DETAILS

PROFESSIONAL ENGINEER
LICENSED
Daniel M. Tadic
18031
03.24.2026
STATE OF IDAHO
DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1"
SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

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NO.	DATE	DESCRIPTION

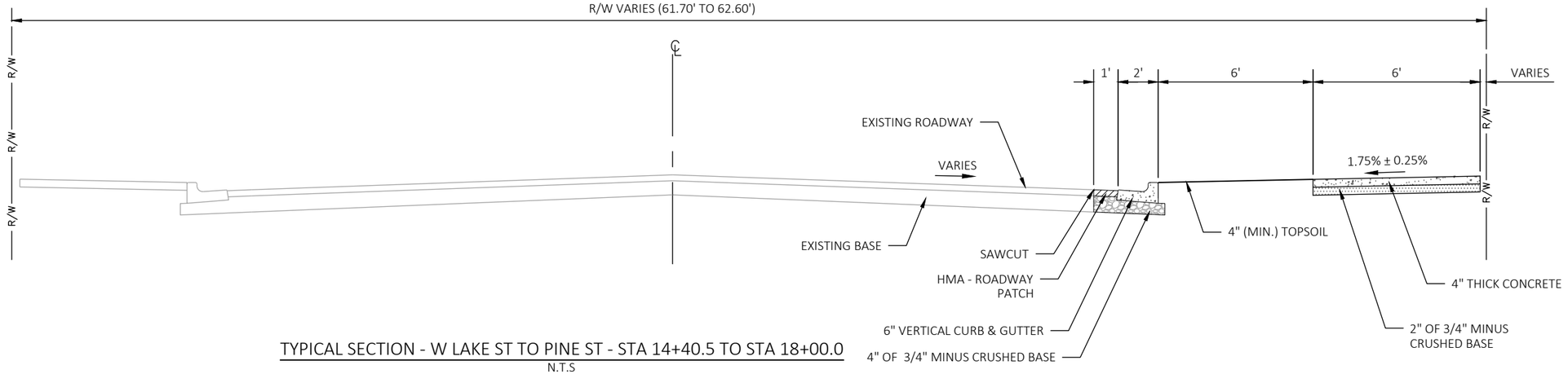
DRAWING: 10

SHEET: 10 OF 15

284

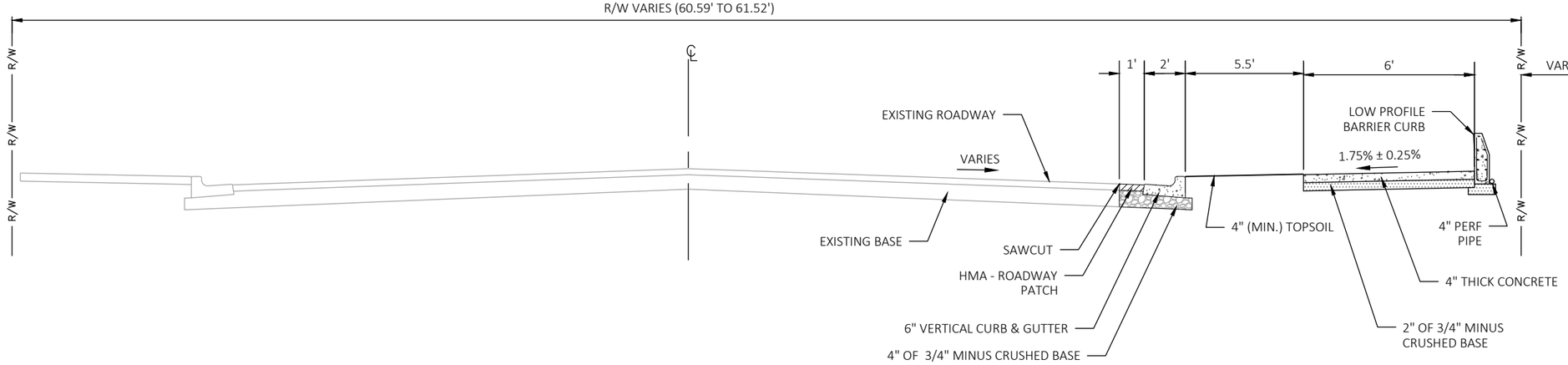
811 Know what's below. Call before you dig.

PLOT DATE: 3/24/2026 6:46 PM PLOTTED BY: DRAKE SCOTT
LAYOUT: DTL 3 PATH: Z:\DOCUMENTS\PROJECTS\2025\GS025-17 CITY OF SANDPOINT ENGINEERING SERVICES\DIVISION AVE IMPROVEMENTS PH 2\CAD\PLAN SHEETS\GS025-17 DTL.DWG



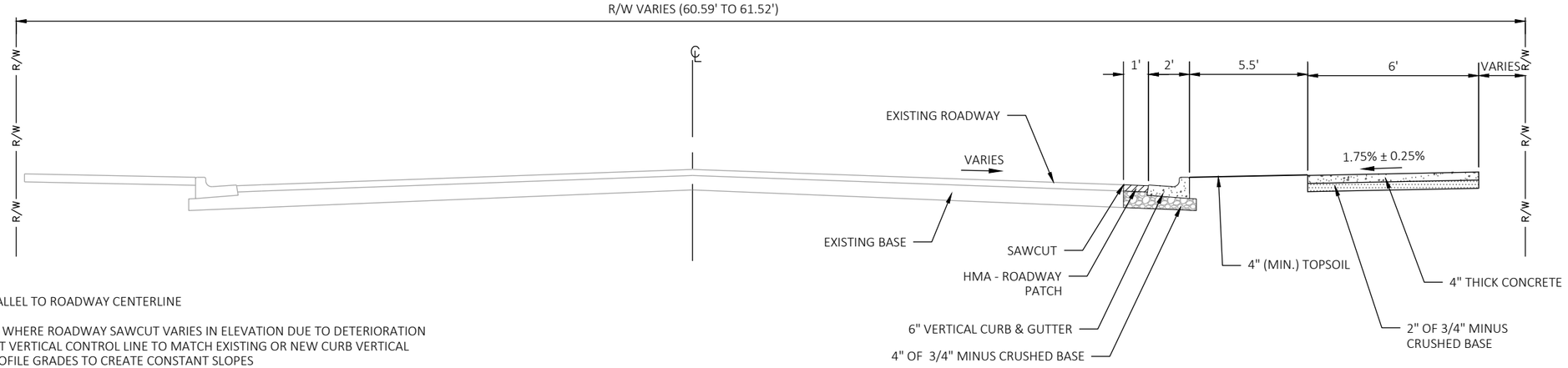
TYPICAL SECTION - W LAKE ST TO PINE ST - STA 14+40.5 TO STA 18+00.0

N.T.S



TYPICAL SECTION - SOUTH TO NORTH END OF CURB WALL - STA 12+72.6 TO STA 14+06.3

N.T.S



NOTES:

1. SAWCUT PARALLEL TO ROADWAY CENTERLINE

2. IN INSTANCES WHERE ROADWAY SAWCUT VARIES IN ELEVATION DUE TO DETERIORATION OR RUTS; ADJUST VERTICAL CONTROL LINE TO MATCH EXISTING OR NEW CURB VERTICAL CURVES AND PROFILE GRADES TO CREATE CONSTANT SLOPES

TYPICAL SECTION - W SUPERIOR ST TO W LAKE ST - STA 10+82.9 TO STA 12+72.6 AND STA 14+06.3 TO STA 14+40.5

N.T.S

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

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(208) 635-5825

DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2

CITY OF SANDPOINT, IDAHO
BONNER COUNTY

DETAILS

PROFESSIONAL ENGINEER
LICENSED
Daniel M. Tadic
18031
03.24.2026
STATE OF IDAHO
DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1" SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

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REVISIONS

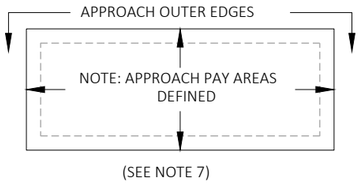
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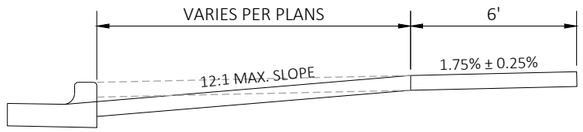
SHEET: 11 OF 13

285

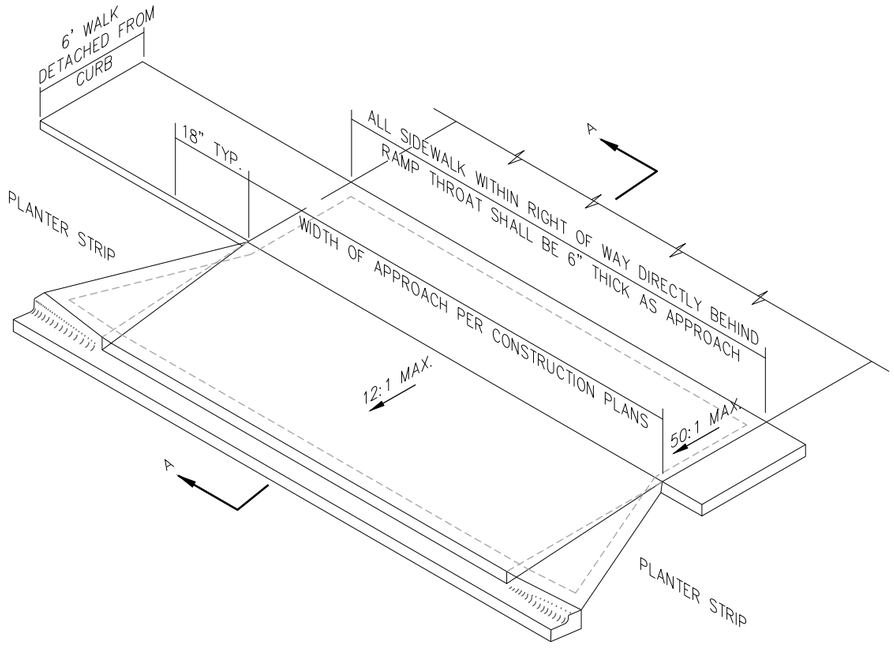
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LAYOUT: TYPS 1 PATH: Z:\DOCUMENTS\PROJECTS\2025\GS025-17 CITY OF SANDPOINT ENGINEERING SERVICES\DIVISION AVE IMPROVEMENTS PH 2\CAD\PLAN SHEETS\GS025-17 DTL.DWG



PAY QUANTITY DETAIL



SECTION A-A

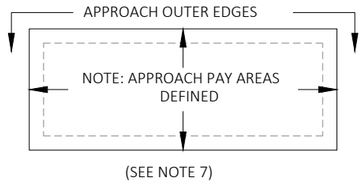


NOTES:

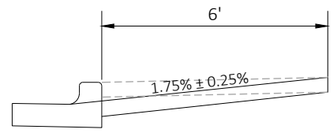
1. APPROACH TO CONFORM TO THE LATEST ADA STANDARDS.
2. INSTALL EXPANSION JOINT AT TIP OF APPROACH WINGS AND WHERE SIDEWALK CHANGES THICKNESS.
3. BASE TO BE A 4" THICKNESS OF 3/4" MINUS CRUSHED AGGREGATE PER SECTION - 802.
4. APPROACH THROAT WIDTHS SET BY POLICY AND APPLICATION. ALL CONCRETE TO BE 6" THICK FROM TIP OF WING TO TIP OF WING UP TO THE EXPANSION JOINT. WHEN SIDEWALK IS SEPARATE FROM CURB THE SIDEWALK IMMEDIATELY BEHIND THE APPROACH THROAT SHALL BE 6" THICK.
5. ALL CONCRETE SHALL BE CLASS 3000 PER SECTION - 703.
6. SIDEWALK WIDTH MAY VARY.
7. PAY QUANTITIES FOR URBAN APPROACHES SHALL INCLUDE THE APPROACH RAMP/DRIVEWAY AREA (TO INCLUDE SIDEWALK BEHIND APPROACH) AND THE APPROACH FLARES/WINGS.
8. 1/2" REBAR @ 18" O.C. BOTH WAYS IN 6" APRON & SIDEWALK IS REQUIRED, OR EQUIVALENT AS DETERMINED BY CITY.

CITY OF SANDPOINT STANDARD APPROACH TYPE A

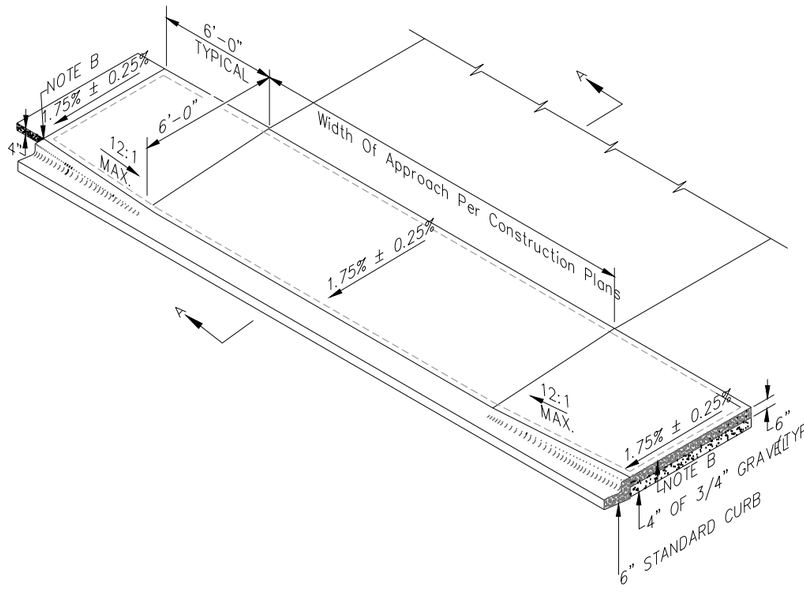
N.T.S



PAY QUANTITY DETAIL



SECTION A-A



NOTES:

1. APPROACH TO CONFORM TO THE LATEST ADA STANDARDS.
2. INSTALL EXPANSION JOINT AT TIP OF APPROACH WINGS AND WHERE SIDEWALK CHANGES THICKNESS.
3. BASE TO BE A 4" THICKNESS OF 3/4" MINUS CRUSHED AGGREGATE PER SECTION - 802.
4. APPROACH THROAT WIDTHS SET BY POLICY AND APPLICATION. ALL CONCRETE TO BE 6" THICK FROM TIP OF WING TO TIP OF WING UP TO THE EXPANSION JOINT.
5. ALL CONCRETE SHALL BE CLASS 3000 PER SECTION - 703.
6. SIDEWALK WIDTH MAY VARY.
7. PAY QUANTITIES FOR URBAN APPROACHES SHALL INCLUDE THE APPROACH RAMP/DRIVEWAY AREA (TO INCLUDE SIDEWALK BEHIND APPROACH) AND THE APPROACH FLARES/WINGS.
8. 1/2" REBAR @ 18" O.C. BOTH WAYS IN 6" APRON & SIDEWALK IS REQUIRED, OR EQUIVALENT AS DETERMINED BY CITY.

CITY OF SANDPOINT STANDARD APPROACH TYPE B

N.T.S

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

HMH engineering
476864 Highway 95, Suite 3
Ponderay, ID 83852
(208) 635-5825

Item # 12.

DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2

CITY OF SANDPOINT, IDAHO
BONNER COUNTY

DETAILS

PROFESSIONAL ENGINEER LICENSED Daniel M. Tadic 18031 03.24.2026 STATE OF IDAHO DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1" SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

© 2026 HMH ENGINEERING

REVISIONS

NO.	DATE	DESCRIPTION

DRAWING: 12

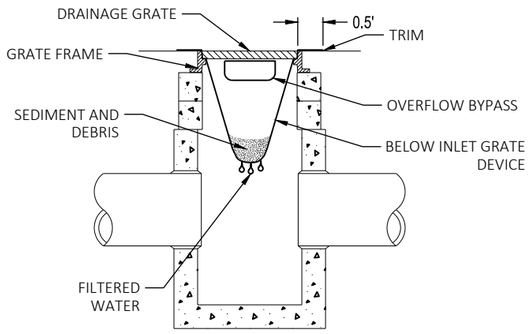
SHEET: 12 OF 13

286

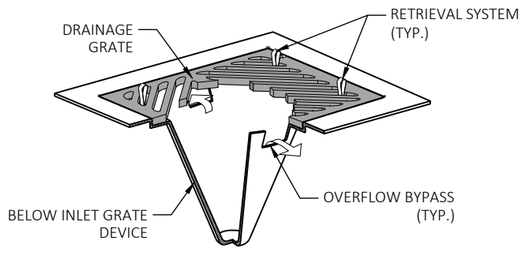
PLOT DATE: 3/24/2026 6:45 PM PLOTTED BY: DRAKE SCOTT
LAYOUT: DTL 1 PATH: Z:\DOCUMENTS\PROJECTS\2025\GS025-17 CITY OF SANDPOINT ENGINEERING SERVICES\DIVISION AVE IMPROVEMENTS PH 2\CAD\PLAN SHEETS\GS025-17 DTL.DWG

NOTES:

1. PLACE FILTER FABRIC BELOW THE GRATE WITH 0.5' MINIMUM TUCKED AROUND GRATE SIDES TO ENSURE THAT THE FILTER FABRIC IS SECURE.
2. SIZE THE BELOW INLET GRATE DEVICE (BIGD) FOR THE STORM WATER STRUCTURE IT WILL SERVICE.
3. THE BIGD SHALL HAVE A BUILT-IN HIGH-FLOW RELIEF SYSTEM (OVERFLOW BYPASS).
4. THE RETRIEVAL SYSTEM MUST ALLOW REMOVAL OF THE BIGD WITHOUT SPILLING THE COLLECTED MATERIAL.
5. PERFORM MAINTENANCE IN ACCORDANCE WITH BEST PRACTICES.



CATCH BASIN/INLET



BELOW INLET GRATE DEVICE DETAIL

TYPICAL INLET PROTECTION

NOT TO SCALE

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

HMH engineering
476864 Highway 95, Suite 3
Ponderay, ID 83852
(208) 635-5825

DIVISION AVE. CORRIDOR IMPROVEMENTS PHASE 2
CITY OF SANDPOINT, IDAHO
BONNER COUNTY

DETAILS

PROFESSIONAL ENGINEER LICENSED Daniel M. Tadic 18031 03.24.2026 STATE OF IDAHO DANIEL M. TADIC

CONSTRUCTION DRAWINGS

1" SCALE: (11X17 ONLY)

PROJECT NO: GS025-17
DRAWN BY: C. SMITH
CHECKED BY: D. TADIC
DATE: 03.24.2026

© 2026 HMH ENGINEERING

REVISIONS

NO.	DATE	DESCRIPTION

DRAWING: 13

SHEET: 13 OF 13

PLOT DATE: 3/24/2026 6:45 PM PLOTTED BY: DRAKE SCOTT
LAYOUT: DTL 2 PATH: Z:\DOCUMENTS\PROJECTS\2025\GS025-17 CITY OF SANDPOINT ENGINEERING SERVICES\DIVISION AVE IMPROVEMENTS PH 2\CAD\PLAN SHEETS\GS025-17 DTL.DWG

BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

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

LHTAC is facilitating the bidding process on behalf of the City of Sandpoint. Bids will be received and opened by LHTAC. The City of Sandpoint is the Owner and retains sole authority for bid evaluation, award, and contract execution.

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

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

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

C. State of Idaho Public Works Contractor's License No.: PWC-C-12090 ;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

BID SCHEDULE A – BASE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
201.4.1.B.1	CLEARING AND GRUBBING (6" DEPTH) Per Cubic Yard	CY	55	$ 83.60	$ 4,598.00

201.4.1.D.1	REMOVAL OF EXISTING ASPHALT PAVEMENT Per Square Yard	SY	550	$ 14.00	$ 7,700.00
201.4.1.D.3	REMOVAL OF EXISTING CONCRETE Per Square Yard	SY	500	$ 22.00	$ 11,000.00
201.4.1.E.1	REMOVAL OF STORM PIPE Per Linear Foot	LF	30	$ 76.70	$ 2,301.00
201.4.1.E.3	REMOVAL OF EXISTING FENCE Per Linear Foot	LF	100	$ 23.37	$ 2,337.00
201.4.1.F.1	REMOVAL OF CATCH BASIN Per Each	EA	4	$ 1,170.00	$ 4,680.00
202.4.1.A.1	EXCAVATION Per Cubic Yard	CY	250	$ 45.50	$ 11,375.00
307.4.1.A.1	MISCELLANEOUS SURFACE RESTORATION (LANDSCAPING) Per Square Yard	SY	400	$ 21.48	$ 8,592.00
601.4.1.A.7	12-INCH STORM DRAIN PIPE, CLASS AASHTO M 294 CORRUGATED POLYETHYLENE (CPP) Per Linear Foot	LF	45	$ 145.30	$ 6,538.50
602.4.1.F.1	CATCH BASIN, WSDOT TYPE 1 W/COMBINATION INLET Per Each	EA	3	$ 6,272.50	$ 18,817.50
602.4.1.F.3	CATCH BASIN, WSDOT TYPE 1 W/RECTANGULAR FRAME & HERRINGBONE GRATE Per Each	EA	1	$ 5,622.50	$ 5,622.50
706.4.1.A.5	6 INCH VERTICAL CURB & GUTTER Per Linear Foot	LF	730	$ 51.00	$ 37,230.00
706.4.1.A.7	LOW PROFILE BARRIER CURB Per Linear Foot	LF	140	$ 318.00	$ 44,520.00
706.4.1.E.1	CONCRETE SIDEWALKS, THICKNESS 4" Per Square Yard	SY	475	$ 84.50	$ 40,137.50
706.4.1.F.1	CITY OF SANDPOINT CONCRETE DRIVEWAY APPROACH A Per Square Yard	SY	35	$ 150.60	$ 5,271.00
706.4.1.F.3	CITY OF SANDPOINT CONCRETE DRIVEWAY APPROACH Per Square Yard	SY	40	$ 150.20	$ 6,008.00

706.4.1.H.1	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES TYPE G Per Square Yard	SY	45	$ 214.50	$ 9,652.50
802.4.1.B.1	CRUSHED AGGREGATE FOR BASE, TYPE 1 Per Tonnage	TON	350	$ 54.25	$ 18,987.50
810.4.1.A.1	PLANT MIX PAVEMENT 4 " Per Square Yard	SY	210	$ 63.40	$ 13,314.00
810.4.1.A.3	PLANT MIX PAVEMENT 2.5" Per Square Yard	SY	45	$ 51.00	$ 2,295.00
1001.4.1.A.1	SEDIMENT CONTROL AND CONSTRUCTION SITE MANAGEMENT Per Lump Sum	LS	1	$ 1,125.00	$ 1,125.00
1103.4.1.A.1	CONSTRUCTION TRAFFIC CONTROL Per Lump Sum	LS	1	$ 39,000.00	$ 39,000.00
1104.4.1.A.1	PAVEMENT LINE PAINT OR PAINTED TRAFFIC MARKINGS Per Square Foot	SF	1,800	$ 2.60	$ 4,680.00
1104.4.1.A.3	THERMOPLASTIC PAVEMENT MARKINGS Per Square Foot	SF	800	$ 17.55	$ 14,040.00
1106.4.1.A.1	REMOVAL OF PAVEMENT MARKINGS Per Lump Sum	LS	1	$ 7,475.00	$ 7,475.00
2010.4.1.A.1	MOBILIZATION Per Lump Sum	LS	1	$ 22,000.00	$ 22,000.00
2020.4.1.D.1	ADJUSTING EXISTING MONUMENTS TO GRADE Per Each	EA	1	305.00	305.00
2030.4.1.B.1	CATCH BASIN, ADJUST TO GRADE Per Each	EA	4	$ 250.00	$ 1,000.00
2030.4.1.D.1	MISCELLANEOUS UTILITY, ADJUST TO GRADE Per Each	EA	2	$ 270.00	$ 540.00
	TOTAL OF BID SCHEDULE A				$ 351,142.00

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item,

2. each Bid Unit Price includes all applicable taxes and fees, and
3. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that all items included in Base Bid, if awarded, will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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

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

5.01 *Bid Acceptance Period*

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

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

4-16-24

Addendum Number	Addendum Date
Non-Applicable	Non-Applicable

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

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

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such drawings.

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

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
   a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

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

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

BIDDER hereby submits this Bid as set forth above:

Bidder:

Interstate Concrete & Asphalt Company
(typed or printed name of organization)

By: 
(individual's signature)

Name: Jeff Meyer
(typed or printed)

Title: Area Manager ICA North
(typed or printed)

Date: April 16, 2026
(typed or printed)

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

Attest: 
(individual's signature)

Name: Shelley R. Thomas
(typed or printed)

Title: Contract Administrator
(typed or printed)

Date: April 16, 2026
(typed or printed)

Address for giving notices:
PO Box 1113, Sandpoint, ID 83864
samuel.williams@interstate-ica.com

Bidder's Contact:

Name: Samuel Williams
(typed or printed)

Title: Project Manager/Estimator
(typed or printed)

Phone: 208.290.2670

Email: samuel.williams@interstate-ica.com

Address:
PO Box 1113, Sandpoint, ID 83864

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

INTERSTATE
CONCRETE & ASPHALT
A CRH COMPANY

CERTIFICATE OF AUTHORITY

TO: City of Sandpoint: Bid No. 26-3170-1 Division Ave Corridor Improvement Project

ENTITY: Interstate Concrete and Asphalt Company

SUBJECT: Jeff Meyer

I, Jeremiah K Lemons, Vice President for Interstate Concrete and Asphalt Company, certify that Jeff Meyer, Sandpoint Area Manager of Interstate Concrete and Asphalt Company, has legal authority to sign on behalf of the company in all matters, without the signature of others, including legal contracts and all other business documents, with regards to City of Sandpoint: Bid No. 26-3170-1 Division Ave Corridor Improvement Project.

This certificate is issued on the 6th day of April 2026.

Respectfully,

Jeremiah Lemons
6A9E7E23E59E8AAF726949A1A49A3091 readysign

Jeremiah K Lemons
Vice President
Interstate Concrete and Asphalt Company

INTERSTATE CONCRETE & ASPHALT COMPANY CORPORATE SEAL 1976 IDAHO

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

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of March A.D. 2026.

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1877 NEW YORK

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

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

By: Thomas O. McClellan
Vice President

Daniel Lutes

By: Daniel Lutes
Secretary

State of Maryland
County of Baltimore

On this 6th day of March A.D. 2026 before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Daniel Lutes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

GENEVIEVE M. MAISON NOTARY PUBLIC EXP. 01/27/2029 BALTIMORE COUNTY, MD

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies. this 16th day of April, 2026.

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1973 NEW YORK

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

MJ Pethick

Mary Jean Pethick
Vice President

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

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

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

BID BOND (PENAL SUM FORM)

Bidder Name: Interstate Concrete & Asphalt Co. Address *(principal place of business)*: PO Box 1113 Sandpoint, ID 83864	**Surety** Name: Fidelity and Deposit Comp Address *(principal place of business)*: 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056
Owner Name: City of Sandpoint Address *(principal place of business)*: 1123 Lake Street Sandpoint, ID 83864	**Bid** Project *(name and location)*: 26-3170-1 Division Ave Corridor Improvement Project – Phase 2 Bid Due Date: **April 16, 2026**

Bond

Penal Sum: ***Five Percent of Amount Bid***

Date of Bond: April 16, 2026

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

Bidder	Surety
Interstate Concrete & Asphalt Company	Fidelity and Deposit Company of Maryland
(Full formal name of Bidder)	*(Full formal name of Surety) (corporate seal)*
By: *(Signature)*	By: *(Signature) (Attach Power of Attorney)*
Name: Jeff Meyer *(Printed or typed)*	Name: Shelley R. Thomas *(Printed or typed)*
Title: Area Manager ICA North	Title: Contract Administrator
Attest: *(Signature)*	Attest: *(Signature)*
Name: Aaron Peterson *(Printed or typed)*	Name: Aaron Peterson *(Printed or typed)*
Title: Project Manager/Estimator	Title: Project Manager/Estimator

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address	Classification	License Number
TraffiCorp 5077 N Building Center Drive Coeur d'Alene, ID 83815	Traffic Control	PWC-C-14803
Lippert Excavation & Pipeline Inc. PO Box 58, 181 Sunnyside Cutoff Ponderay, ID 83852	Excavation	010773
Wm Winkler PO Box 430, 5516 North Starr Rd Newman Lake, WA 99025	Concrete	PWC-C-10110
Road Products Inc. 9915 E Trent Ave Spokane, WA 99211	Striping	PWC-C-12871

NOTES TO USER

1. This form must be included for all bids.

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Division of Occupational and Professional Licenses
11341 W Chinden Blvd. Boise, ID 83720-0063
dopl.idaho.gov

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Idaho Public Works Contractors License (PWCL) Board statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

INTERSTATE CONCRETE & ASPHALT CO.

Public Works Contractor - Class Unlimited License
PWC-C-12090

Issued: 18-Aug-2025 Expires: 31-Jul-2026

Renewal Required

Russell Barron
Administrator

Printed: 18-Aug-2025

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: ID20260075 01/02/2026

Superseded General Decision Number: ID20250075

State: Idaho

Construction Type: Highway

County: Bonner County in Idaho.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
0 01/02/2026

ENGI0370-045 06/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/Trackhoe (45,000-110,000 gw)		
GROUP 6	$ 29.04	15.95
Backhoe/Excavator/Trackhoe (over 110,000 gw)		
GROUP 7	$ 29.31	15.95
Backhoe/Excavator/Trackhoe (45,000 gw & under)		
GROUP 5	$ 28.76	15.95

ZONE PAY:

ZONE CENTERS: SPOKANE, PASCO, LEWISTON
ZONE 1: 0-45 Miles: Free
ZONE 2: 45 Miles & Over: $2.00

LABO0238-013 06/01/2019

	Rates	Fringes
LABORER (MASON TENDER (Cement/Concrete))	$ 28.21	13.00

PLAS0072-001 06/01/2025

ZONE 1:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 40.89	18.64

Zone Differential (Add to Zone 1 rate): Zone 2 - $3.00

BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee

Zone 1: 0-45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

SUID2013-003 06/17/2013

	Rates	Fringes
CARPENTER (Form Work Only)	$ 26.57	8.10
ELECTRICIAN	$ 26.83	11.94
HIGHWAY/PARKING LOT STRIPING: Painter	$ 23.80	6.67
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 22.86	9.40
LABORER: Common or General	$ 22.67	9.81
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 23.98	11.05
LABORER: Grade Checker	$ 23.41	10.78
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 25.35	11.55
OPERATOR: Broom/Sweeper	$ 26.82	11.55
OPERATOR: Bulldozer	$ 25.73	11.51
OPERATOR: Crane	$ 27.18	10.97
OPERATOR: Crusher	$ 25.06	9.23
OPERATOR: Grader/Blade	$ 26.00	10.30
OPERATOR: Hydroseeder	$ 24.76	11.51
OPERATOR: Loader	$ 25.76	10.31
OPERATOR: Mechanic	$ 26.00	9.93
OPERATOR: Oiler	$ 25.66	9.23
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 25.66	11.03

OPERATOR: Roller (Subgrade).....$ 22.24 8.57

OPERATOR: Roller.....$ 25.49 11.55

OPERATOR: Rotomill.....$ 29.78 4.52

OPERATOR: Screed.....$ 25.71 11.55

TRAFFIC CONTROL: Flagger.....$ 21.46 10.12

TRAFFIC CONTROL:
Laborer-Cones/
Barricades/Barrels -
Setter/Mover/Sweeper.....$ 22.66 10.90

TRUCK DRIVER: Dump Truck.....$ 23.40 10.75

TRUCK DRIVER: Lowboy Truck.....$ 22.12 13.20

TRUCK DRIVER: Oil
Distributor Truck.....$ 22.54 12.35

TRUCK DRIVER: Water Truck.....$ 23.12 10.75

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the

Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION

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Title VI Special Provisions

"The Idaho Transportation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award." The portions of Title VI applicable to this contract are Appendix A and E as follows:

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 2 l.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as

a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

PERFORMANCE BOND

Contractor	**Surety**
Name: **INTERSTATE CONCRETE & ASPHALT CO.**	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: City of Sandpoint	Description *(name and location)*:
Mailing address *(principal place of business)*:	A26-3170-6: Division Ave Corr. Impr. PH2 – Interstate Concrete & Asphalt Co.
1123 Lake St. Sandpoint, Idaho 83864	Contract Price: **$351,142.00**
	Effective Date of Contract: **05/07/2026**

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: **INTERSTATE CONCRETE & ASPHALT CO.** Address *(principal place of business)*:	Name: Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Sandpoint** Mailing address *(principal place of business)*: **1123 Lake St.** **Sandpoint, ID 83864**	Description *(name and location)*: A26-3170-6: Division Ave Corr. Impr. PH2 – Interstate Concrete & Asphalt Co. Contract Price: **$351,142.00** Effective Date of Contract: **05/07/2026**

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**

AGENDA REPORT

City Council Meeting

TODAY'S DATE: April 29, 2026

MEETING DATE: May 6, 2026

TO: Mayor Grimm, Sandpoint City Council

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: Memorandum of Understanding with Sandpoint Sailing Association for Windbag Marina Moorage and City Sailing Program Partnership

RECOMMENDATION:
Approve the Memorandum of Understanding between the City of Sandpoint and Sandpoint Sailing Association, Inc. for use of designated slips at Windbag Marina and for administration of City-sponsored sailing programs.

FISCAL IMPACT:
The updated MOU continues a partnership model in which the City receives substantial value through the provision of youth and adult sailing programs without assuming the direct employment obligations associated with hiring sailing instructors. Under the agreement, program revenue will be split with thirty percent retained by the City and seventy percent remitted to Sandpoint Sailing Association. The City's share reflects its role in program administration, including registration, fee collection, waiver processing, and coordination through the Recreation Division. SSA's reduced moorage fees for its two larger instructional vessels are tied directly to weeks in which City-sponsored sailing programs are actually offered and conducted.

BACKGROUND:
The City has long benefited from its partnership with Sandpoint Sailing Association ("SSA") in providing community sailing opportunities and supporting recreation at Windbag Marina. The proposed updated Memorandum of Understanding modernizes that relationship and more clearly defines the respective roles of the City and SSA with respect to both marina moorage and operation of City-sponsored sailing instruction programs.

One of the most important changes in the updated MOU is the establishment of a new ten-year term. That longer term is significant for SSA because it provides organizational stability and the level of certainty needed to support fundraising for replacement and expansion of its instructional fleet. As Council is aware, long-term partnership certainty is often essential for nonprofit organizations when seeking grants, donations, and other capital support for recreational equipment and program improvements.

The MOU also updates the moorage arrangement for SSA's two larger instructional vessels at the 100 Dock at Windbag Marina. Rather than treating the moorage arrangement as a simple flat-fee or no-fee exchange, the updated agreement ties reduced moorage costs directly to public program delivery. Under the revised structure, SSA will receive free moorage for those larger vessels during all weeks in

which SSA offers City-sponsored sailing programs. This provides a clear and measurable public benefit exchange: the City supports SSA's marina use in return for SSA's continued delivery of sailing instruction opportunities for Sandpoint youth and adults.

Another major benefit of the revised MOU is that the City will no longer need to directly employ sailing instructors for these programs. Instead, SSA will contract with and employ the instructors directly and provide the associated insurance coverage. This is an important operational improvement for the City. It allows the City to continue offering sailing programs through its Recreation Division without assuming the employment, payroll, supervision, and liability complexities associated with directly hiring specialized instructional staff for on-the-water recreation programming.

More broadly, this agreement is a strong example of the type of partnership model the City seeks to cultivate in Sandpoint. It demonstrates how the City can work collaboratively with local sporting and outdoor organizations to expand recreation opportunities for residents while making efficient use of community expertise, volunteer capacity, and nonprofit leadership. Through this partnership, the City is able to support meaningful youth and adult recreation programming while SSA is able to strengthen its organizational footing and continue building local sailing capacity.

Staff believes the updated MOU is a well-balanced agreement that benefits both parties and advances the City's recreation goals. It creates greater clarity, reduces administrative and liability burdens for the City, provides long-term certainty for SSA, and reinforces a partnership that has delivered real public value. Staff greatly appreciates SSA's ongoing collaboration and its commitment to making sailing instruction available to the Sandpoint community.

ATTACHMENTS:
Proposed Memorandum of Understanding between the City of Sandpoint and Sandpoint Sailing Association, Inc.

No: 26-032
Date: May 6, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: MEMORANDUM OF UNDERSTANDING WITH SANDPOINT SAILING ASSOCIATION, INC.

WHEREAS: The City of Sandpoint ("City") and Sandpoint Sailing Association, Inc. ("SSA") have an established partnership to provide sailing opportunities to the community;

WHEREAS: The City wishes to continue offering youth and adult sailing programs through its Recreation Division;

WHEREAS: SSA has the expertise and capacity to deliver sailing instruction and manage program staff;

WHEREAS: This Memorandum of Understanding (MOU) establishes a ten (10) year term to provide stability for SSA and support long-term planning and fundraising;

WHEREAS: The MOU allows SSA to use designated moorage at Windbag Marina, with reduced fees and free moorage for two instructional vessels during weeks when City-sponsored programs are conducted;

WHEREAS: SSA will be responsible for hiring, supervising, and insuring instructors, reducing administrative and liability responsibilities for the City;

WHEREAS: The City will manage program registration, fee collection, and coordination;

WHEREAS: Program revenue will be split with thirty percent (30%) retained by the City and seventy percent (70%) paid to SSA; and

WHEREAS: This agreement provides a clear public benefit by supporting recreation programs while efficiently using City and nonprofit resources.

NOW, THEREFORE, BE IT RESOLVED THAT: The Memorandum of Understanding, with terms negotiated between the City of Sandpoint and the Sandpoint Sailing Association, Inc., 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, on behalf of the City, to execute and enter into the Memorandum of Understanding with Sandpoint Sailing Association, Inc.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Meri Jane Bohn, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANDPOINT AND SANDPOINT SAILING ASSOCIATION, INC.

I. Purpose, Duties, & Responsibilities - The purpose of this Memorandum of Understanding (MOU) is to establish a mutually beneficial relationship between the City of Sandpoint (City) and Sandpoint Sailing Association, Inc. (SSA) regarding SSA's use of designated boat slips and the "Fred's Deck" landing and adjacent water on the 100 Dock at Windbag Marina; the City's Recreation Division access to and use of SSA instructional vessels during the jointly offered sailing instruction programs each summer; and the parties' collaboration in offering sailing instruction programs administered through the City's Recreation Division.

II. Agreement Term and Termination - This MOU shall commence on May 01, 2026, and terminate on April 30, 2036. City does not guarantee lake levels by May 01 nor through October 15, and low lake levels may require slips to be accessed after May 01 and vacated prior to October 15 each year. For purposes of calculating seasonal moorage fee reductions under this MOU, the parties acknowledge a fifteen (15) week marina season.

III. Moorage - The City will provide the following moorage slips at the Windbag Marina as identified below in green and yellow. Additionally, SSA is granted use of the area identified below in blue for use during the sailing season. SSA shall be eligible for a reduction in moorage fees for the boat slips occupied by instructional vessels used in City/SSA sailing programs. For each week during the marina season in which an eligible sailing program is offered and conducted in partnership with the City through the City's Recreation Division, the moorage fees for such slips shall be reduced by 14.3%, which reflects one week of moorage value within a fifteen (15) week seasonal period. The parties acknowledge and intend that SSA shall receive no-cost moorage for the slips occupied by instructional boats during weeks in which qualifying City/SSA sailing programs are actually conducted, and the weekly 14.3% fee reduction described herein is the agreed method for calculating that waiver over the course of the fifteen (15) week season.



IV. Fees - No fee shall be collected by SSA from the City for the use of SSA boats used in sailing instructional programs. The Windbag Marina slips and the "Fred's Deck" landing identified above in Section III shall be available each year of this MOU to SSA from May 01 through October 15, dependent on lake level. Except for the qualifying weekly fee reductions described in Section III, SSA shall remain responsible for applicable moorage fees. To qualify for the weekly moorage fee reduction, the applicable sailing program must be offered in partnership between SSA and the City, administered

through the City's Recreation Division, and actually held during the applicable week. Weeks in which no qualifying program is conducted shall not receive a moorage fee reduction.

V. Sailing Program Administration and Revenue - The City, through its Recreation Division, shall be responsible for administrative functions associated with City/SSA sailing programs, including program registration, collection of participant waivers, and collection of program fees. Revenue generated from City/SSA sailing programs shall be distributed as follows: the City shall retain thirty percent (30%) of gross program revenue, and seventy percent (70%) of gross program revenue shall be remitted to SSA. The parties may further define the timing and method of remittance in an administrative attachment or internal operating procedure.

VI. Instructors and Volunteers - SSA shall contract directly with sailing instructors used in connection with City/SSA sailing programs. Such instructors shall not be employees of the City, and nothing in this MOU shall be construed to create an employment relationship, agency relationship, or right of control by the City over such instructors. Any volunteers utilized in connection with City/SSA sailing programs shall serve as SSA volunteers and not as City volunteers or City personnel. All such volunteers shall operate under the supervision and direction of the professional sailing instructor retained by SSA, and shall not be directly supervised by the City's Recreation Division. The parties acknowledge that the City's role is limited to program administration and coordination as set forth herein, and that SSA remains responsible for sailing instruction, instructor contracting, and supervision of SSA volunteers engaged in program delivery.

VII. Insurance and Indemnification:

a. To the extent allowed by Law, SSA 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 SSA's wrongful acts or omissions in the performance of its duties under this Agreement. 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.

b. To the extent allowed by Law, City shall indemnify and hold the SSA, 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 City's wrongful acts or omissions in the performance of its duties under this Agreement. 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 SSA, 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 SSA specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

SSA shall give prompt and timely notice to the City of any claim made or suit instituted which, in any way, directly or indirectly, contingently, or otherwise, affects or might affect either party.

SSA shall procure and maintain in effect during the entire term of this MOU, the following insurance:

> At all times material hereto, SSA shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts not 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 MOU Agreement, naming the City as an additional insured on each such policy or policies of insurance. SSA shall provide the City with proof of such insurance for the entire term of this Agreement.

The City shall procure and maintain in effect during the period of use of SSA's sailboats for the City Sailing Instruction Program the following insurance:

At all times material hereto, the City 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 MOU Agreement, naming SSA as an additional insured on each such policy or policies of insurance. The City shall provide SSA with proof of such insurance for dates of the Sailing Instruction Program..

VIII. Attorney's Fees - Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

IX. Controlling Law. This MOU is to be governed by the laws of the State of Idaho. 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.

X. Principal Contacts

Chris Chambers, Sandpoint Sailing Association,
Chris.Chambers@tomlinsonsir.com
208-290-2500

Jason Welker, Community Planning & Development Director
jwelker@sandpointidaho.gov
208-255-1738

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding intending it to become effective May 01, 2026.

City of Sandpoint:

_____

Jeremy Grimm Date
Mayor

Sandpoint Sailing Association, Inc.

_____

Date

AGENDA REPORT

City Council Meeting

TODAY'S DATE: April 30, 2026

MEETING DATE: May 6, 2026

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Public Works Director

SUBJECT: Downtown Revitalization Phase 3 - Update

DESCRIPTION/BACKGROUND:

Funding Update

On November 5, 2025, Council authorized staff to submit an application for Idaho Community Development Block Grant (CDBG) funding to support Downtown Revitalization Phase 3b improvements (Resolution 25-045). The City has now received notice of award for approximately $650,000 in CDBG funding for downtown streetscape amenities and pedestrian lighting improvements. Acceptance of this grant will come to council for formal acceptance.

On December 17, 2025, Council authorized staff to apply for Small Urban funding associated with Bridge/Church and First Avenue intersection improvements with Downtown Revitalization Phase 3 (Resolution 25-049). While awards have not yet been officially announced, staff understands the project is anticipated to receive funding up to $1,796,000.00.

These funding opportunities are positive developments for the project, but they may also influence project sequencing and schedule coordination. Staff is currently evaluating how best to align construction timing, grant requirements, and bid packaging to maximize outside funding participation while minimizing disruption.

Pine Street / First Avenue Intersection Pilot Evaluation

Following the second Technical Advisory Group meeting (TAG), staff is also evaluating the potential for a pilot roundabout concept at the intersection of Pine Street and First Avenue.

The intent of the pilot would be to improve traffic calming and reduce vehicle speeds, support downtown circulation and multimodal goals, and allow the City to evaluate operations before considering any permanent infrastructure changes.

At this stage, the concept remains preliminary and under evaluation. A pilot approach could provide a lower-cost and adaptable opportunity to test intersection functionality and gather real-world operational feedback before consideration of permanent improvements.

STAFF RECOMMENDATION: N/A

ACTION: N/A

WILL THERE BE ANY FINANCIAL IMPACT? N/A **HAS THIS ITEM BEEN BUDGETED?** N/A

ATTACHMENTS:

1. **Idaho Community Development Block Grant – Award Letter**
2. **Federal-Aid Small Urban Application Rankings**

IDAHO COMMERCE

Brad Little, Governor
Tom Kealey, Director

April 28, 2026

The Honorable Jeremy Grimm
Mayor, City of Sandpoint
1123 W. Lake St.
Sandpoint, Idaho 83864

Re: Idaho Community Development Block Grant (ICDBG) - Award Letter

Dear Mayor Grimm:

The City of Sandpoint has been awarded a $650,000 Idaho Community Development Block Grant (CDBG) for your Phase 3b Downtown Revitalization Project.

Any of the project's property acquisition and/or construction activities must not commence until the City has completed (and Commerce approval of) the ICDBG environmental review.

This project will require compliance with CDBG's Build America Buy America version 3.0 requirements – all iron and steel, construction materials, and manufactured products used in the project are to be produced in the United States as per the provisions of the Build America, Buy America Act (BABA). This will require that the project's design professional, manufacturers, and the prime contractor certify compliance to BABA.

The City will also need to complete and forward the following documents to Commerce prior to execution of the CDBG agreement:

- The project's Environmental Review Record.
- Enclosed Financial Management Information Page
- Design Professional's Build America, Buy America Certification for CDBG Funding

Your designated project number is ICDBG-26-I-03-PF. If you have any questions concerning ICDBG funding, please call or email Tony Tenne, Community Development Specialist, at (208)780-5147 or tony.tenne@commerce.idaho.gov.

Sincerely,

Dennis J. Porter
Manager

cc: Jeremy Grimm, Economic Advisory Council
Eve Knudtsen, Economic Advisory Council
Cheryl Hughes, City of Sandpoint

Grantee Financial Management Information for ICDBG Funding

Grantee Name: City of Sandpoint		YES	NO	NA
1.	Are the City's financial functions and duties structured to segregate the responsibilities such as separate individuals who • approve financial transactions; • keep summary (control) records; • maintain custody of funds and property?			
2.	Will the City be maintaining an Accounts Receivable showing post of ICDBG funds?			
3.	Will the City be maintaining an Accounts Payable showing ICDBG payments?			
4.	What accounting software systems will the City be utilizing? _____			
5.	What person will be signing the request for ICDBG funds? Person: _____ Title: _____			
6.	What person receipts the mail (or the electronic receipt)? Person: _____ Title: _____			
7.	What person deposits the ICDBG check into your bank account? Person: _____ Title: _____			
8.	What financial institution do you bank with? _____			
9.	Is the account receiving ICDBG funds interest bearing?			
10.	What person prepares checks/warrants for payment? Person: _____ Title: _____			
11.	What person(s) approves or signs the check? Person: _____ Title: _____ Person: _____ Title: _____			
12.	Are two signatures required on the checks/ warrants?			
13.	Will the City be able to disburse the ICDBG funds within 5 days of receipt?			
14.	What firm is currently conducting audits on the City's financial statements? _____			
15.	From the City's last financial audit were there any findings?			
16.	From the City's last financial audit were there any material weakness(es)?			
17.	Are all employees who handle cash required to take regular vacations, their duties being assigned to other employees?			

	Recordkeeping			
18.	As the CDBG grantee we recognize we are responsible for keeping CDBG project related documents on file, either in electronic format or hardcopy.			
19.	We further recognize the following CDBG-related documents need to be kept as a hard copy at our place of business. ▪ All Contracts / Agreements ▪ Environmental Review Record ▪ ADA Transition Plan ▪ Fair Housing Assessment ▪ Certificate of Substantial Completion			

Completed by: _____

Federal-Aid Small Urban Application Rankings
March 12, 2026 Council Meeting

	App#	Local Sponsor	Project Name	Total Project Cost	Rater 1	Rater 2	Rater 3	Rater 4	Rater 5	Total Score	Rank	Notes
STBG Small Urban	UC-08	City of Rupert	100 West Road Rehabilitation	$6,513,000.00	74	74	76	73	73	370	1	$1,584,000 requested to suppliment an existing Freight funded project.
	UC-03	City of Sandpoint	First Avenue & Church/Bridge Street Int. Impr.	$1,796,000.00	69	73	75	71	75	363	2	
	UC-01	City of Moscow	D Street Grind & Inlay	$1,271,828.00	72	69	76	70	72	359	3	Discussed timing of funding with Sponsor. They can be flexible with the year funding would be available.
	UC-05	City of Emmett	12th and Substation Intersection	$2,193,000.00	74	68	71	73	71	357	4	
	UC-07	City of Bellevue	Pine Street Reconstruction	$3,706,000.00	71	72	73	69	63	348	5	
	UC-09	Jefferson Co. R&B	3800 E Road Improvements	$4,159,000.00	63	65	74	69	56	327	6	Sponsor to provide funding over the $3,000,000 maximum. Road would need to be reclassified.
	UC-06	City of Weiser	Commercial Street Reconstruction PH II	$2,886,000.00	67	63	68	67	57	322	7	
	UC-02	City of Rathdrum	Lancaster Road Improvements	$10,180,071.00	60	57	71	69	64	321	8	Requesting $3,000,000 in STBG funds remaining to be provided by Sponsor.
	UC-04	City of Payette	Iowa Avenue	$3,000,000.00	48	51	57	68	53	277	9	
			Total Requested	**$35,704,899.00**								

AGENDA REPORT

City Council Meeting

TODAY'S DATE: April 27, 2026

MEETING DATE: May 6, 2026

TO: Mayor and City Council

FROM: Sarah Lynds, Finance Director and Department Heads/City Staff

SUBJECT: Review Changes to City Fees, Schedule a Public Hearing to Consider Adoption of New Fees and Fees Proposed to Increase more than 5%, and Consider Approval of Decreased Fees and Fees Proposed to Increase 5% or Less – **action Item**

DESCRIPTION/BACKGROUND: On an annual basis, the City Council reviews all City Fees, not just the fees where changes are proposed. You will find included in this packet a listing of all City Fees. The blue highlights are all changes being proposed and underline / ~~strikethrough~~ are changes to current wording.

At this time, proposed fee changes of greater than 5% and all NEW fees are:

Proposed NEW Fees:

Public Record Requests

- Per Idaho Code 74-102 (10) (g) when a non-resident of Idaho requests a public record the City is able to recoup the actual costs for the records provided. These are not new fees to the City fee schedule but Idaho residents are allowed 2 free hours and 100 free printed pages where this amended law allows the City to recoup all time and copies from a non-resident.

Downtown One-day Parking Permits

- Reserved downtown street parking space (reserved by police order, one day, per space, valid in the 2, 3, and 4-hour zones): **$25.00.**
  - This permit is intended for organizers of private special events at locations downtown that would like to reserve spaces in front of their building to facilitate loading and unloading or access for guests.
  - Example: Panida wants to park a raffle boat directly in front of the Panida during a fundraising event.
  - Example: The Hive wants two spots reserved for delivery of Christmas trees for the Festival of Trees event.
- Downtown street parking permit (not reserved, one day, per vehicle, valid in the 2, 3, and 4-hour zones): **$10.00**
  - Intended for contractors or others who require extended stay parking on downtown streets for 1-4 days and for whom a $40 one-month street parking permit is not needed.

- For those needing all-day parking in the 2-hour zone (where street parking permits are not valid) this option will be cheaper than paying the overstay rate beyond the 2 hours everyone gets for free.

Hourly Parking Rates

- Waterfront parking lots – peak season (Memorial Day – Labor Day): **$2.00**
- Waterfront parking lots – off-peak season (Labor Day – Memorial Day): **$1.50**
- Downtown parking lot – peak season (Memorial Day – Labor Day): **$2.00**
- Downtown parking lot – off-peak season (Labor Day – Memorial Day): **$1.50**
- Overstay in 2-hour street parking zone (year-round): **$2.00**

Park Field Usage

- Addition of Group 4 facility use rates (Non-sporting private events – weddings, parties, etc.)
  - Grass Field/Diamond Hourly Use Rate: **$60.00**
  - Artificial turf field hourly use rate: **$120.00**
- Baseball mound set-up and take-down by park staff: **$270.00**

James E Russell Sports Center

- Young Adult monthly membership (age 19-25): **$39.00**
- Young Adult annual membership: **$29.00/month**
- Community Room Rental:
  - Standard party rate (with food and drink): **$100.00/hr**
  - Non-profit party rate: **$50.00/hr**
  - Room use in conjunction with court rental: **$25.00/hr**
- Community Room + Canopy Area Rental:
  - Standard party rate (with food and drink): **$150.00/hr**
  - Non-profit party rate: **$75.00/hr**
  - Food truck parking (five vehicle spaces in front of canopy area): **$25.00/hr**

Recreation

- Youth tennis lesson (2 days): $23.00
- Youth Tennis lesson (4 days): $45.00
- Youth track & field: $100
- Chess Festival:
  - Open division (city resident): $12.00
  - MS/HS Division: $10.00
  - Elementary Division: $7.00
- Sandpoint Tennis Camp: $150.00
- Annual Paddlers' Challenge: $20.00 / boat
- Youth small boat sailing lessons: $150.00
- Keelboat sailing: $150.00
- Open Junior sailing: $365.00
- Swim lessons at City Beach:
  - Parent and child: $50.00 / child
  - Ages $4+: $100 / child
- Adult Coed Softball League

  - With umpires: $665 per team ($300 sponsor fee +$365 player fees)
  - Without umpires: $365 per team ($182 sponsor fee + $183 player fees)
- Adult Coed Volleyball: $350.00 per team
- Youth basketball skills and drills (4-days): $60.00

Downtown Streets

- Decorative banner installation (non-city event or group)
  - 0-20 banners: **$200.00**
  - 21-30 banners: **$300.00**
  - 31+ banners: **$400.00**

Planning

- Published Notice: **$200.00.** Covers cost of publishing a notice in the Daily Bee
- Public Notice mailings: **$1.50 per address per round of noticing**. Covers cost of postage and printing of envelopes and materials by staff.
- Development Permitting
  - CUP on sites >1 acre: **$3,000.00.**
  - CUP on sites <1 acre: **$1,000.00**.
  - Replaces flat $4,000 CUP fee to reflect amount of staff work and resources that accompany processing of permits for larger v. smaller projects.

Proposed Fee Increases Greater Than 5%:

City Parking Permits

- Annual City Resident Permit: Fee is increasing from $15.00 (a rate established before a parking provider had been selected and actual cost of permit was known) to $20.00 in order to cover the actual cost of the permit to the City.
- Bonner County Resident Permit: Fee is increasing from $30.00 to $35.00 to cover actual cost of permit to City.

Park, Moorage and Recreation (not JER)

- Sand volleyball courts private rental
  - **$10.00 per court per hour**
  - Maximum charge for all courts combined (per day): **$200.00**

Water Install/Materials

- ¾, 1 and 1.5 inch meter/transponder supply and install proposed increase from 5.36% to 10.56% due to material cost increase.

Hydrant Use/Fill Station

- The Water Utility is installing a stand-alone bulk fill station. Use of this station will require each vehicle to be inspected. The water from this fill station will be used primarily during peak season and is not discharged to the sewer system. Accordingly, the applicable rate for this water demand aligns with irrigation water rates established in the City Rate Study.

Water and User Monthly Rates

- Rate increases are based on the rate study performed by FCS Group and presented at the Council meeting on February 15, 2023. This is the fifth equity change/increase

from the rate study, effective September 16, 2026 (November 2026 Utility Billing to customers).

Wastewater User Monthly Rates

- Rate increases are based on the rate study performed by FCS Group and presented at the Council meeting March 1, 2023. This is the fifth equity change/increase from the rate study, effective September 16, 2026 (November 2026 Utility Billing to customers).

STAFF RECOMMENDATION: Schedule a public hearing to consider proposed new fees and fee increases greater than 5%. Fees that are proposed to decrease or increase 5% or less can be approved at this time, should Council wish to do so; no public hearing needed.

ACTION: Motion to schedule a public hearing for May 20, 2026, to consider adoption of new fees and fee changes greater than 5%. [Additional motion, if Council wishes: Motion to approve the fees that have decreased or increased 5% or less, along with accompanying description changes and notes reflected in the Fee Schedule.]

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

ATTACHMENTS:

1) City Fee Schedule reflecting changes to existing fees and proposed NEW fees
2) Draft Notice of Public Hearing including NEW fees and fee increases greater than 5%

City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
General City Administration							
Candidate Filing Fee	$ 40.00						I.C. 50-406
Foreign Funds Processing Fee	$ 20.00					10/1/2023	Res 23-63
Returned Check/ACH Fee - Incoming and Outgoing	$ 20.00					10/1/2017	Res 17-53
Development Impact Fees							
Total Impact Fee Residential (per housing unit by square feet)							
Under 600	$ 5,328.00			per housing unit		1/1/2026	Res 25-031
600 to 1,000 - Avg MF	$ 7,125.00			per housing unit		1/1/2026	Res 25-031
1,000 to 1,400	$ 9,521.00			per housing unit		1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	$ 11,246.00			per housing unit		1/1/2026	Res 25-031
1,800 to 2,200	$ 12,571.00			per housing unit		1/1/2026	Res 25-031
2,200 to 2,600	$ 13,643.00			per housing unit		1/1/2026	Res 25-031
2,600 to 3,000	$ 14,136.00			per housing unit		1/1/2026	Res 25-031
3,000 or more	$ 15,887.00			per housing unit		1/1/2026	Res 25-031
Total Impact Fee Non-Residential (per 1,000 sf)							
Retail	$ 6,446.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Office	$ 4,926.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Institutional	$ 4,860.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Light Industrial	$ 2,227.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Manufacturing	$ 2,209.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Warehousing	$ 759.000			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Mini-Warehouse	$ 643.000			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Lodging (per room)	$ 7,703.00			per room		1/1/2026	Res 25-031
Parks & Recreation Residential (per housing unit by square feet)							
Under 600	$ 2,216.00			per housing unit		1/1/2026	Res 25-031
600 to 1,000 - Avg MF	$ 3,080.00			per housing unit		1/1/2026	Res 25-031
1,000 to 1,400	$ 4,232.00			per housing unit		1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	$ 5,074.00			per housing unit		1/1/2026	Res 25-031
1,800 to 2,200	$ 5,717.00			per housing unit		1/1/2026	Res 25-031
2,200 to 2,600	$ 6,227.00			per housing unit		1/1/2026	Res 25-031
2,600 to 3,000	$ 6,471.00			per housing unit		1/1/2026	Res 25-031
3,000 or more	$ 7,313.00			per housing unit		1/1/2026	Res 25-031
Parks & Recreation Non-Residential (per 1,000 sf)							
Retail	$ 219.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Office	$ 336.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Institutional	$ 295.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Light Industrial	$ 162.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Manufacturing	$ 195.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Warehousing	$ 35.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Mini-Warehouse	$ 30.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Lodging (per room)	$ 4,210.00			per room		1/1/2026	Res 25-031
Police Residential (per housing unit by square feet)							
Under 600	$ 109.00			per housing unit		1/1/2026	Res 25-031
600 to 1,000 - Avg MF	$ 151.00			per housing unit		1/1/2026	Res 25-031
1,000 to 1,400	$ 207.00			per housing unit		1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	$ 249.00			per housing unit		1/1/2026	Res 25-031
1,800 to 2,200	$ 280.00			per housing unit		1/1/2026	Res 25-031
2,200 to 2,600	$ 305.00			per housing unit		1/1/2026	Res 25-031
2,600 to 3,000	$ 317.00			per housing unit		1/1/2026	Res 25-031
3,000 or more	$ 358.00			per housing unit		1/1/2026	Res 25-031
Police Non-Residential (per 1,000 sf)							
Retail	$ 436.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Office	$ 228.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Institutional	$ 227.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Light Industrial	$ 103.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Manufacturing	$ 100.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Warehousing	$ 36.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Mini-Warehouse	$ 31.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Lodging (per room)	$ 206.00			per room		1/1/2026	Res 25-031
Fire Residential (per housing unit by square feet)							
Under 600	$ 216.00			per housing unit		1/1/2026	Res 25-031
600 to 1,000 - Avg MF	$ 300.00			per housing unit		1/1/2026	Res 25-031
1,000 to 1,400	$ 412.00			per housing unit		1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	$ 494.00			per housing unit		1/1/2026	Res 25-031
1,800 to 2,200	$ 556.00			per housing unit		1/1/2026	Res 25-031
2,200 to 2,600	$ 606.00			per housing unit		1/1/2026	Res 25-031
2,600 to 3,000	$ 630.00			per housing unit		1/1/2026	Res 25-031
3,000 or more	$ 712.00			per housing unit		1/1/2026	Res 25-031
Fire Non-Residential (per 1,000 sf)							
Retail	$ 882.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Office	$ 461.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Institutional	$ 458.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
Light Industrial	$ 207.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031

City of Sandpoint Fees

Description		Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
	Manufacturing	$ 203.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Warehousing	$ 73.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Mini-Warehouse	$ 62.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Lodging (per room)	$ 410.00			per room		1/1/2026	Res 25-031
Transportation Streets Residential (per housing unit by square feet)								
	Under 600	$ 2,181.00			per housing unit		1/1/2026	Res 25-031
	600 to 1,000 - Avg MF	$ 2,812.00			per housing unit		1/1/2026	Res 25-031
	1,000 to 1,400	$ 3,654.00			per housing unit		1/1/2026	Res 25-031
	1,400 to 1,800 - Avg SF	$ 4,248.00			per housing unit		1/1/2026	Res 25-031
	1,800 to 2,200	$ 4,709.00			per housing unit		1/1/2026	Res 25-031
	2,200 to 2,600	$ 5,090.00			per housing unit		1/1/2026	Res 25-031
	2,600 to 3,000	$ 5,257.00			per housing unit		1/1/2026	Res 25-031
	3,000 or more	$ 5,872.00			per housing unit		1/1/2026	Res 25-031
Transportation Streets Non-Residential (per 1,000 sf)								
	Retail	$ 3,841.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Office	$ 3,053.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Institutional	$ 3,036.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Light Industrial	$ 1,373.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Manufacturing	$ 1,339.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Warehousing	$ 481.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Mini-Warehouse	$ 407.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Lodging (per room)	$ 2,251.00			per room		1/1/2026	Res 25-031
Transportation Pathways Residential (per housing unit by square feet)								
	Under 600	$ 606.00			per housing unit		1/1/2026	Res 25-031
	600 to 1,000 - Avg MF	$ 782.00			per housing unit		1/1/2026	Res 25-031
	1,000 to 1,400	$ 1,016.00			per housing unit		1/1/2026	Res 25-031
	1,400 to 1,800 - Avg SF	$ 1,181.00			per housing unit		1/1/2026	Res 25-031
	1,800 to 2,200	$ 1,309.00			per housing unit		1/1/2026	Res 25-031
	2,200 to 2,600	$ 1,415.00			per housing unit		1/1/2026	Res 25-031
	2,600 to 3,000	$ 1,461.00			per housing unit		1/1/2026	Res 25-031
	3,000 or more	$ 1,632.00			per housing unit		1/1/2026	Res 25-031
Transportation Pathways Non-Residential (per 1,000 sf)								
	Retail	$ 1,068.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Office	$ 848.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Institutional	$ 844.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Light Industrial	$ 382.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Manufacturing	$ 372.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Warehousing	$ 134.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Mini-Warehouse	$ 113.00			per 1,000 square foot of floor area		1/1/2026	Res 25-031
	Lodging (per room)	$ 626.00			per room		1/1/2026	Res 25-031
Parking In Lieu of requirement		$ 25,000.00			per space		10/1/2025	Res 25-031
Public Records Request								
	Hourly rate (charged only when the response totals more than 100 pages OR response time takes more than 2 hours OR redacting is necessary) for Idaho residents	varies			Per Idaho Code § 74-102(10)(e) "the per hour pay rate of the lowest paid administrative staff employee or public official of the public agency who is necessary and qualified to process the request."		5/18/2011	Res 11-21
	Hourly rate for non-residents		varies	NEW	Per Idaho Code § 74-102(10)(g) "cannot exceed actual costs"	IMMEDIATELY		
	Idaho resident photocopy ~~"regular"~~ letter size (only when more than 100 pages)	$ 0.10			per page after the first 100 pages (charged only when more than 100 pgs.)		5/18/2011	Res 11-21
	Non-resident photocopy ~~"regular"~~ letter size ~~(only when more than 100 pages)~~		$0.10	NEW	per page	IMMEDIATELY		
	Idaho resident photocopy ~~17x24+~~larger than letter size (only when more than 100 pages)	$ 1.00			per page after the first 100 pages (charged only when more than 100 pgs.)		5/18/2011	Res 11-21
	Non-resident photocopy ~~17x24+~~larger than letter size ~~(only when more than 100 pages)~~		$1.00	NEW	per page	IMMEDIATELY		
Local Option Sales Tax	Occupancy/lodging tax	14%			collected from hotels, motels, and other short term rentals		1/1/2023	Ord 1399
		Licenses and Permits						
Alcohol licenses & permits								
	Alcohol catering permit	$ 20.00			Per Day - up to 5 days - Idaho Code § 23-934A		12/16/1999	Ord 1035
	Late application processing fee - Alcohol catering permit	$ 20.00			Applications submitted less than 13 days prior to event		10/1/2023	Res 23-63
	Liquor by the drink license	$ 562.50			Idaho Code § 23-916 - transfer $56.25 (10%)		12/21/1987	Res 87-41
	Beer off premises license	$ 50.00			Idaho Code § 23-1016 - transfer $5.00 (10%)		12/21/1987	Res 87-41
	Beer on premises license	$ 200.00			Idaho Code § 23-1016 - transfer $20.00 (10%)		12/21/1987	Res 87-41
	Wine license	$ 200.00			Idaho Code § 23-1016 - transfer $20.00 (10%)		12/21/1987	Res 87-41
Burn permit		$ 12.50	$ 13.00	4.00%	valid for 10 days	10/1/2026	10/1/2025	Res 25-031
Business License								
	Business License	$ 61.50	$ 63.15	2.68%	See Ord. 1277, per City Code 3-11-6	10/1/2026	10/1/2025	Res 25-031
	Business License Renewal	$ 31.00	$ 31.85	2.74%	See Ord. 1277, per City Code 3-11-10	10/1/2026	10/1/2025	Res 25-031
	Temporary Business License	$ 24.60	$ 25.25	2.64%	40% of general Business License fee	10/1/2026	10/1/2025	Res 25-031
	Business License change/update	$ 30.75	$ 31.60	2.76%		10/1/2026	10/1/2025	Res 25-031
	Business License late fee	$ 50.00			per City Code 3-11-6		10/1/2023	Res 23-063

City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
Business Use Permit	$ 31.00	$ 31.85	2.74%		10/1/2026	10/1/2025	Res 25-031
Oversized Truck or Load Permit							
Traffic Control Plan Review - cost per permit	$ 290.00			per City Code 6-1-12-5		10/1/2025	Res 25-031
Vehicle Enforcement Escort Fees - cost per hour per officer	$ 66.33	$ 68.15	2.74%	per hour (2 hours minimum)	10/1/2026	10/1/2025	Res 25-031
Special Event Permit							
Small Event - Fewer than 51 participants	$ 40.00	$ 41.25	3.03%		10/1/2026	10/1/2025	Res 25-031
Medium Event - 51 to 499 participants	$ 117.00	$ 120.25	2.70%		10/1/2026	10/1/2025	Res 25-031
Large Scale Event - 500 or more participants	$ 351.00	$ 360.50	2.71%		10/1/2026	10/1/2025	Res 25-031
OR Three (3) or more factors apply:							
* Includes a route that will close or alter traffic on a street arterial or connector (parade, race, bike ride)							
* Police officers or private security required to protect public safety							
* Alcohol will be served or sold							
* Structural or electrical permits required							
City electrical usage	$ 29.50	$ 30.30	2.71%	per day (unless otherwise specified in permit/agreement)	10/1/2026	10/1/2025	Res 25-031
Sign/Equipment Replacement Fees							
Cones	$ 58.75	$ 60.35	2.72%	each	10/1/2026	10/1/2025	Res 25-031
Candle Sticks and Base	$ 58.75	$ 60.35	2.72%	each	10/1/2026	10/1/2025	Res 25-031
A-frames	$ 76.00	$ 78.10	2.76%	each	10/1/2026	10/1/2025	Res 25-031
Barricades (sign and stand)	$ 350.25	$ 359.70	2.70%	each	10/1/2026	10/1/2025	Res 25-031
"No Parking" signs	$ 5.00	$ 5.15	3.00%	each	10/1/2026	10/1/2025	Res 25-031
Event Changes (e.g., date, location or other substantive changes requiring additional review)						10/1/2025	Res 25-031
during application review process	calculated			25% of Application Fee, minimum $30		10/1/2025	Res 25-031
after application fully approved or permit issued	calculated			50% of Application Fee, minimum $60		10/1/2025	Res 25-031
Late application - received 14-20 days prior to Event	calculated			50% of Application Fee, minimum $50		10/1/2025	Res 25-031
Late application - received 7-13 days prior to Event	calculated			100% of Application Fee, minimum $100		10/1/2025	Res 25-031
Park Special Events/Commercial Events Permit	$ 64.50	$ 66.25	2.71%	per hour	10/1/2026	10/1/2025	Res 25-031
Park Special Events/Commercial Events Permit	$ 385.00	$ 395.40	2.70%	per 8 hour event	10/1/2026	10/1/2025	Res 25-031
City Parking Permits							
Annual City Resident ~~pass~~ permit	$ 15.00	$ 20.00	33.33%	Provides ~~3-6~~ 8 hours of free parking at downtown and City Beach lots	IMMEDIATELY	10/1/2025	Res 25-031
Annual Bonner County resident ~~pass~~ permit	$ 30.00	$ 35.00	16.67%	Provides ~~2-4~~ 8 hours of free parking at downtown and City Beach lots	IMMEDIATELY	10/1/2025	Res 25-031
Monthly downtown ~~business employee~~ street parking permit ~~pass~~	$ 40.00			All-day parking in all lots and in 3 and 4-hour street parking zones		10/1/2025	Res 25-031
~~Monthly downtown resident pass~~	~~$ 80.00~~			~~Unlimited parking in all lots, all-day parking in 3 and 4-hour street parking zones~~		~~10/1/2025~~	~~Res 25-031~~
Marina Slip Occupant permit ~~pass~~	$ 150.00	$ 100.00	-33.33%	Unlimited parking at Dock Street and City Beach lots	IMMEDIATELY	10/1/2025	Res 25-031
Reserved downtown street parking space (reserved by police order, one day, per space, valid in the 2, 3, and 4-hour zones)		$ 25.00	NEW	per day	IMMEDIATELY		
Downtown street parking permit (not reserved, one day, per vehicle, valid in the 2, 3, and 4-hour zones)		$ 10.00	NEW	per day	IMMEDIATELY		
Hourly Parking Rates (non-permit holders)							
Waterfront Parking Lots - Peak Season (Memorial Day - Labor Day)		$ 2.00	NEW	per hour	IMMEDIATELY		
Waterfront Parking Lots - Off-Peak Season (Labor Day - Memorial Day)		$ 1.50	NEW	per hour	IMMEDIATELY		
Downtown Parking Lot - Peak Season (Memorial Day - Labor Day)		$ 2.00	NEW	per hour	IMMEDIATELY		
Downtown Parking Lot - Off-Peak Season (Labor Day - Memorial Day)		$ 1.50	NEW	per hour	IMMEDIATELY		
Overstay in 2-hour Street Parking Zone (Year Round)		$ 2.00	NEW	per hour	IMMEDIATELY		
Boat Launch fees							
Idaho state registered boat launch fee	$ 10.00			per launch at City Beach and War Memorial Field		10/1/2025	Res 25-031
Out-of-state registered boat launch fee	$ 15.00			per launch at City Beach and War Memorial Field		10/1/2025	Res 25-031
Boat launch season pass - Idaho state registered boat	$ 50.00			unlimited launches at City Beach and War Memorial Field		10/1/2025	Res 25-031
Boat launch season pass - Out-of-state registered boat	$ 100.00			unlimited launches at City Beach and War Memorial Field		10/1/2025	Res 25-031
Pawn License Fee for establishment (each pawnbroker also needs background check - see Public Safety Services)	$ 123.00	$ 126.35	2.72%	per establishment for initial and annual license, per City Code 3-5-2	10/1/2026	10/1/2025	Res 25-031
Peddlers registration							
Bonner County residents	$ 92.00	$ 94.50	2.72%	per City Code 3-4-6	10/1/2026	10/1/2025	Res 25-031
Idaho residents	$ 154.50	$ 158.70	2.72%	per City Code 3-4-6	10/1/2026	10/1/2025	Res 25-031
Out-of-State	$ 276.25	$ 284.00	2.81%	per City Code 3-4-6	10/1/2026	10/1/2025	Res 25-031
Surety Bond	$ 1,000.00			per City Code 3-4-6		10/1/2025	Res 25-031
Taxicab License for vehicle (drivers also need annual background check - See Public Safety Services)	$ 98.00	$ 100.65	2.70%	per cab, per City Code 3-4-5	10/1/2026	10/1/2025	Res 25-031
~~Short Term Rental~~							
~~Non-Owner Occupied~~	~~$ 235.00~~	~~$ 241.35~~	~~2.70%~~	~~Initial Permit~~	~~10/1/2026~~	~~10/1/2025~~	~~Res 25-031~~
	~~$ 175.50~~	~~$ 180.25~~	~~2.71%~~	~~Annual Renewal~~	~~10/1/2026~~	~~10/1/2025~~	~~Res 25-031~~
~~Waitlist Fee for placement on non-owner occupied STR waitlist. *(The Permit Fee is paid when applicant has been removed from the waitlist.)*~~	~~$ 25.00~~	~~$ 25.70~~	~~2.80%~~			~~10/1/2025~~	~~Res 25-031~~
~~Owner Occupied & Non-Owner Occupied outside residential zones~~	~~$ 175.50~~	~~$ 180.25~~	~~2.71%~~	~~Initial Permit~~	~~10/1/2026~~	~~10/1/2025~~	~~Res 25-031~~
	~~$ 117.50~~	~~$ 120.65~~	~~2.68%~~	~~Annual Renewal~~	~~10/1/2026~~	~~10/1/2025~~	~~Res 25-031~~
~~Short-Term Rental Violation Penalty~~	~~$ 113.25~~	~~$ 116.30~~	~~2.69%~~	~~per day, in accordance with Code 3-12-5-6~~	~~10/1/2026~~	~~10/1/2025~~	~~Res 25-031~~
Rents and Royalties							

City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
Bald Mountain/Other Transmitter Site Lease							
Application Fee	$ 270.50	$ 275.91	2.00%		10/1/2026	10/1/2025	Res 25-031
Rent up to 2500 sq feet of Land Area							
Gov't Entities and 501(c)(3) Charities	$ 1,461.80	$ 1,491.04	2.00%		10/1/2026	10/1/2025	Res 25-031
All Other Entities	$ 3,881.19	$ 3,958.82	2.00%		10/1/2026	10/1/2025	Res 25-031
Additional Area Rent over 2500 square feet							
Gov't Entities and 501(c)(3) Charities	$ 0.521	$ 0.532	2.00%		10/1/2026	10/1/2025	Res 25-031
All Other Entities	$ 0.898	$ 0.916	2.00%		10/1/2026	10/1/2025	Res 25-031
Rent per Radio Unit							
Gov't Entities and 501(c)(3) Charities	$ 366.80	$ 374.14	2.00%		10/1/2026	10/1/2025	Res 25-031
All Other Entities	$ 1,006.27	$ 1,026.40	2.00%		10/1/2026	10/1/2025	Res 25-031
"Receive Only" Rent	50% of Rent					1/6/2021	Res 21-02
"Diversity Receivers" Rent	50% of Rent					1/6/2021	Res 21-02
"Transmit Only" Rent	100% of Rent					1/6/2021	Res 21-02
Cellular and Wireless Broadband Communications							
annual base rent	$ 23,623.66	$ 24,096.13	2.00%		10/1/2026	10/1/2025	Res 25-031
annual fee per unit	$ 541.01	$ 551.83	2.00%		10/1/2026	10/1/2025	Res 25-031
Road Use Fee (Bald Mountain Site only)	$ 525.00					10/1/2024	Res 24-061
Community Hall Rental							
Non-commercial, not-for-profit use *(see below)*						10/1/2025	Res 25-031
Entire facility	$ 30.00	$ 30.80	2.67%	per hour	10/1/2026	10/1/2025	Res 25-031
Maximum charge	$ 210.00	$ 215.65	2.69%	per day	10/1/2026	10/1/2025	Res 25-031
Commercial or for-profit use use *(see below)*						10/1/2025	Res 25-031
Entire facility	$ 60.00	$ 61.60	2.67%	per hour	10/1/2026	10/1/2025	Res 25-031
Maximum charge	$ 420.00	$ 431.35	2.70%	per day	10/1/2026	10/1/2025	Res 25-031
Non-commercial, not-for-profit use: Private or public events or programs organized by non-profit groups or not-for-profit community organizations, which may or may not charge tuition or fees, at which no sales or commercial activity will take place.						10/1/2025	Res 25-031
Commercial or for-profit use use: Private or public events organized by community groups that may or may not charge tuition or fees or any event intended to raise money, receive payments, solicit customers or donations. This category includes commercial events organized by non-profits (auctions, bazaars, craft fairs, markets) and all activities organized by businesses (company luncheon, employee appreciation party, etc).						10/1/2025	Res 25-031
Dances	$ 81.90	$ 84.15	2.75%	flat fee	10/1/2026	10/1/2025	Res 25-031
Deposit for beer/wine served	$ 234.50	$ 240.85	2.71%	non-refundable	10/1/2026	10/1/2025	Res 25-031
Community Garden Plot							
7'x7' Plot	$ 35.25	$ 36.20	2.70%	per season	10/1/2026	10/1/2025	Res 25-031
4'x8' Plot	$ 29.00	$ 29.80	2.76%	per season	10/1/2026	10/1/2025	Res 25-031
Fiber Optic Network Lease Fees							
Indefeasible Right of Use (IRU) Lease Lump Sum One-Time Fee per zone (Downtown and Airport)							
6-strand minimum	$ 4,358.00	$ 4,475.65	2.70%	per strand	10/1/2026	10/1/2025	Res 25-031
13 - 24 strands	$ 2,905.00	$ 2,983.45	2.70%	per strand	10/1/2026	10/1/2025	Res 25-031
25+ strands	$ 1,453.00	$ 1,492.25	2.70%	per strand	10/1/2026	10/1/2025	Res 25-031
IRU Lease Annual Maintenance Fee per zone (Downtown and Airport)							
up to 24 strands	$ 410.00	$ 421.00	2.68%	per strand	10/1/2026	10/1/2025	Res 25-031
25+ strands	$ 205.00	$ 210.50	2.68%	per strand	10/1/2026	10/1/2025	Res 25-031
Dark Fiber Monthly Lease Fee per zone (Downtown and Airport)	$ 185.00	$ 190.00	2.70%	per strand	10/1/2026	10/1/2025	Res 25-031
Dark Fiber Lease Application Fee	$ 308.00	$ 316.35	2.71%	one-time fee	10/1/2026	10/1/2025	Res 25-031
Splicing Fee	cost + 15%					2/15/2017	Res 25-031
Empty Conduit Sleeve Lease	$ 0.615	$ 0.632	2.76%	per foot per year	10/1/2026	10/1/2025	Res 25-031
Bridge Crossing Conduit Sleeve Lease	$ 1,230.00	$ 1,263.25	2.70%	per sleeve per year	10/1/2026	10/1/2025	Res 25-031
Conduit Lease Application Fee	$ 308.00	$ 316.35	2.71%	one-time fee	10/1/2026	10/1/2025	Res 25-031
Parks Field Usage							
Change Fee - field use - within 7 days of event (all City fields, all groups)	$ 20.00	$ 20.55	2.75%	All Groups	10/1/2026	10/1/2025	Res 25-031
Grass Field/Diamond							
Field Use Rate - Per Hour (Practice)	$ 10.00	$ 10.25	2.50%	Group 1	10/1/2026	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Practice)	$ 15.00	$ 15.40	2.67%	Group 2	10/1/2026	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Practice)	$ 30.00	$ 30.85	2.83%	Group 3	10/1/2026	10/1/2025	Res 25-031
Field Use Rate - Per Hour		$ 60.00	NEW	Group 4	IMMEDITAELY		
Field Use Rate - Per Hour (Game or scrimmage)	$ 20.00	$ 20.55	2.75%	Group 1	10/1/2026	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Game or scrimmage)	$ 30.00	$ 30.85	2.83%	Group 2	10/1/2026	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Game or scrimmage)	$ 60.00	$ 61.65	2.75%	Group 3	10/1/2026	10/1/2025	Res 25-031
Tournament Fee - Per Day - Per Facility - Add Hrly Field Use	$ 250.00	$ 256.75	2.70%	All Groups	10/1/2026	10/1/2025	Res 25-031
Memorial Field Artificial Turf/Diamonds							
Field Use Rate - Per Hour (Practice)	$ 20.00	$ 20.55	2.75%	Group 1	10/1/2026	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Practice)	$ 25.00	$ 25.65	2.60%	Group 2	10/1/2026	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Practice)	$ 60.00	$ 61.65	2.75%	Group 3	10/1/2026	10/1/2025	Res 25-031
Field Use Rate - Per Hour		$ 120.00	NEW	Group 4	IMMEDITAELY		
Field Use Rate - Per Hour (Game or scrimmage)	$ 40.00	$ 41.10	2.75%	Group 1	10/1/2026	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Game or scrimmage)	$ 50.00	$ 51.35	2.70%	Group 2	10/1/2026	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Game or scrimmage)	$ 120.00	$ 123.50	2.92%	Group 3	10/1/2026	10/1/2025	Res 25-031
* Bleachers - outside of normal setup	$ 300.00	$ 308.10	2.70%	All Groups	10/1/2026	10/1/2025	Res 25-031

City of Sandpoint Fees

Description	Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
*Baseball mound set-up and take-down (by Parks staff)		$ 270.00	NEW		IMMEDITAELY		
Tournament Fee - Per Day - In addition to Hrly Field Use	$ 250.00	$ 256.75	2.70%	All Groups	10/1/2026	10/1/2025	Res 25-031
* City Staff on Site - Per Hour - per request/required	$ 55.00	$ 56.50	2.73%	All Groups	10/1/2026	10/1/2025	Res 25-031
* Trash Removal - Per Day	$ 40.00	$ 41.10	2.75%	All Groups	10/1/2026	10/1/2025	Res 25-031
* Grandstands/Field Cleaning - 1 Game	$ 500.00	$ 513.50	2.70%	All Groups	10/1/2026	10/1/2025	Res 25-031
* Grandstands/Field Cleaning - Multi game/tournament/per day	$ 650.00	$ 667.55	2.70%	All Groups	10/1/2026	10/1/2025	Res 25-031
Annual Home Field Replacement Rate	$ 12,000.00			Lake Pend Oreille School District (LPOSD) Contribution		10/1/2025	Res 25-031
Max Charge per tournament	$ 4,000.00			All Groups		11/5/2025	Res 25-044
If hourly field use, tournament fee daily rate, and out of area team fees exceed tournament max then tournament max applies.							
Charges above/below applicable in addition to Tournament Max Fee							
Explanation of Parks Field/Sport Center Usage Groups:						10/1/2025	Res 25-031
Group 1 - City-hosted events, leagues or programs						10/1/2025	Res 25-031
Group 2 - Local nonprofit sporting groups and LPOSD						10/1/2025	Res 25-031
Group 3 - For-profit sporting groups or non-profit groups based outside Bonner County						10/1/2025	Res 25-031
Group 4 - Non-sporting private events (weddings, parties, etc.)					IMMEDIATELY		
Memorial Field Ticketed Events							
Ticketed Event Revenue flat fees charged based on projected attendance						10/1/2025	Res 25-031
0-100 attendees	$ 200.00			Effective rate: $2 per attendee		10/1/2025	Res 25-031
101 - 250 attendees	$ 400.00			Effective rate: $1.60-$3.96 per attendee		10/1/2025	Res 25-031
251 - 500 attendees	$ 750.00			Effective rate: $1.50 - $2.99 per attendee		10/1/2025	Res 25-031
501 - 1,500 attendees	$ 2,000.00			Effective rate: $1.33 - $4.00 per attendee		10/1/2025	Res 25-031
1,501 - 2,500 attendees	$ 4,000.00			Effective rate: $1.60 - $2.67 per attendee		10/1/2025	Res 25-031
Festival at Sandpoint (including Comp & Season Pass holders)	$ 2.15	$ 2.20	2.33%	per ticket	10/1/2026	10/1/2025	Res 25-031
Organizer is responsible for selecting the appropriate attendance tier when submitting the field reservation request. No refunds will be issued for actual attendance below the selected tier.						10/1/2025	Res 25-031
James E. Russell Sports Center							
Annual Memberships (billed monthly)						8/20/2025	Res 25-031
General	$ 79.00			Annual, billed monhtly		8/20/2025	Res 25-031
Bonner and Boundary County residents	$ 49.00			Annual, billed monhtly		8/20/2025	Res 25-031
Sandpoint residents and employees of City of Sandpoint, Bonner County, and LPOSD	$ 39.00			Annual, billed monhtly		8/20/2025	Res 25-031
Young Adult (19-25)		$ 29.00	NEW	Annual, billed monhtly	IMMEDIATELY		
Youth (0-18)	$ -			Annual		8/20/2025	Res 25-031
Annual memberships require 12-months of payment. If an annual membership is cancelled, payment for unused months will be billed at time of cancellation.						8/20/2025	Res 25-031
Monthly Memberships						8/20/2025	Res 25-031
General	$ 99.00			Monthly		8/20/2025	Res 25-031
Bonner and Boundary County residents	$ 69.00			Monthly		8/20/2025	Res 25-031
Sandpoint residents and employees of City of Sandpoint, Bonner County, and LPOSD	$ 59.00			Monthly		8/20/2025	Res 25-031
Young Adult (19-25)		$ 39.00	NEW	Monthly	IMMEDIATELY		
Youth (0-18)	$ -			Monthly		8/20/2025	Res 25-031
Annual and monthly membership includes unlimited daily access to facility at no additional charge.						8/20/2025	Res 25-031
Corporate Memberships						8/20/2025	Res 25-031
4 individual employees (employment verification required)	$ 1,500.00			Annual		3/4/2026	Res 26-015
Additional corporate employee (employment verification required)	$ 300.00			Annual		3/4/2026	Res 26-015
Member pause fees						8/20/2025	Res 25-031
City of Sandpoint resident member	$ 10.00			Monthly		3/4/2026	Res 26-011
Bonner and Boundary County resident member	$ 15.00			Monthly		3/4/2026	Res 26-011
General member	$ 20.00			Monthly		3/4/2026	Res 26-011
Member reactivation fees						8/20/2025	Res 25-031
City of Sandpoint resident member (2x monthly membership fee)	$ 78.00			one time		3/4/2026	Res 26-011
Bonner and Boundary County resident member (2x monthly membership fee)	$ 98.00			one time		3/4/2026	Res 26-011
General member (2x monthly membership fee)	$ 158.00			one time		3/4/2026	Res 26-011
Non-Member drop-in play						8/20/2025	Res 25-031
all sports, year-round	$ 15.00			per person (court space not guaranteed)		8/20/2025	Res 25-031
~~Community Court Time, all sports~~							
~~Sandpoint City Resident~~	~~Free~~			~~per person~~		~~8/21/2024~~	~~Res 24-061~~
~~Non-City Resident~~	~~$ 5.00~~			~~per person~~		~~8/21/2024~~	~~Res 24-061~~
Community Room (max capacity of 50)							
Standard meeting rate (no food or drink)	$ 50.00			per hour		8/21/2024	Res 24-061
Non-profit meeting rate (no food or drink)	$ 25.00			per hour		8/21/2024	Res 24-061
Standard party rate (food and drink)		$ 100.00	NEW	per hour	IMMEDIATELY		
Non-profit party rate (food and drink)		$ 50.00	NEW	per hour	IMMEDIATELY		
Room in use in conjunction with court rental		$ 25.00	NEW		IMMEDIATELY		
Community Room + canopy area							
Standard party rate (food or drink)		$ 150.00	NEW	per hour	IMMEDIATELY		
Non-profit party rate (food or drink)		$ 75.00	NEW	per hour	IMMEDIATELY		
Food truck parking (five vehicle spaces in front of canopy area)		$ 25.00	NEW	per hour	IMMEDIATELY		
Private court rental							
LPOSD Tennis and local paddle/racquet sports groups	$ 20.00			per hour, per court		8/20/2025	Res 25-031

City of Sandpoint Fees

Description			Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
		Local sporting group (non-paddle/racquet sports)	$ 40.00			per hour, per court		8/20/2025	Res 25-031
		Non-sporting event rates negotiated based on organizer's needs, number of participants, and court set-up/modifications needed						8/20/2025	Res 25-031
Recreation Programs									
	Youth Programs								
		Tennis lessons (2-day program)		$ 23.00	NEW		IMMEDIATELY		
		Tennis lessons (4-day program)		$ 45.00	NEW		IMMEDIATELY		
		Sandpoint Tennis Camp		$ 150.00	NEW		IMMEDIATELY		
		Track & Field		$ 100.00	NEW		IMMEDIATELY		
		Small boat sailing lessons		$ 150.00	NEW		IMMEDIATELY		
		Keelboat sailing		$ 365.00	NEW		IMMEDIATELY		
		Swim lessons at City Beach (parent and child)		$ 50.00	NEW	per child	IMMEDIATELY		
		Swim lessons at City Beach (child only, ages 4+)		$ 100.00	NEW	per child	IMMEDIATELY		
		Basketball skills & drills (4-day program)		$ 60.00	NEW		IMMEDIATELY		
		Chess Festival MS/HS Division		$ 10.00	NEW		IMMEDIATELY		
		Chess Festival Elementary Division		$ 7.00	NEW		IMMEDIATELY		
	Adult Programs								
		Chess festival open division		$ 12.00	NEW		IMMEDIATELY		
		Annual Paddlers' Challenge		$ 20.00	NEW	per boat	IMMEDIATELY		
		Coed softball league (with umpires)		$ 665.00	NEW	per team = $365 player fee + $300 sponsor fee	IMMEDIATELY		
		Coed softball league (without umpires)		$ 365.00	NEW	per team = $183 player fee + $182 sponsor fee	IMMEDIATELY		
		Coed Volleyball league		$ 350.00	NEW	per team	IMMEDIATELY		
Jeff Jones Town Square									
	Commercial		$ 29.30	$ 30.10	2.73%	per hour; $200/day maximum ($50.00 refundable deposit)	10/1/2026	10/1/2025	Res 25-031
	Non-commercial		$ 58.40	$ 60.00	2.74%	per event ($50.00 refundable deposit)	10/1/2026	10/1/2025	Res 25-031
Downtown Street decorative banner installation (non-City event or group)									
		0-20 banners installed & uninstalled		$ 200.00	NEW		IMMEDIATELY		
		21-30 banners installed & uninstalled		$ 300.00	NEW		IMMEDIATELY		
		31+ banners installed & uninstalled		$ 400.00	NEW		IMMEDIATELY		
Moorage - Tour Boat			$ 4,152.00	$ 4,264.00	2.70%	per season	10/1/2026	10/1/2025	Res 25-031
Moorage - Visitor									
	Moorage 20'		$ 45.00	$ 46.25	2.78%	per day	10/1/2026	10/1/2025	Res 25-031
	Moorage 30'		$ 55.00	$ 56.50	2.73%	per day	10/1/2026	10/1/2025	Res 25-031
	Moorage 35'		$ 65.00	$ 66.75	2.69%	per day	10/1/2026	10/1/2025	Res 25-031
Moorage - City Residents									
	Moorage 24' Windbag 100 dock		$ 33.05	$ 33.95	2.72%	per dock ft. (fixed dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 20' Windbag 200 dock/City Beach		$ 39.05	$ 40.10	2.69%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks		$ 39.55	$ 40.60	2.65%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 30' Windbag 600 dock/City Beach		$ 41.25	$ 42.35	2.67%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 35' City Beach		$ 42.05	$ 43.20	2.73%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Laser Deck		$ 220.70	$ 226.65	2.70%	Windbag Laser & Sunfish	10/1/2026	10/1/2025	Res 25-031
	Hobie Deck		$ 440.95	$ 452.85	2.70%	Windbag hobie / thistle, etc.	10/1/2026	10/1/2025	Res 25-031
Moorage - Bonner County Residents									
	Moorage 24' Windbag 100 dock		$ 41.30	$ 42.45	2.78%	per dock ft. (fixed dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 20' Windbag 200 dock/City Beach		$ 48.85	$ 50.20	2.76%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks		$ 49.45	$ 50.80	2.73%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 30' Windbag 600 dock/City Beach		$ 51.60	$ 53.00	2.71%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 35' City Beach		$ 52.55	$ 54.00	2.76%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Laser Deck 5' Beam		$ 275.80	$ 283.25	2.70%	Windbag laser & sunfish	10/1/2026	10/1/2025	Res 25-031
	Hobie Deck 10' Beam		$ 551.30	$ 566.20	2.70%	Windbag hobie / thistle, etc.	10/1/2026	10/1/2025	Res 25-031
Moorage - Outside Bonner County Residents									
	Moorage 24' Windbag 100 dock		$ 51.65	$ 53.05	2.71%	per dock ft. (fixed dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 20' Windbag 200 dock/City Beach		$ 60.95	$ 62.60	2.71%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks		$ 61.75	$ 63.45	2.75%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 30' Windbag 600 dock/City Beach		$ 64.45	$ 66.20	2.72%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Moorage 35' City Beach		$ 65.65	$ 67.45	2.74%	per dock ft. (floating dock)	10/1/2026	10/1/2025	Res 25-031
	Laser Deck 5' Beam		$ 344.70	$ 354.00	2.70%	Windbag laser & sunfish	10/1/2026	10/1/2025	Res 25-031
	Hobie Deck 10' Beam		$ 689.45	$ 708.10	2.71%	Windbag hobie / thistle, etc.	10/1/2026	10/1/2025	Res 25-031
Moorage Local Invasive Species Fee									
	Transient		$ 7.40	$ 7.60	2.70%	per day	10/1/2026	10/1/2025	Res 25-031
	Moored		$ 25.85	$ 26.55	2.71%	annual with moorage	10/1/2026	10/1/2025	Res 25-031
RV Park Rate									
	May - October								
		Low - 40' site	$ 50.00	$ 51.35	2.70%	per night **+ applicable lodging taxes**	10/1/2026	10/1/2025	Res 25-031
		High - 55' site	$ 65.00	$ 66.75	2.69%	per night **+ applicable lodging taxes**	10/1/2026	10/1/2025	Res 25-031
		Event Weekend Low - 40' site	$ 80.00	$ 82.15	2.69%	per night **+ applicable lodging taxes**	10/1/2026	10/1/2025	Res 25-031
		Event Weekend High - 55'site	$ 105.00	$ 107.85	2.71%	per night **+ applicable lodging taxes**	10/1/2026	10/1/2025	Res 25-031
	November - April								
		Low - 40' site	$ 40.00	$ 41.10	2.75%	per night **+ applicable lodging taxes**	10/1/2026	10/1/2025	Res 25-031
		High - 55' site	$ 50.00	$ 51.35	2.70%	per night **+ applicable lodging taxes**	10/1/2026	10/1/2025	Res 25-031
Picnic shelters									

City of Sandpoint Fees

Description		Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
	City resident	$ 64.55	$ 66.30	2.71%	per day	10/1/2026	10/1/2025	Res 25-031
	Non-City resident	$ 75.90	$ 77.95	2.70%	per day	10/1/2026	10/1/2025	Res 25-031
Sand Volleyball Courts								
	per court charge - 4 courts available	$ 7.00	$ 10.00	42.86%	per hour	10/1/2026	10/1/2025	Res 25-031
	maximum charge for all ~~4~~ 6 courts combined	$ 168.50	$ 200.00	18.69%	per day	10/1/2026	10/1/2025	Res 25-031
Tennis and Basketball Courts								
	Travers, Lakeview or City Beach Tennis Courts or Pine St., Hickory, & Beach basketball court, per hour.							
	Outdoor court rental, per hour	$ 5.00	$ 5.15	3.00%	Per court, Group 1	10/1/2026	10/1/2025	Res 25-031
	Outdoor court rental, per hour	$ 10.00	$ 10.25	2.50%	Group 2	10/1/2026	10/1/2025	Res 25-031
	Outdoor court rental, per hour	$ 15.00	$ 15.40	2.67%	Group 3	10/1/2026	10/1/2025	Res 25-031
	Court reservations required for private groups, leagues, clubs, or team practices. Drop-in play by community members is first come first served with no charge.						10/1/2025	Res 25-031
	Please see "Explanation of Parks Field/Sport Center Usage Groups" above, under Parks "Field Usage".						10/1/2025	Res 25-031
Shooting Range								
	Day Pass	$ 10.00					10/1/2025	Res 25-031
	Season Pass (general public)	$ 75.00					10/1/2025	Res 25-031
	Season Pass (Bonner County Sportsman Association member)	$ 25.00					10/1/2025	Res 25-031
		Fines						
Parking Citations								
	First offense - parking over allowed time	$ 50.00					10/1/2022	Res 22-51
	Second offense parking over allowed time - 12-mo period	$ 100.00					10/1/2022	Res 22-51
	Third or more offense parking over allowed time - 12-mo period	$ 150.00					10/1/2022	Res 22-51
	Parked facing the wrong direction	$ 25.00					10/1/2023	Res 23-63
	Handicapped parking violation	$ 150.00					1/1/2015	Res 14-60
	Parking in violation of signage	$ 100.00					10/1/2021	Res 21-45
	All other parking offenses	$ 50.00			Including but not limited to: Parking in loading zones and other prohibited areas, Blocking a pedestrian passage/alley or driveway, Hydrant parking - within 15 feet		10/1/2021	Res 21-45
	Late fee after 14 days	$ 25.00					6/20/2007	Res 07-44
	Negligent Vehicle Impound Fees	$ 150.00					10/1/2022	Res 22-51
	Parking Ticket Scofflaw Program Administration Fee	$ 25.00					8/17/2016	Res 16-66
Boat Citations								
	Boat Parking Violation	$ 110.00					10/1/2024	Res 24-061
Dog Citations								
	First offense - running at large, barking dog, etc.	$ 50.00					10/1/2022	Res 22-51
	Second offense - running at large, barking dog, etc.	$ 100.00					10/1/2022	Res 22-51
	Third offense - running at large, barking dog, etc.	$ 150.00					10/1/2022	Res 22-51
	Animal Impound Fee	$ 100.00			Per Animal		8/21/2024	Res 24-061
		Public Safety Services						
Background checks		$ 81.20	$ 83.40	2.71%		10/1/2026	10/1/2025	Res 25-031
Background check for taxicab drivers		$ 81.20	$ 83.40	2.71%	per driver for initial or annual background check, per City Code 3-4-5	10/1/2026	10/1/2025	Res 25-031
Background check for pawnbrokers		$ 81.20	$ 83.40	2.71%	per pawnbroker for initial or annual background check	10/1/2026	10/1/2025	Res 25-031
Driver Safety Education	Course through Police Dept.	$ 81.20	$ 83.40	2.71%		10/1/2026	10/1/2025	Res 25-031
Fingerprints		$ 40.45	$ 41.55	2.72%		10/1/2026	10/1/2025	Res 25-031
Polygraph		$ 270.65	$ 277.95	2.70%		10/1/2026	10/1/2025	Res 25-031
Abandoned vehicle								
	Before notice in paper	$ 135.60	$ 139.25	2.69%		10/1/2026	10/1/2025	Res 25-031
	After notice in paper	$ 202.95	$ 208.45	2.71%		10/1/2026	10/1/2025	Res 25-031
Fire System Review		see comments			based on cost of service only		10/1/2025	Res 25-031
Fire Inspection								
	Follow-up review	$ 30.45	$ 31.25	2.63%	per hour	10/1/2026	10/1/2025	Res 25-031
	Site visits (multiple visits)	$ 30.45	$ 31.25	2.63%	per hour	10/1/2026	10/1/2025	Res 25-031
	Research (complex/comprehensive)	$ 30.45	$ 31.25	2.63%	per hour	10/1/2026	10/1/2025	Res 25-031
Fire Watch	Fire Watch for buildings that do not have the ability to provide one	$ 80.00	$ 82.15	2.69%	per hour (4 hour minimum)	10/1/2026	10/1/2025	Res 25-031
Fire Standby Services	Dedicated standby for events that require fire services	$ 268.00	$ 275.25	2.71%	per hour (4 hour minimum)	10/1/2026	10/1/2025	Res 25-031
False Alarm (police and fire)								
	1st & 2nd in one year							
	3rd in one year	$ 192.95	$ 198.15	2.69%		10/1/2026	10/1/2025	Res 25-031
	4th thru 6th in one year	$ 385.90	$ 396.35	2.71%	each	10/1/2026	10/1/2025	Res 25-031
	7th thru 9th in one year	$ 644.15	$ 661.55	2.70%	each	10/1/2026	10/1/2025	Res 25-031
	10th and over in one year	$ 1,291.40	$ 1,326.25	2.70%	each	10/1/2026	10/1/2025	Res 25-031
Police Clearance Letter		$ 10.65	$ 10.95	2.82%		10/1/2026	10/1/2025	Res 25-031
Copies w/color photos (Police Dept.)		$ 1.17	$ 1.20	2.56%	per photo, per page	10/1/2026	10/1/2025	Res 25-031
		Community Development and Public Works Services						
~~Expedited Processing Fee (Planning and Building)~~		~~$ 61.25~~	~~$ 62.90~~	~~2.69%~~		~~10/1/2026~~	~~10/1/2025~~	~~Res 25-031~~
General (Planning, Building, Right of Way - Streets, Stormwater, Water, and Wastewater)								
	City Hourly Labor Rate - Administration/Inspection	$ 79.25	$ 81.40	2.71%		10/1/2026	10/1/2025	Res 25-031
	City Hourly Labor Rate - Streets, Water, Wastewater Crews	$ 47.25	$ 48.55	2.75%		10/1/2026	10/1/2025	Res 25-031

City of Sandpoint Fees

Description		Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
	City Hourly Rate - Equipment	Varies			per the Rental Rate Blue Book for Construction Equipment; where no Blue Book rate exists, FEMA rates shall apply		10/1/2020	Res 20-39
	City Supplied Materials	cost +15%			pass-through plus administrative percentage		10/1/2020	Res 20-39
	External/Outsourced Professional Services (as required to determine code compliance)	cost +15%			pass-through actual cost, plus administrative percentage; applicable to any professional service fee, as required, due to increase volume of applications and/or staff vacancies		10/1/2020	Res 20-39
Planning & Engineering	All application fees include up to two (2) completeness reviews							
	Additional Reviews, required in excess of standard	cost +15%					10/1/2020	Res 20-39
	See 'Building Plan Check Fee' Category below for Zoning Review						10/1/2020	Res 20-39
	~~Amendment of approved application~~				~~50% of current application fee~~		~~10/18/2006~~	~~Res 06-76~~
	First pre-application meeting				no cost for 1 meeting up to 1 hour		10/1/2025	Res 25-031
	Additional pre-application meetings	$ 475.50	$ 488.35	2.70%	per 1 hour meeting, calculated based on city hourly labor rate x 6 staff expected to participate in pre-app meetings.	10/1/2026	10/1/2025	Res 25-031
	Notifications: Public Hearing and/or Adjacent Properties							
	Published notice		$200.00	NEW	per round of noticing	10/1/2026		
	Public notice mailings		$1.50	NEW	per address & per round of noticing	10/1/2026		
	~~Short Plat, Site Plan Review or equivalent minor permit~~	~~$ 300.00~~	~~$ 308.10~~	~~2.70%~~	~~in addition to application fee, includes one round of noticing~~	~~10/1/2026~~	~~10/1/2025~~	~~Res 25-031~~
	~~CUP, Subdivision, Rezoning and Code or Comp Plan Amendments~~	~~$ 600.00~~	~~$ 616.20~~	~~2.70%~~	~~in addition to application fee, includes two rounds of noticing~~	~~10/1/2026~~	~~10/1/2025~~	~~Res 25-031~~
	~~Planned Unit Development~~	~~$ 1,200.00~~	~~$ 1,232.40~~	~~2.70%~~	~~in addition to application fee, includes four rounds of noticing~~	~~10/1/2026~~	~~10/1/2025~~	~~Res 25-031~~
	Fee applies to new application or request to amend previously approved application.						10/1/2025	Res 25-031
	Land Subdivisions							
	Short Plat ~~or Replat where resulting lots < 1 acre~~	$ 825.00	$ 847.25	2.70%	flat fee + Preliminary Engineering fee + notification fee	10/1/2026	10/1/2025	Res 25-031
	Lot Line Adjustment	$ 825.00	$ 847.25	2.70%	flat fee + Preliminary Engineering fee + notification fee	10/1/2026	10/1/2025	Res 25-031
	~~Flagpole Lot~~	~~$ 825.00~~	~~$ 847.25~~	~~2.70%~~	~~flat fee + Preliminary Engineering fee + notification fee~~	~~10/1/2026~~	~~10/1/2025~~	~~Res 25-031~~
	Preliminary Subdivision Plat ~~or Short Plat where resulting lots > 1 acre~~	$ 3,500.00	$ 3,594.50	2.70%	flat fee + Preliminary Engineering fee + notification fee	10/1/2026	10/1/2025	Res 25-031
	Subdivision Final Plat	$ 1,500.00	$ 1,540.50	2.70%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
	Planned Unit Development (PUD) Preliminary Development Plan	$ 3,500.00	$ 3,594.50	2.70%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
	Planned Unit Development (PUD) Final Development Plan	$ 3,500.00	$ 3,594.50	2.70%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
	Development Permitting							
	Substandard Lot Waiver	$ 1,700.00	$ 1,746.00	2.71%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
	Site Plan Review Permit	$ 1,700.00	$ 1,746.00	2.71%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
	~~Conditional Use Permit (CUP) or non-conforming use permit~~	~~$ 4,000.00~~	~~$ 4,108.00~~	~~2.70%~~	~~flat fee + notification fee~~	~~10/1/2026~~	~~10/1/2025~~	~~Res 25-031~~
	Conditional Use Permit (CUP) on sites >1 acre		$3,000.00	NEW	flat fee + notification fee	IMMEDIATELY		
	Conditional Use Permit (CUP) on sites ≤1 acre		$1,000.00	NEW	flat fee + notification fee	IMMEDIATELY		
	Food Truck CUP	$ 300.00	$ 308.10	2.70%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
	Variance	$ 1,500.00	$ 1,540.50	2.70%	flat fee + notification fee	10/1/2026	10/1/2025	Res 25-031
	Additional Fees							
	Development Agreement	$ 4,000.00	$ 4,108.00	2.70%	flat fee + attorney costs	10/1/2026	10/1/2025	Res 25-031
	Rezone, Comprehensive Plan Change or Code Amendment	$ 4,000.00	$ 4,108.00	2.70%	flat fee + notification fee (2x for rezone + Comp Plan change)	10/1/2026	10/1/2025	Res 25-031
	Right of Way (ROW) Vacation	$ 1,500.00	$ 1,540.50	2.70%	flat fee ~~+~~ + notification fee	10/1/2026	10/1/2025	Res 25-031
	Fees apply to new applications or requests to amend previously-approved permits.						10/1/2025	Res 25-031
	PUDs, Comp Plan Amendmends, Rezones, or Preliminary plats larger than 30 lots that put extraordinary demands on staff time may, upon the mayor's determination, be required to enter into a cost-recovery agreement whereby staff time and/or consulstant costs is tracked and billed to the applicant.						10/1/2025	Res 25-031
	Appeal or rehearing	$ 564.00	$ 579.25	2.70%	plus notification fee	10/1/2026	10/1/2025	Res 25-031
	Public Infrastructure - Major (subdivisions, new/substantial public improvements, land use actions)							
	Engineering Review - Preliminary Review	$ 299.00	$ 307.00	2.68%	no approvals; planning purposes only	10/1/2026	10/1/2025	Res 25-031
	Engineering Review - Streets, Sidewalks, Frontage, Other	$ 299.00	$ 307.00	2.68%	includes (2) reviews	10/1/2026	10/1/2025	Res 25-031
	Engineering Review - Traffic, TGDL	$ 149.00	$ 153.00	2.68%	per review	10/1/2026	10/1/2025	Res 25-031
	Engineering Review - Traffic, TIA	$ 373.00	$ 383.00	2.68%	per review	10/1/2026	10/1/2025	Res 25-031
	Engineering Review - Stormwater - one acre or less	$ 299.00	$ 307.00	2.68%	per review	10/1/2026	10/1/2025	Res 25-031
	Engineering Review - Stormwater - Greater than one acre	$ 448.00	$ 460.00	2.68%	per review	10/1/2026	10/1/2025	Res 25-031
	Engineering Inspection - Preconstruction	$ 149.00	$ 153.00	2.68%	per inspection	10/1/2026	10/1/2025	Res 25-031
	Engineering Inspections - Punchlist and Final	$ 299.00	$ 307.00	2.68%	per inspection	10/1/2026	10/1/2025	Res 25-031
	Engineering Inspections - Additional Inspections	$ 149.00	$ 153.00	2.68%	per inspection	10/1/2026	10/1/2025	Res 25-031
Sign Permits								
	Sign Permit	minimum $75			same as building permit fee structure		10/1/2025	Res 25-031
	Sign Permit Special Banner	$ 97.25	$ 100.00	2.83%	per permit/per event	10/1/2026	10/1/2025	Res 25-031
	Sign - Mural	$ 299.00	$ 307.00	2.68%		10/1/2026	10/1/2025	Res 25-031
	Master Sign Program	$ 186.00	$ 191.00	2.69%		10/1/2026	10/1/2025	Res 25-031
	Honorary Street Sign Application	$ 186.00	$ 191.00	2.69%	per application	10/1/2026	10/1/2025	Res 25-031
	Honorary Street Sign	$ 124.50	$ 127.85	2.69%	each	10/1/2026	10/1/2025	Res 25-031
Watershed - Use Permit	Watershed, New Use/Activity	$ 597.00	$ 613.15	2.71%	includes processing, review, inspections, and approval	10/1/2026	10/1/2025	Res 25-031
	External/Outsourced Professional Services (as required to determine code compliance)	cost + 15%			pass-through administrative percentage		4/7/2021	Res 21-17
Mechanical/HVAC Permits								
	Residential							
	Base Permit	$ 100.00					10/1/2021	Res 21-45

City of Sandpoint Fees

Description		Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
	Plan Check or Technical Service Fee	$ 65.00			per hour		10/1/2021	Res 21-45
	Appliances - Furnace, air conditioner, heat pump, evaporative cooler, unit heater, space heater, boiler (not supplying potable water), pool heater, mini-split system, free-standing gas or solid-fuel stove, gas fireplace, HRV, ERV or any other permanent space conditioning appliance used for human comfort. This includes all associated ducts and flues attached thereto.	$30 + $15			$30 for the first appliance + $15 for each additional appliance		10/1/2021	Res 21-45
	Exhaust duct or ventilation duct - Dyer duct, range hood duct, bath fan duct, crawl space exhaust duct, similar exhaust ducts or ventilation duct.	$15 + $5			$15 for the first duct + $5 for each additional duct		10/1/2021	Res 21-45
	Fuel gas piping	$ 5.00			per appliance outlet		10/1/2021	Res 21-45
	Hydronic system (Does not include Boiler - see above)	$ 5.00			per zone		10/1/2021	Res 21-45
	Manual S, J, & D Review	$ 25.00			Required when installing the primary heating and/or cooling system in a NEW single or multi-family dwelling.		10/1/2021	Res 21-45
	Commercial/Industrial							
	job value up to $10,000	calculated			total cost of system x 0.02 + $60		10/1/2020	Res 20-39
	job value $10,001-$100,000	calculated			total cost of system - 10,000 x 0.01 + $260		10/1/2020	Res 20-39
	job value $100,001 or more	calculated			total cost of system -100,000 x 0.005 + $1,160		10/1/2020	Res 20-39
Building Plan Check Fee								
	Standard Plan Check (up to two reviews)	calculated			calculated as 65% of building permit fee		8/7/2002	Res 02-44
	Zoning Review	calculated			calculated as ~~15%~~ 20% of building permit fee, in addition to Building Plan Check		10/1/2025	Res 25-031
	Plan Check, New Single Family (7,999 SF or less, up to two reviews) if prepared/stamped by registered, licensed professional	calculated			calculated 25% of building permit fee		10/1/2020	Res 20-39
	Plan Check, Reroof	$ -			no plan check for reroof, unless submitted for review		10/1/2020	Res 20-39
	Additional Plan Check, required in excess of standard	cost +15%					10/1/2020	Res 20-39
	Expedited Review, if available (5 business days)	calculated			plan check fee x ~~2~~ 3		10/1/2020	Res 20-39
	Residential Repeat/Subsequent Lot Plan Check				standard plan check fee for first, then 25% of the building permit fee, per lot the same		10/1/2020	Res 20-39
Building Permit Fee~~/Valuation~~								
	Total Valuation is calculated by the Building Official, using as stated by the applicant or the latest valuation data published in the Building Safety Journal by ICC, whichever is greater.				includes standard/single inspections per phase			
	0 - 2,000 dollars of value	$ 66.64	$ 68.44	calculation 2.70%	for the first $1,300 plus ~~$3.79~~ **$3.89** per additional $100	10/1/2026	10/1/2025	Res 25-031
	2,001 - 25,000 dollars of value	$ 93.17	$ 95.69	calculation 2.70%	for the first $2,000 plus ~~$17.33~~ $**17.80** per additional $1,000	10/1/2026	10/1/2025	Res 25-031
	25,001 - 50,000 dollars of value	$ 491.76	$ 505.04	calculation 2.70%	for the first $25,000 plus ~~$12.39~~ **$12.72** per additional $1,000	10/1/2026	10/1/2025	Res 25-031
	50,001 - 100,000 dollars of value	$ 801.51	$ 823.15	calculation 2.70%	for the first $50,000 plus ~~$8.67~~ **$8.90** per additional $1,000	10/1/2026	10/1/2025	Res 25-031
	100,001 - 500,000 dollars of value	$ 1,235.01	$ 1,268.36	calculation 2.70%	for the first $100,000 plus ~~$6.94~~ **$7.13** per additional $1,000	10/1/2026	10/1/2025	Res 25-031
	500,001 - 1,000,000 dollars of value	$ 4,011.01	$ 4,119.31	calculation 2.70%	for the first $500,000 plus ~~$5.88~~ **$6.04** per additional $1,000	10/1/2026	10/1/2025	Res 25-031
	1,000,001 and over dollars of value	$ 6,951.01	$ 7,138.69	calculation 2.70%	for the first $1,000,000 plus ~~$4.52~~ **$4.64** per add'l $1,000	10/1/2026	10/1/2025	Res 25-031
	Minimum Building Permit Fee	$ 185.78	$ 190.80	2.70%	If result of valuation is less than this minimum fee, this minimum applies instead and includes (1) inspection; see fees for additional inspections.	10/1/2026	10/1/2025	Res 25-031
	Permit Reinstatement Fee	calculated			50% Building Permit Fee		10/1/2023	Res 23-63
	Demolition Permit (complete structure remove only)	$ 298.41	$ 306.47	2.70%	flat fee in lieu of calculated value	10/1/2026	10/1/2025	Res 25-031
	Residential Garages/Storage Buildings (except ADU)	see above		2.70%	valuation ~~$23.59~~ **$24.23** per SF	10/1/2026	10/1/2025	Res 25-031
	Misc. Residential Pole Buildings	see above		2.70%	valuation ~~$21.31~~ **$21.89** per SF	10/1/2026	10/1/2025	Res 25-031
	Residential Carports, Decks, Porches	see above		2.70%	valuation ~~$17.77~~ **$18.25** per SF	10/1/2026	10/1/2025	Res 25-031
	Fireplace Retrofit/Chimney Repair				Minimum Building Permit Fee		10/1/2020	Res 20-39
	Sign - Foundation				Minimum Building Permit Fee		10/1/2020	Res 20-39
	Canopy - Awning				Minimum Building Permit Fee		10/1/2020	Res 20-39
	Foundation Repair/Replace				Minimum Building Permit Fee		10/1/2020	Res 20-39
	Reroof				Minimum Building Permit Fee		10/1/2020	Res 20-39
	Retaining Wall				Minimum Building Permit Fee		10/1/2020	Res 20-39
	Stair Repair				Minimum Building Permit Fee		10/1/2020	Res 20-39
	Window/Door				Minimum Building Permit Fee		10/1/2020	Res 20-39
	Fire Alarm/Sprinkler Permit				Minimum Building Permit Fee + Inspections		10/1/2023	Res 23-63
	Floodplain Development Permit/Review	cost +15%					10/1/2023	Res 23-63
	Building/Fire - Structural Review	cost +15%					10/1/2023	Res 23-63
	Building/Fire - Code Compliance Review	cost +15%					10/1/2023	Res 23-63
Amended Building Permit	Post-issuance revisions	cost +15%					10/1/2020	Res 20-39
Inspections								
	Additional inspection inside of normal business hours	cost +15%			per hourly Administration/Inspection labor rate		10/1/2020	Res 20-39
	Inspection outside of normal business hours, as available	calculated			per hourly Administration/Inspection labor rate x 1.25 (minimum 2 hours)		10/1/2020	Res 20-39
	Re-Inspection	calculated			per hourly Administration/Inspection labor rate		10/1/2020	Res 20-39
Building - Other								
	Temporary Certificate of Occupancy (all types)	$ 307.00	$ 315.25	2.69%	plus security for remaining items	10/1/2026	10/1/2025	Res 25-031
	Structural/Life Safety Evaluation	$ -			no fee		10/1/2020	Res 20-39
	Building Code Appeal	cost + 15%			appealed at Department of Building Safety or State Fire Marshall		10/1/2020	Res 20-39
	Building Code Violation - Unsafe, Restricted or Stop Work	$ 112.00	$ 115.00	2.68%	per day, as determined applicable by the Building Official	10/1/2026	10/1/2025	Res 25-031
	Work Commencing Without Permit	calculated			standard building permit fee x 2		10/1/2020	Res 20-39
Public Right of Way	Includes existing and future/proposed public right-of-way's and/or easements with City infrastructure							

City of Sandpoint Fees

Description		Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
	Street Cut Damage Recovery Fee - Fee based on Pavement Condition Index (PCI) rating of street in accordance with most recent street condition survey.							
	PCI							
	81-100	$ 980.50	$ 1,007.00	2.70%		10/1/2026	10/1/2025	Res 25-031
	61-80	$ 734.50	$ 754.50	2.72%		10/1/2026	10/1/2025	Res 25-031
	41-60	$ 492.00	$ 505.25	2.69%		10/1/2026	10/1/2025	Res 25-031
	21-40	$ 246.00	$ 252.75	2.74%		10/1/2026	10/1/2025	Res 25-031
	0-20						10/1/2021	Res 21-45
	Encroachment - Temporary Access (TCP Review)	$ 86.25	$ 88.75	2.90%	processing, TCP review, and (1) inspection	10/1/2026	10/1/2025	Res 25-031
	Encroachment - Long-Term Agreement	$ 310.25	$ 318.75	2.74%		10/1/2026	10/1/2025	Res 25-031
	Encroachment/Easement - Franchise/Fiber	$ 620.50	$ 637.25	2.70%	includes TCP review, inspections, and agreement	10/1/2026	10/1/2025	Res 25-031
	Public Infrastructure - Minor (sidewalk, curb, street cut, driveways)	$ 223.50	$ 229.50	2.68%	includes processing, plan review, site visit, and (2) inspections; in addition to Temporary Access, as applicable	10/1/2026	10/1/2025	Res 25-031
	Unauthorized work within the right-of-way	$ 310.25	$ 318.75	2.74%	in addition to standard fee for street patch maintenance and/or other fee	10/1/2026	10/1/2025	Res 25-031
	City provided services							
	Maintenance of work area	cost + 15%			per adopted Public Services General City Rates above		10/1/2018	Res 18-46
	Maintenance/installation of traffic control	cost + 15%			per adopted Public Services General City Rates above		10/1/2018	Res 18-46
	Failure to obtain/call for inspection on encroachment permit							
	First offense	$ 92.50	$ 95.00	2.70%		10/1/2026	10/1/2025	Res 25-031
	Second offense	$ 155.00	$ 159.25	2.74%		10/1/2026	10/1/2025	Res 25-031
	Third offense	$ 310.25	$ 318.75	2.74%		10/1/2026	10/1/2025	Res 25-031
Sidewalk Fee in Lieu of Construction		$ 60.00			Non-refundable fee in lieu of construction of sidewalk based on LF of frontage		5/1/2024	Res 24-26
Water Plan Reviews/Inspections								
	Will-Serve Assessment/Letter	$ 158.50	$ 162.75	2.68%	as required for platting and/or QLPE	10/1/2026	10/1/2025	Res 25-031
	Engineering Review - Water, with QLPE (as available)	$ 746.00	$ 766.25	2.71%	includes (2) reviews	10/1/2026	10/1/2025	Res 25-031
	Water Mains Inspection	$ 130.00	$ 133.50	2.69%	each inspection	10/1/2026	10/1/2025	Res 25-031
	Water Service Connection Inspection, includes tap and new hydrants/fire lines	$ 61.75	$ 63.50	2.83%	per tap/service connection, or additional reinspection	10/1/2026	10/1/2025	Res 25-031
Water Main Modeling/Assessment	External/Outsourced Professional Services (as required to determine capacity and necessary improvements)				pass-through administrative percentage		4/7/2021	Res 21-17
Water Install/Materials	Subject to availability	see above			per adopted General City Rates			
	Main Tap, City Labor Only	$ 549.75	$ 564.50	2.68%	flat fee, per tap	10/1/2026	10/1/2025	Res 25-031
	3/4 inch meter/transponder only (supply and install)	$ 383.50	$ 424.00	10.56%	Flat Fee	10/1/2026	10/1/2025	Res 25-031
	1 inch (M55) meter/transponder only (supply and install)	$ 603.50	$ 649.75	7.66%	Flat Fee	10/1/2026	10/1/2025	Res 25-031
	1 inch (M70) meter/transponder only (supply and install)	$ 665.75	$ 695.74	4.50%	Flat Fee	10/1/2026	10/1/2025	Res 25-031
	1.5 inch meter/transponder (supply and install)	$ 1,128.00	$ 1,188.50	5.36%	Flat Fee	10/1/2026	10/1/2025	Res 25-031
	2 inch meter/transponder (supply and install)	$ 1,367.50	$ 1,434.50	4.90%	Flat Fee	10/1/2026	10/1/2025	Res 25-031
	> 2 inch meter/transponder (supply and install)	cost + 15%					10/1/2020	Res 20-39
	Full assembly (supply & install)	cost + 15%			In addition to meter/transponder fees		10/1/2022	Res 22-51
Industrial Pretreatment	Wastewater Discharge Permit	$ 254.50	$ 261.35	2.69%	application fee, includes inspection and permit issuance	10/1/2026	10/1/2023	Res 23-63
Wastewater treatment plant sampling fees								
	Bacteriological							
	Total coliform MPN/MTF	$ 51.90	$ 53.30	2.70%		10/1/2026	10/1/2025	Res 25-031
	Fecal Coliform MPN/MTF	$ 51.90	$ 53.30	2.70%		10/1/2026	10/1/2025	Res 25-031
	Fecal Coliform Bio-Solids A-1	$ 78.20	$ 80.30	2.69%		10/1/2026	10/1/2025	Res 25-031
	E.coli. MPN/MTF	$ 51.90	$ 53.30	2.70%		10/1/2026	10/1/2025	Res 25-031
	Total, Fecal, E.coli	$ 103.70	$ 106.50	2.70%		10/1/2026	10/1/2025	Res 25-031
	Inorganic chemicals							
	Nitrate	$ 38.95	$ 40.00	2.70%		10/1/2026	10/1/2025	Res 25-031
	TKN	$ 45.45	$ 46.70	2.75%		10/1/2026	10/1/2025	Res 25-031
	Ammonia	$ 38.95	$ 40.00	2.70%		10/1/2026	10/1/2025	Res 25-031
	Alkalinity	$ 26.00	$ 26.70	2.69%		10/1/2026	10/1/2025	Res 25-031
	Total Phosphorus	$ 51.90	$ 53.30	2.70%		10/1/2026	10/1/2025	Res 25-031
	Ortho-Phosphorus	$ 26.00	$ 26.70	2.69%		10/1/2026	10/1/2025	Res 25-031
	FOG	$ 77.85	$ 80.00	2.76%		10/1/2026	10/1/2025	Res 25-031
	Ph Wastewater	$ 13.00	$ 13.35	2.69%		10/1/2026	10/1/2025	Res 25-031
	PH Soil	$ 19.55	$ 20.10	2.81%		10/1/2026	10/1/2025	Res 25-031
	BOD	$ 58.40	$ 60.00	2.74%		10/1/2026	10/1/2025	Res 25-031
	TDS	$ 19.55	$ 20.10	2.81%		10/1/2026	10/1/2025	Res 25-031
	TSS	$ 26.00	$ 26.70	2.69%		10/1/2026	10/1/2025	Res 25-031
	Metals							
	Total Metals 13 Bio-Solids	$ 253.90	$ 260.75	2.70%		10/1/2026	10/1/2025	Res 25-031
	Total Metals 11	$ 221.25	$ 227.25	2.71%		10/1/2026	10/1/2025	Res 25-031
	Mercury	$ 38.95	$ 40.00	2.70%		10/1/2026	10/1/2025	Res 25-031
	Cyanide Wastewater	$ 58.40	$ 60.00	2.74%		10/1/2026	10/1/2025	Res 25-031
	Silver	$ 26.00	$ 26.70	2.69%		10/1/2026	10/1/2025	Res 25-031
	Lab Testing Fee	$ 32.45	$ 33.35	2.77%		10/1/2026	10/1/2025	Res 25-031
Wastewater Plan Reviews/Inspections								
	Engineering Review - Wastewater, no QLPE	$ 298.40	$ 306.45	2.70%	includes (2) reviews	10/1/2026	10/1/2025	Res 25-031
	Engineering Review - Wastewater, with QPLE (as available)	$ 596.80	$ 612.95	2.71%	includes (2) reviews	10/1/2026	10/1/2025	Res 25-031
	Wastewater Main Inspection	$ 130.45	$ 134.00	2.72%	each inspection	10/1/2026	10/1/2025	Res 25-031

City of Sandpoint Fees

Description			Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
	Wastewater Service Connection Inspection, includes tap on main		$ 61.75	$ 63.45	2.75%	per tap/service connection, or additional reinspection	10/1/2026	10/1/2025	Res 25-031
Wastewater Main Modeling/Assessment	External/Outsourced Professional Services (as required to determine capacity and necessary improvements)		cost + 15%			pass-through administrative percentage		4/7/2021	Res 21-17
Wastewater Install/Materials/Inspections/Testing	Subject to availability					per adopted General City Rates above			
New User Facility Fees (NUFF)									
	Water NUFF								
		3/4 inch meter - meter size factor 1	$ 7,875.00					8/17/2022	Res 22-51
		1 inch meter - meter size factor 2.5	$ 19,689.00					8/17/2022	Res 22-51
		1.5 inch meter - meter size factor 5	$ 39,377.00					8/17/2022	Res 22-51
		2 inch meter - meter size factor 8	$ 63,004.00					8/17/2022	Res 22-51
		3 inch meter - meter size factor 25	$ 196,887.00					8/17/2022	Res 22-51
		4 inch meter - meter size factor 50	$ 393,773.00					8/17/2022	Res 22-51
		6 inch meter - meter size factor 80	$ 630,037.00					8/17/2022	Res 22-51
		8 inch meter - meter size factor 115	$ 905,625.00					8/17/2022	Res 22-51
	Wastewater NUFF		$ 6,311.00			per Equivalent Resident (ER)		8/17/2022	Res 22-51
Hydrant Use/Fill Station									
	Hydrant/Fill Station Permit		$ 32.24	$ 100.00	210.17%	Annual permit ~~plus $2,500 or $500 deposit~~ - one vehicle inspection	IMMEDIATELY	9/16/2025	Res 25-031
				$ 63.50	NEW	Additional Vehicle Inspection	IMMEDIATELY		
		Volume Charge - per 1,000 gallons	$ 4.64	$ 8.12	75.00%		IMMEDIATELY	9/16/2025	Res 25-031
Utility User Monthly Rates									
	Garbage								
		Residential	$ 20.91	$ 21.95	5.00%	96 gallon cart	9/16/2026	9/16/2025	Res 25-031
		Residential	$ 16.72	$ 17.55	5.00%	64 gallon cart	9/16/2026	9/16/2025	Res 25-031
		Residential	$ 12.55	$ 13.17	5.00%	35 gallon cart	9/16/2026	9/16/2025	Res 25-031
		Senior Citizen Reduced Utility Billing (SCRUB)	$ 12.55	$ 13.17	5.00%	96 gallon cart	9/16/2026	9/16/2025	Res 25-031
		Senior Citizen Reduced Utility Billing (SCRUB)	$ 10.04	$ 10.54	5.00%	64 gallon cart	9/16/2026	9/16/2025	Res 25-031
		Senior Citizen Reduced Utility Billing (SCRUB)	$ 7.53	$ 7.90	5.00%	35 gallon cart	9/16/2026	9/16/2025	Res 25-031
		Extra cans	$ 2.52	$ 2.65	5.00%	each	9/16/2026	9/16/2025	Res 25-031
		Roll-out cart over 15 feet	$ 3.87	$ 4.07	5.00%	special assistance	9/16/2026	9/16/2025	Res 25-031
		Contamination Charge	$ 36.72	$ 38.55	5.00%	each occurrence	9/16/2026	9/16/2025	Res 25-031
	Street Lights		$ 3.09					10/1/2017	Res 17-53
	Miscellaneous								
		New Account Fee	$ 14.50	$ 15.05	3.80%		9/16/2026	9/16/2025	Res 25-031
		Late Charge	$ 21.77	$ 22.59	3.80%		9/16/2026	9/16/2025	Res 25-031
		Door Hanger	$ 21.77	$ 22.59	3.80%		9/16/2026	9/16/2025	Res 25-031
		Delinquent off/on	$ 75.45	$ 78.32	3.80%		9/16/2026	9/16/2025	Res 25-031
		Meter Lock Removal	$ 59.26	$ 61.51	3.80%		9/16/2026	9/16/2025	Res 25-031
		Emergency/Seasonal Off/On	$ 29.02	$ 30.13	3.80%	(Seasonal - Irrigation accounts only)	9/16/2026	9/16/2025	Res 25-031
		After hours fee	$ 52.23	$ 54.22	3.80%		9/16/2026	9/16/2025	Res 25-031
		Leak check - customer requested	$ 37.71	$ 39.14	3.80%		9/16/2026	9/16/2025	Res 25-031
	Water								
		Retail - Fixed Monthly Rates							
		3/4" meter	$ 22.06	$ 22.89	3.76%		9/16/2026	9/16/2025	Res 25-031
		1" meter	$ 44.30	$ 45.96	3.76%		9/16/2026	9/16/2025	Res 25-031
		1-1/2" meter	$ 78.01	$ 80.95	3.76%		9/16/2026	9/16/2025	Res 25-031
		2" meter	$ 110.94	$ 115.12	3.76%		9/16/2026	9/16/2025	Res 25-031
		3" meter	$ 399.01	$ 414.03	3.76%		9/16/2026	9/16/2025	Res 25-031
		4" meter	$ 665.20	$ 690.24	3.76%		9/16/2026	9/16/2025	Res 25-031
		6" meter	$ 1,330.54	$ 1,380.63	3.76%		9/16/2026	9/16/2025	Res 25-031
		Residential Volume Charge - per 1,000 gallons							
		0 - 6,000 gallons	$ 3.26	$ 3.38	3.68%		9/16/2026	9/16/2025	Res 25-031
		6,001 to 20,000 gallons	$ 4.12	$ 4.23	2.72%		9/16/2026	9/16/2025	Res 25-031
		20,001 to 40,000 gallons	$ 8.23	$ 8.46	2.85%		9/16/2026	9/16/2025	Res 25-031
		over 40,000 gallons	$ 9.26	$ 9.52	2.84%		9/16/2026	9/16/2025	Res 25-031
		Multi-Family Volume Charge - per 1,000 gallons	$ 4.23	$ 4.26	0.79%		9/16/2026	9/16/2025	Res 25-031
		Irrigation Volume Charge - per 1,000 gallons	$ 7.49	$ 8.12	8.36%		9/16/2026	9/16/2025	Res 25-031
		Commercial Volume Charge - per 1,000 gallons	$ 4.68	$ 4.86	3.83%		9/16/2026	9/16/2025	Res 25-031
		Flat Water Rate (no meter)	$ 83.53	$ 86.70	3.80%		9/16/2026	9/16/2025	Res 25-031
		Wholesale - Syringa Heights Water District Fixed Monthly Rate	$ 5,534.90	$ 5,745.22	3.80%		9/16/2026	9/16/2025	Res 25-031
		Wholesale - Northside Water Users Association Fixed Monthly Rate	$ 4,119.01	$ 4,275.53	3.80%		9/16/2026	9/16/2025	Res 25-031
		Wholesale - Edelweiss Village Improvement Association Fixed Monthly Rate	$ 657.60	$ 682.59	3.80%		9/16/2026	9/16/2025	Res 25-031
		Wholesale Volume Charge - per 1,000 gallons	$ 3.19	$ 3.31	3.80%		9/16/2026	9/16/2025	Res 25-031

City of Sandpoint Fees

Description		Fee	Proposed Fees FY2027	% Change	Comments	Effective Date of Change	Effective Date	Authority (Resolution, Ordinance or Statute)
Wastewater								
	Wastewater - Residential							
	Fixed Monthly Rate - Tier 1 - Legacy Rate (Based on less than 2k gal/mo. used in 2022)	$ 85.73	$ 90.02	5.00%		9/16/2026	9/16/2025	Res 25-031
	Fixed Monthly Rate - Tier 2	$ 98.59	$ 97.16	-1.45%		9/16/2026	9/16/2025	Res 25-031
	Wastewater - Multi-Family - Fixed Monthly Rate x # Multi-Family Units	$ 55.81					9/16/2024	Res 24-061
	Wastewater - Commercial I (Non-grease Producer) - Fixed Monthly Rate	$ 114.22	$ 122.79	7.50%		9/16/2026	9/16/2025	Res 25-031
	Volume Charge - per 1,000 gallons							
	0 to 6,000 gallons	$ 14.03	$ 15.08	7.48%		9/16/2026	9/16/2025	Res 25-031
	Over 6,000 gallons	$ 16.13	$ 17.34	7.50%		9/16/2026	9/16/2025	Res 25-031
	Wastewater - Commercial II (Grease Producer) - Fixed Monthly Rate	$ 127.76	$ 137.99	8.00%		9/16/2026	9/16/2025	Res 25-031
	Volume Charge - per 1,000 gallons	$ 23.81	$ 25.71	7.98%		9/16/2026	9/16/2025	Res 25-031
Refunds								

Note: Once an application has been reviewed no refunds will be issued unless otherwise approved by the Mayor/designee or stated in policy.

Note: A $10 refund processing fee is retained for administrative/credit card cost on various items above.

NOTICE OF PUBLIC HEARING

The Sandpoint City Council will hold a public hearing at its regular meeting on May 20, 2026, to take public testimony regarding establishing new fees and proposed existing fee increases of more than 5%. The meeting will begin at 5:30 p.m. in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho. The entire proposed fee schedule, including fees proposed to increase 5% or less, will be available for review in the meeting packet on the City's website at www.sandpointidaho.gov and at City Hall.

Proposed new fees and fees that are proposed to increase more than 5% are as follows:

Fee Description	Current	Proposed	Comments/ % change	Effective Date
General City Administration				
Public Records Request				
Hourly rate for non-residents	NEW	Varies	100.00%	IMMEDIATELY
Non-resident photocopy letter size	NEW	$ 0.10	100.00%	IMMEDIATELY
Non-resident photocopy larger than letter size	NEW	$ 1.00	100.00%	IMMEDIATELY
Licenses and Permits				
City Parking Permits				
Annual City Resident permit (Provides 8 hours of free parking at downtown and City Beach lots)	$ 15.00	$ 20.00	33.33%	IMMEDIATELY
Annual Bonner County resident permit (Provides 8 hours of free parking at downtown and City Beach lots)	$ 30.00	$ 35.00	16.67%	IMMEDIATELY
Reserved downtown street parking space (reserved by Police order, one day, per space, valid in the 2, 3, and 4-hour zones)	NEW	$ 25.00	100.00%	IMMEDIATELY
Downtown street parking permit (not reserved, one day, per vehicle, valid in the 2, 3, and 4-hour zones)	NEW	$ 10.00	100.00%	IMMEDIATELY
Hourly Parking Rates (non-permit holders)				
Waterfront Parking Lots- Peak Season (Memorial Day-Labor Day)	NEW	$ 2.00	100.00%	IMMEDIATELY
Waterfront Parking Lots- Off-Peak Season (Labor Day-Memorial Day)	NEW	$ 1.50	100.00%	IMMEDIATELY
Downtown Parking Lot- Peak Season (Memorial Day-Labor Day)	NEW	$ 2.00	100.00%	IMMEDIATELY
Downtown Parking Lot- Off-Peak Season (Labor Day-Memorial Day)	NEW	$ 1.50	100.00%	IMMEDIATELY
Overstay in 2-hour Street Parking Zone (Year Round)	NEW	$ 2.00	100.00%	IMMEDIATELY
Rents and Royalties				
Parks Field Usage				
Grass Field/Diamond				
Field Use Rate - Per Hour for Group 4	NEW	$ 60.00	100.00%	IMMEDIATELY
Memorial Field Artificial Turf/Diamonds				
Field Use Rate - Per Hour for Group 4	NEW	$ 120.00	100.00%	IMMEDIATELY
Baseball mound set-up and take-down (by Parks staff)	NEW	$ 270.00	100.00%	IMMEDIATELY
James E. Russell Sports Center				
Annual Membership (billed monthly)				
Young Adult (19-25)	NEW	$ 29.00	100.00%	IMMEDIATELY
Monthly Membership (billed monthly)				
Young Adult (19-25)	NEW	$ 39.00	100.00%	IMMEDIATELY
Community Room (max capacity of 50)				
Standard party rate (food and drink)	NEW	$ 100.00	100.00%	IMMEDIATELY
Non-profit party rate (food and drink)	NEW	$ 50.00	100.00%	IMMEDIATELY
Room in use in conjunction with court rental	NEW	$ 25.00	100.00%	IMMEDIATELY
Community Room + canopy area				
Standard party rate (food and drink)	NEW	$ 150.00	100.00%	IMMEDIATELY
Non-profit party rate (food and drink)	NEW	$ 75.00	100.00%	IMMEDIATELY
Food truck parking (five vehicle spaces in front of canopy area)	NEW	$ 25.00	100.00%	IMMEDIATELY
Recreation Programs				
Youth Programs				
Tennis lessons (2-day program)	NEW	$ 23.00	100.00%	IMMEDIATELY
Tennis lessons (4-day program)	NEW	$ 45.00	100.00%	IMMEDIATELY
Sandpoint Tennis Camp	NEW	$ 150.00	100.00%	IMMEDIATELY
Track & Field	NEW	$ 100.00	100.00%	IMMEDIATELY
Small boat sailing lessons	NEW	$ 150.00	100.00%	IMMEDIATELY
Keelboat sailing	NEW	$ 365.00	100.00%	IMMEDIATELY
Swim lessons at City Beach (parent and child, per child)	NEW	$ 50.00	100.00%	IMMEDIATELY
Swim lessons at City Beach (child only, ages 4+, per child)	NEW	$ 100.00	100.00%	IMMEDIATELY

Basketball skills & drills (4-day program)		NEW	$ 60.00	100.00%	IMMEDIATELY
Chess Festival MS/HS Division		NEW	$ 10.00	100.00%	IMMEDIATELY
Chess Festival Elementary Division		NEW	$ 7.00	100.00%	IMMEDIATELY
Adult Programs					
Chess festival open division		NEW	$ 12.00	100.00%	IMMEDIATELY
Annual Paddlers' Challenge		NEW	$ 20.00	100.00%	IMMEDIATELY
Coed softball league with umpires (per team = $365 player fee + $300 sponsor fee)		NEW	$ 665.00	100.00%	IMMEDIATELY
Coed softball league without umpires (per team = $183 player fee + $182 sponsor fee)		NEW	$ 365.00	100.00%	IMMEDIATELY
Coed Volleyball league		NEW	$ 350.00	100.00%	IMMEDIATELY
Downtown Street decorative banner installation (non-City event or group)					
0-20 banners installed & uninstalled		NEW	$ 200.00	100.00%	IMMEDIATELY
21-30 banners installed & uninstalled		NEW	$ 300.00	100.00%	IMMEDIATELY
31+ banners installed & uninstalled		NEW	$ 400.00	100.00%	IMMEDIATELY
Sand Volleyball Courts					
per court charge - 4 courts available	$ 7.00		$ 10.00	42.86%	10/1/2026
maximum charge for all 6 courts combined	$ 168.50		$ 200.00	18.69%	10/1/2026
Community Development and Public Works Services					
Planning & Engineering					
Notifications: Public Hearing and/or Adjacent Properties					
Published notice		NEW	$ 200.00	100.00%	10/1/2026
Public notice mailings		NEW	$ 1.50	100.00%	10/1/2026
Development Permitting (flat fee + notification fee)					
Conditional Use Permit (CUP) on sites >1 acre		NEW	$ 3,000.00	100.00%	IMMEDIATELY
Conditional Use Permit (CUP) on sites ≤1 acre		NEW	$ 1,000.00	100.00%	IMMEDIATELY
Water Install/Materials					
3/4 inch meter/transponder only (supply and install)	$ 383.50		$ 424.00	10.56%	10/1/2026
1 inch (M55) meter/transponder only (supply and install)	$ 603.50		$ 649.75	7.66%	10/1/2026
1.5 inch meter/transponder (supply and install)	$ 1,128.00		$ 1,188.50	5.36%	10/1/2026
Hydrant Use/Fill Station					
Hydrant/Fill Station Permit (annual permit-one vehicle inspection)	$ 32.24		$ 100.00	210.17%	IMMEDIATELY
Additional Vehicle Inspection		NEW	$ 63.50	100.00%	IMMEDIATELY
Volume Charge - per 1,000 gallons	$ 4.64		$ 8.12	75.00%	IMMEDIATELY
Water					
Irrigation Volume Charge - per 1,000 gallons	$ 7.49		$ 8.12	8.36%	9/16/2026
Wastewater					
Wastewater - Commercial I (Non-grease Producer) - Fixed Monthly Rate	$ 114.22		$ 122.79	7.50%	9/16/2026
Volume Charge - per 1,000 gallons (0 to 6,000 gallons)	$ 14.03		$ 15.08	7.48%	9/16/2026
Volume Charge - per 1,000 gallons (over 6,000 gallons)	$ 16.13		$ 17.34	7.50%	9/16/2026
Wastewater - Commercial II (Grease Producer) - Fixed Monthly Rate	$ 127.76		$ 137.99	8.00%	9/16/2026
Volume Charge - per 1,000 gallons	$ 23.81		$ 25.71	7.98%	9/16/2026

To request special accommodation to participate in this hearing, contact the City at least 48 hours prior to the meeting at cityclerk@sandpointidaho.gov, 208-263-3310.

Publish in Bonner County Daily Bee Legals Section twice: May 12 and May 19, 2026

AGENDA REPORT

City Council Meeting

TODAY'S DATE: April 27, 2026

MEETING DATE: May 6, 2026

TO: Mayor Grimm, Sandpoint City Council members

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: Approval of Professional Services Agreement A26-5200-17 with HMH Engineering for City Beach RV Park Redevelopment and Parking Lot Design

RECOMMENDED ACTION

Motion to approve a professional services agreement with HMH Engineering in an amount not to exceed $273,000 for design and engineering services associated with the City Beach RV Park Redevelopment and City Beach Parking Lot Improvement projects.

BACKGROUND

The City has secured a $950,000 Idaho Department of Parks and Recreation (IDPR) RV Fund grant, with a required $50,000 City match, to support redevelopment of the City Beach RV Park. This investment provides an opportunity to modernize a heavily used waterfront facility that serves both residents and visitors.

The City released a Request for Qualifications to seven (7) Landscape Architects/Engineers identified on the City's Professional Services Roster on September 15, 2025. The City received Statement of Qualifications from five (5) firms. This solicitation was paused and then due to the time period between the pause and when the City approved moving forward with the project, the City re-released the solicitation and sent it out to the same seven (7) firms on March 13, 2026 and as a result, received Statement of Qualifications from three (3 firms. After careful review and evaluation, the highest scoring SOQ was HMH Engineering.

The proposed agreement with HMH Engineering advances two related but distinct projects at City Beach Park. The primary focus is the redevelopment of the RV park, which will be advanced through full design and construction-ready documents. The contract also includes development of a preferred concept and 35 percent preliminary design for future improvements to the City Beach parking lot and boat launch area.

As described in the attached Scope of Services , HMH's work includes project management, concept development, survey and geotechnical investigation, floodplain permitting, and full design of the RV campground through plans, specifications, and estimates. At the conclusion of this work, the City will have a fully bid-ready project for the RV park and a 35 percent design for the parking lot improvements.

ANALYSIS

The contract is intentionally structured to support both immediate implementation of the RV park project and long-term planning for the parking lot improvements. The RV park work will proceed through final design and bid support, allowing construction to begin in late 2026 with anticipated completion in summer 2027.

The parking lot component is scoped to a 35 percent design level, which is sufficient to support future grant applications. Staff anticipates pursuing additional funding through IDPR-administered programs, likely the Waterways Improvement Fund, in the winter 2026–2027 grant cycle. Completion of the 35 percent design will strengthen the City's competitiveness for those funds and position the project for final design and construction in 2027.

Because the contract includes both grant-funded and locally funded work, costs have been carefully allocated to ensure compliance with IDPR reimbursement requirements. Approximately 95 percent of eligible RV park costs will be reimbursed through the RV Fund grant. This includes all RV park-specific tasks as well as one-half of the shared foundational tasks such as project management, concept development, survey, public engagement, and geotechnical investigation. The remaining half of those shared tasks, along with all parking lot design work, will be funded through Parks Capital Improvement Funds.

Approval of this agreement initiates a coordinated, multi-phase effort to improve the City Beach site over an approximately two-and-a-half-year period. The work will address critical infrastructure needs including traffic circulation, parking efficiency, boat launch access, stormwater management, landscaping, lighting, and multimodal connectivity. These improvements will enhance both the functionality and long-term sustainability of the site while reinforcing its role as a regional destination.

FISCAL IMPACT

The total contract amount is $273,000 on a time-and-materials, not-to-exceed basis .

Costs are allocated between the two projects as follows:

Task	Total Fee	RV Park (Grant Eligible)	Parking Lot (City Funded)
Task 1 – Project Management & Coordination	$32,000	$16,000	$16,000
Task 2 – Concept Alternatives Development	$19,500	$9,750	$9,750
Task 3 – Research, Data Collection, Survey	$30,000	$15,000	$15,000
Task 4 – Community Engagement	$6,500	$3,250	$3,250
Task 5 – Geotechnical Investigation	$10,000	$5,000	$5,000
Task 6 – Floodplain Evaluation / Permitting	$3,500	$3,500	$0
Task 7 – 35% Design, RV Campground	$55,000	$55,000	$0
Task 8 – Final Design, RV Campground	$52,000	$52,000	$0

Task 9 – Bid Phase Support, RV Campground	$8,000	$8,000	$0
Task 10 – 35% Design, Parking Lot	$56,500	$0	$56,500
TOTAL	**$273,000**	**$167,500**	**$105,500**

RV park-related costs are eligible for 95 percent reimbursement through the IDPR RV Fund grant. The City's financial obligation includes the required grant match, the locally funded share of shared tasks, and all parking lot design costs. Funding is available through the Parks Capital Improvement Fund and programmed future fiscal year allocations.

RECOMMENDATION

Staff recommends approval of the professional services agreement with HMH Engineering to proceed with design of the City Beach RV Park Redevelopment and City Beach Parking Lot Improvement projects.

ATTACHMENTS

Professional Services Agreement with HMH Engineering for City Beach RV Park Redevelopment and Parking Lot Design

No: 26-
Date: May 6, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AGREEMENT WITH HMH ENGINEERING FOR THE CITY BEACH RV PARK REDEVELOPMENT AND PARKING LOT DESIGN PROJECTS (AGREEMENT A26-5200-17)

WHEREAS: The City of Sandpoint owns and operates City Beach Park, a heavily utilized waterfront facility serving residents and visitors;

WHEREAS: The City has secured a grant in the amount of $950,000 from the Idaho Department of Parks and Recreation RV Fund, with a required City match of $50,000, to support redevelopment of the City Beach RV Park;

WHEREAS: The City desires to modernize and improve the RV park and related infrastructure to enhance functionality, safety, and long-term sustainability;

WHEREAS: The City has negotiated a professional services agreement with HMH Engineering for design and engineering services associated with the City Beach RV Park Redevelopment Project and the City Beach Parking Lot and boat launch improvement project;

WHEREAS: The scope of services includes project management, concept development, survey and geotechnical investigation, community engagement, floodplain permitting, and full design of the RV campground through preparation of plans, specifications, and cost estimates;

WHEREAS: The agreement also includes development of a preferred concept and approximately thirty-five percent (35%) preliminary design for future improvements to the City Beach parking lot and boat launch area;

WHEREAS: Upon completion of the work, the City will have a fully bid-ready project for the RV park and a 35% design suitable for supporting future grant applications for the parking lot improvements;

WHEREAS: The contract is structured to support both immediate implementation of the RV park project, with anticipated construction beginning in late 2026 and completion in summer 2027, and long-term planning for additional site improvements;

WHEREAS: The total contract amount is $273,000 on a time-and-materials, not-to-exceed basis, with approximately $167,500 allocated to RV park design and $105,500 allocated to parking lot design;

WHEREAS: Approximately ninety-five percent (95%) of eligible RV park costs are reimbursable through the Idaho Department of Parks and Recreation RV Fund grant, with remaining costs funded through the City's Parks Capital Improvement Fund; and

WHEREAS: Approval of the agreement will initiate a coordinated, multi-phase effort to improve City Beach Park, addressing infrastructure needs including traffic circulation, parking efficiency, boat launch access, stormwater management, landscaping, lighting, and multimodal connectivity;

NOW, THEREFORE, BE IT RESOLVED THAT: The City Council hereby approves The Professional Services Agreement (A26-5200-17) with HMH Engineering in an amount not to exceed $273,000 for design and engineering services associated with the City Beach RV Park Redevelopment and City Beach Parking Lot Improvement projects.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized, on behalf of the City, to execute this agreement.

Jeremy Grimm, Mayor

ATTEST:

Meri Jane Bohn, City Clerk

A26-5200-17

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 07, 2026 ("Effective Date") between City of Sandpoint ("Owner") and HMH Engineering ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Design and Engineering Services for the City of Sandpoint RV Park Redevelopment and City Beach Parking Lot Redesign Project ("Project").

Engineer's services under this Agreement are generally identified as follows: professional design services for design to redevelop City of Sandpoint RV Park and City Beach Parking Lot redesign.

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

Owner and Engineer's services under this Agreement are generally identified as follows:
Professional design services for design to redevelop City of Sandpoint RV Park and City Beach Parking Lot redesign.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer 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 have the responsibilities set forth herein.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit B.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

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

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

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

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

A. Engineer shall complete its obligations no later than January 31, 2027. 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 Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis no later than the 15th of the month following the month services have been rendered. Invoices are due and payable within 30 days of receipt of a correct invoice.

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4.02 *Payments*

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

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

1. amounts due Engineer 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. Engineer 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 Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes*: If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit – NOT USED*

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

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ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance,*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

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

C. *Consultants:* Engineer may retain such Consultants as Engineer 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, Engineer 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. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

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

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

G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and NOT USED Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accorEngineerce with the Construction Contract Documents.

I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

J. Engineer 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.

K. Engineer's services do not include providing legal advice or representation.

L. Engineer'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.

M. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services – NOT USED*

6.03 *Use of Documents*

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

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

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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 Engineer 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.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth herein. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Engineer, and any other consultant retained to perform services under this Agreement, will maintain insurance coverage for 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: State of Idaho Statutory Limits

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.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

1. For cause,

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a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accorEngineerce with the terms hereof through no fault of the terminating party.

b. by Engineer:

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

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a 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 thereof; 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.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, 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. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accorEngineerce with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, 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

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Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

A. Engineer and the successors, executors, administrators, and legal representatives of are hereby bound to the Owner to this Agreement and to its successors, executors, administrators and legal representatives (and said assigns) in respect of all covenants, agreements, and obligations of this Agreement.

B. Engineer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the Owner, except to the extent that any assignment, subletting, or transfer is mandated ore restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Engineer 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 to any Constructor, 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 not for the benefit of any other party.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any

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other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification*

A. *Indemnification by Engineer:* Engineer shall indemnify and hold the Owner, 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 Engineer's neglect or wrongful acts or omissions in the performance of its duties under this Agreement. 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 Owner, 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 Owner specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

6.12 *Records Retention*

A. Engineer 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 Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *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.

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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 continue to be valid and binding upon Owner and Engineer, 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 Substantial Completion.

F. This is to certify that Engineer and its agents is not owned or operated by the government of China, nor will it be owned or operated by the government of China during the duration of any and all contracts entered into.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) 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 definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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

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

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

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

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

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

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or Engineergerous waste, substance, or material.

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

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

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

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

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

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14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

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

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

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

19. *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.

20. *Engineer*—The individual or entity named as such in this Agreement.

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

22. *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.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

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

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as

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delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

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

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

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

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

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

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

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

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner

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furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

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

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

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Scope of Services

B. Exhibit B, Fee Schedule

C. Exhibit G, Insurance.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above, as applicable) constitutes the entire agreement between Owner and Engineer 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. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

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8.04 *Engineer's Certifications*

A. Engineer 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 any thing 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: _____

Print name: Jeremy Grimm

Title: Mayor

Date Signed: _____

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

Designated Representative (Paragraph 8.03.A):

Title: Jason Welker

Phone Number: _____

E-Mail Address: jwelker@sandpointidaho.gov

Engineer: [HMH Engineering]

By: _____

Print name: Shawn Metts

Title: Principal Engineer

Date Signed: 04/30/26

Engineer License or Firm's Certificate No. (if required):

State of: P-12378

Address for Engineer's receipt of notices:

809 Foster Ave
Coeur d alene, ID 838314

Designated Representative (Paragraph 8.03.A):
Shawn Metts

Title: Principal Engineer

Phone Number: 208-635-5825

E-Mail Address: smetts@hmh-llc.com

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A26-5200-17

This is **EXHIBIT A**, consisting of [7] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 07, 2026].

Engineer's Services

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

Engineer shall provide Basic and Additional Services as set forth below. *Please note that all services provided for as it relates to the RV Park redevelopment will follow all rules related to the Idaho Department of Parks and Recreation Grant awarded to the City. The City Beach Parking Lot redesign is not associated with that grant. All billing is to be separated out based on which project services are being billed for.*

– PROJECT MANAGEMENT & COORDINATION

ENGINEER will provide comprehensive project management and coordination throughout the duration of this project. Dan Tadic, PE, will serve as Project Manager for the Engineer and the primary point of contact for the Owner. Engineer will oversee project administration, subconsultant coordination, budget tracking, scheduling, and overall communication to ensure the project remains on budget, on schedule and within scope.

Engineer will provide regular progress and budget updates, submit monthly billing statements, and lead both internal coordination meetings and external meetings with City staff as needed. Engineer will maintain availability, responsiveness, and clear communication to support a successful project outcome. All project documentation and coordination will be managed in a structured and transparent manner to support Owner oversight and informed decision-making.

Deliverables:

- Project Schedule and Budget Tracking
- Regular Progress Updates
- Meeting Agendas and Summaries

– CONCEPT ALTERNATIVES DEVELOPMENT, RV CAMPGROUND & CITY BEACH PARKING LOT

Following receipt of a written Notice to Proceed (NTP), the ENGINEER team will hold a kickoff meeting with Owner to ensure alignment on goals, assumptions, and desired project outcomes. Relevant Owner planning documents will be reviewed and discussed to identify relevant design features and guiding elements for both the RV Park and City Beach Parking Lot.

A Owner-led workshop (see Task 4) will be held with the Project Advisory Group early in the design process in the form of a design charrette. This collaborative workshop will serve as a forum to present known challenges, test ideas, and encourage innovative solutions to be developed into initial concept alternatives.

Based on input received, the ENGINEER team will prepare 2–3 alternative concept sketches for the project. Each concept will address circulation, access, and layout in relation to public, Owner's staff, and Advisory Group priorities. These concepts will be presented, critiqued, and refined in City-led workshop settings with the public, Project Advisory Group, and City Council. City Council will provide a review and select a preferred concept to carry forward into design.

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The ENGINEER team will research prefabricated restroom/shower building solutions and provide options for the Owner to select a size and configuration for use in site planning.

Deliverables:

- 2–3 Concept Alternative Plans.
- Restroom/Shower building prefabricated building options for Owner selection.

– RESEARCH, DATA COLLECTION, SURVEY

Concurrently with Task 2, the ENGINEER team will conduct preliminary research to identify public and private utilities and existing monumentation within the project limits prior to mobilizing for the topographic field survey. The team will complete a Utility Locate to allow purveyors to physically locate utilities that exist within the project limits. Related correspondence will be tracked on an excel spreadsheet.

The field survey will establish property boundaries, locate existing survey monumentation per Idaho Code 55-1613, and collect data on above- and below-ground utilities, asphalt and concrete surfaces, buildings and other structures, stormwater systems, trees, encroachments, and provide control points for construction.

It is assumed that the Owner will provide GIS data containing property limits, ownership information, and storm drain, water, and sewer infrastructure. The ENGINEER team will coordinate with Owner's staff regarding the locations of irrigation points of connection, controllers and mainline for incorporation into the basemap. This data, combined with survey results, will establish the project's existing conditions basemap.

Deliverables:

- Existing Conditions Map

– COMMUNITY ENGAGEMENT

The ENGINEER team, will support Owner with a robust and inclusive public engagement program. The purpose of this process is to ensure clear, consistent, and transparent communication with stakeholders, encourage broad participation, and provide multiple, structured opportunities for feedback throughout all phases of the project. ENGINEER will provide one or two team members at each public meeting to support the Owner with community engagement activities.

To enhance the Owner's digital presence, the ENGINEER team will provide digital files of work product generated as part of the concept development phase.

Public Meetings:

- Three (3) Project Advisory Group Meetings
- Three (3) Public Open House Meetings
- Two (2) City Council Meetings

Deliverables:

- Support for Owner led and hosted community engagement meetings.

– GEOTECHNICAL investigation

ENGINEER will complete a geotechnical investigation in support of project design. To optimize the project budget, the Owner will provide a backhoe and operator to conduct test pits, which will support the

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geotechnical design. Test pit locations will be carefully located to minimize disruption of existing asphalt, lawn, and other surface areas. In addition, a portable core drill will be used to advance a 6-inch diameter core barrel through the pavement. Hand tools will be used to extract the base course and the upper portion of the subgrade. A Utility Locate will be submitted to ensure safe operations.

Representative soil samples will be collected and tested in accordance with ASTM and Idaho standards to evaluate properties including moisture content (ASTM D-2216), particle-size distribution (ASTM D-6913), and Atterberg Limits (ASTM D-4318). Testing results, combined with traffic data, will inform recommendations for pavement sections and site development considerations.

Deliverables:

- Geotechnical Report

– floodplain evaluation / PERMITTING

The project area lies within the FEMA-designated Zone AE floodplain associated with Lake Pend Oreille, with a base flood elevation (BFE) of approximately 2074 feet. No regulatory floodway has been mapped in this area. Any proposed grading, paving, utility adjustments or floodproofing, or structural improvements within the floodplain will require coordination with the city to obtain a Floodplain Development Permit (FDP). The ENGINEER team will review the current FEMA Flood Insurance Rate Maps (FIRMs) and site topography to verify floodplain limits and prepare supporting documentation, as needed, to demonstrate compliance with local floodplain management regulations. Direct coordination with FEMA or a formal no-rise certification will not be required, however, the project team will provide technical documentation confirming that the proposed work will not adversely affect flood elevations or storage. A Letter of Map Revision-Fill (LOMR-F) is not included in this scope but can be added as a supplemental prior to a building permit, if fill activities raise future building sites above the BFE.

Deliverables:

- Floodplain Evaluation
- Floodplain Development Permit

– preferred concept & PRELIMINARY DESIGN (35%), RV CAMPGROUND

Following completion of Tasks 2 and 3, the ENGINEER team will advance the preferred concept for the RV campground to preliminary design, while deferring the City Beach parking lot and boat launch until a later date. The focus will be on long-term functionality, optimizing traffic circulation, safety, and turning movements, with particular attention to accommodating large vehicles and vulnerable users. Turning movement analyses will guide design of RV stalls, parking lot configurations, vehicle turnaround areas, and traffic control measures.

Conceptual planning and preliminary design for a new restroom and shower facility. The ENGINEER team will coordinate with the City to identify functional requirements, user capacity needs, accessibility considerations, and desired levels of services. The scope will include development of conceptual site layouts, floor plans, building configurations, and building character sufficient to support planning-level cost estimates. An evaluation of delivery options – Romtec, CXT, or stick built, will be provided.

The team will prepare 35% design plan sets for both the RV park lot, to be reviewed by City staff and the Project Advisory Group. Plans will include site layouts showing access drives, parking, RV spaces, restroom facilities, and other site features, along with preliminary utility, stormwater, power, and lighting plans.

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Typical access drive and parking pad sections will be developed based on the findings of Task 5. Plans will be prepared in 22x34 format, typically at 1"=20' scale.

A preliminary (35%) Engineer's Estimate will accompany the submittal to help define project scope and align with budget expectations for the next phase (95% design). Task 6 will conclude with a City staff page-turn review, offering staff the opportunity to review the concept design and provide input on the design direction.

Deliverables:

- Site plans
- Utility and stormwater plans
- Materials and planting plans
- Power and lighting plans
- RV parking pad concepts and configurations
- Typical access drive and RV parking pad section(s)
- Preferred concept layout of hardscape and landscape around the future restroom/shower building
- 35% Engineer's Estimate

– FINAL DESIGN, RV CAMPGROUND

After receiving feedback on the preliminary (35%) design, the ENGINEER team will refine the design and develop the final design documents. The final design will be guided by the preliminary cost estimate and budget, with the understanding that restroom and shower facility design will be deferred based on available funding constraints. Utility connections for the future building will be provided.

Plans will include fully detailed grading, civil, landscape, electrical, and stormwater designs for the RV Campground. Special Provisions will be prepared in outline form, supplementing the Idaho Standards for Public Works Construction (ISPWC) with project-specific requirements as needed. While the contractor will be responsible for developing final traffic control plans, the Special Provisions will establish requirements for access, staging, and any modifications to ISPWC standards. The Engineer's Estimate will be based on current bid tabs to ensure accuracy and competitiveness. Additive alternates may be included based on available budget and priorities discussed during the preliminary design review. Task 7 will conclude with an Owner page-turn review, offering staff the opportunity to review the final design followed by a City Council meeting requesting to advertise the project for bids. Owner's staff comments are anticipated to be minimal at this stage and will be incorporated into the final bid package.

Deliverables:

- RV Campground Final PS&E
- Stormwater Report

– BID PHASE SUPPORT, RV CAMPGROUND

The ENGINEER team will assist the Owner throughout the bidding process for the RV campground improvements. Our role will include responding to bidder inquiries regarding the design plans and special provisions, ensuring questions are addressed accurately and in accordance with procurement regulations. As needed, we will prepare formal Addenda to modify contract documents and develop written Questions and Answers that provide clarification without altering the contract requirements.

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ENGINEER will also participate in the Owner-led Pre-Bid Meeting to review project requirements with prospective contractors, answer questions, and ensure bidders have a clear understanding of project expectations.

Conformed contract documents will be prepared which incorporate any revisions to the contract documents that may have occurred during the bid phase, prior to contract award.

Deliverables:

- Addenda to contract documents (as required)
- Formal Questions and Answers (as required)
- Conformed contract documents (as required)

– preferred concept & PRELIMINARY DESIGN (35% DESIGN), city beach parking lot

Following completion of Task 8, the ENGINEER team will participate in a Owner-led public open house event to reintroduce the City Beach Parking Lot project to the community. This event will be scheduled following the extended delay since the initial concept design was presented, ensuring the public is reintroduced to the project. The open house will include information including updated timelines, address community questions, and gather input on any revisions associated with the RV campground. This ensures transparency and continued public engagement as the project moves forward.

Preliminary design will focus on long-term functionality, optimizing traffic circulation between various user groups, safety, and turning movements, with particular attention to accommodating boat trailers and vulnerable users. Turning movement analyses will guide design of parking lot and boat launch configurations, vehicle turnaround areas, and traffic control measures.

The team will prepare 35% design plan sets for the City Beach Parking Lot, to be reviewed by Owner's staff. Plans will include parking, traffic circulation, pedestrian and bike accommodation, planting plans and other site features, along with preliminary stormwater, power, and lighting plans. Typical access drive and parking lot sections will be developed based on the findings of Task 5. Plans will be prepared in 22x34 format, typically at 1"=20' scale.

A preliminary (35%) Engineer's Estimate will accompany the submittal to help define project scope and align with budget expectations for the next phase (95% design). Task 10 will conclude with a Owner page-turn review, offering staff the opportunity to review the concept design and provide input on the design direction. A public open house will be held at the culmination of Task 10 to allow public feedback on the preliminary design and allow for adjustments or modifications to be incorporated into the final design.

Deliverables:

- Site plans
- Stormwater plans
- Signage and striping plans
- Materials and planting plans
- Power and lighting plans
- Typical access drive and parking lot section(s)
- 35% Engineer's Estimate

ASSUMPTIONS

- All deliverables will be provided in electronic (pdf) format.

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- Specifications will be based on the Idaho Standards for Public Works Construction (ISPWC) 2025 Edition.
- Owner will provide all relevant record drawings, geotechnical information, irrigation system layout, and traffic counts as applicable.
- No architectural, structural or environmental engineering services are included in this proposal.
- No off-site improvements are anticipated.
- All Owner review comments will be provided no later than at the page turn review meeting associated with each design deliverable milestone.
- Owner will provide a backhoe and operator to complete test pits at no cost to ENGINEER.
- The project is located within a FEMA Zone AE floodplain with no mapped regulatory floodway, and analysis will be based on available Flood Insurance Rate Maps (FIRMs) and available topographic information.
- Preparation of a formal no-rise certification, hydraulic modeling, or detailed floodplain modeling will not be required and is not included in this scope.
- Direct coordination with Federal Emergency Management Agency (FEMA), including Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) processes, is not included.
- The LOMR-F (Letter of Map Revision-Fill) is not included and can be deferred to the time of a Building Permit application.
- The Owner will be responsible for permit application fees and will serve as the applicant of record unless otherwise agreed.
- No revised drawings will be issued with Addenda during the bid period. Conformed plans, incorporating any addenda issued during the bid period, will be issued prior to Contract Award.
- Printing and mailing of bid documents is not included.
- Construction phase services are not included.

PROJECT SCHEDULE

ENGINEER proposes the following project schedule based on our discussions with Owner. The milestones outlined in this scope are realistic and attainable, provided all parties collaborate closely throughout the design process. Timely feedback, decision making and coordination on the Owner's part will be critical to staying on schedule and achieving each target date.

Estimated Schedule	Date
Estimated Notice to Proceed	May 11, 2026
Owner/Engineer Kickoff Meeting	May 13, 2026
Initiate Site Topographic/Boundary Survey	
Initiate Geotechnical Investigation	
Project Advisory Group Kickoff Meeting (Owner led)	May 20, 2026
Complete Topographic Survey Basemap	June 5, 2026
Draft Conceptual Design Submittal	June 18, 2026
Project Advisory Group and Public Open House Meetings (City led)	June 24, 2026
Geotechnical Report Submittal	June 26, 2026
City Council Concept Design Review/Direction	July 1, 2026
RV Park 35% PS&E Submittal	August 6, 2026
RV Park City Staff Page Turn Review	August 12, 2026
RV Park 95% PS&E Submittal	October 1, 2026
RV Park Owner Page Turn Review	October 7, 2026
RV Park City Council Request to Bid	

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RV Park 100% PS&E Submittal	October 15, 2026
RV Park Issued for Bids	October 20, 2026
RV Park Bid Opening	November 19, 2026
RV Park Construction Contract Award	December 2, 2026
RV Park Construction Substantial Completion	June 30, 2027
City Beach Parking Lot Public Open House Meetings (Owner led)	October 28, 2026
City Beach Parking Lot 35% PS&E Submittal	December 10, 2026

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This is **EXHIBIT B**, consisting of [1] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Engineer's Compensation

Fee Schedule referred to in and part of the Agreement between Owner and Engineer for Professional Services.

Consultant will complete the Scope of Services described herein and provide the listed deliverables for a not to exceed amount of **$273,000.00** including all labor, overhead, profit, and reimbursable direct costs (expenses),

PROFESSIONAL FEES

ENGINEER proposes a time and materials not-to-exceed limit of $273,000 for the above-described tasks. The budget for Tasks 1-5 will be distributed across the two projects with 50% of the budget to both the RV Campground and Parking Lot. Tasks 6-9 will be distributed to the RV Campground. Task 10 will be distributed to the Parking Lot. Total budget for each project will be $167,500 for the RV Campground and $105,500 for the Parking Lot.

	BUDGET ALLOCATION	
TASK	RV	PARKING
Task 1 – Project Management & Coordination	$16,000	$16,000
Task 2 – Concept Alternatives Development, RV Campground and City Beach Parking Lot	$9,750	$9,750
Task 3 – Research, Data Collection, Survey	$15,000	$15,000
Task 4 – Community Engagement	$3,250	$3,250
Task 5 – Geotechnical Investigation	$5,000	$5,000
Task 6 – Floodplain Evaluation / Permitting	$3,500	-
Task 7 – Preferred Concept & Preliminary Design (35%), RV Campground	$55,000	-
Task 8 – Final Design, RV Campground	$52,000	-
Task 9 – Bid Phase Support, RV Campground	$8,000	-
Task 10 – Preferred Concept & Preliminary Design (35%), City Beach Parking Lot	-	$56,500
TOTAL PROFESSIONAL FEES	**$167,500**	**$105,500**

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This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated .

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. Insurance Requirements. Engineer will maintain, at its own expense, insurance at all times during the performance of the Services with insurers. All policies will be maintained while Engineer is working on the Project. Engineer will maintain at its own expense, the following insurance:

i. Workers' Compensation Insurance (to the extent required by applicable state law) in the statutory amount, including all states coverage, voluntary compensation endorsement and USL&H and Employer's Liability Insurance (collectively, Workers' Compensation Related Policies) with a minimum limit of $500,000 per accident, $500,000 for each employee for bodily injury by disease. Except when not available by state law, Engineer's Workers' Compensation Related Policies will waive subrogation against Owner.

ii. Commercial Automobile Liability Insurance ("Auto") including coverage for on-site and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than $1,000,000 combined single limits per accident. This policy will include Owner as additional insured on a primary basis. This policy will waive Engineer's rights of subrogation against Owner. The policy will contain a Severability of Interest clause.

iii. Commercial General Liability Insurance ("CGL") on an occurrence basis with limits of not less than $1,000,000 per occurrence, $2,000,000 General Aggregate and $2,000,000 Products/Completed Operations Aggregate. The General Aggregate will apply on a "per project" basis. The policy will be applicable to all premises and operations and will include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), XCU, independent contractors, blanket contractual liability, products and completed operations by Engineer or any of its employees, agents or subconsultants. This policy will include Owner as additional insured on a primary and non-contributory basis. The policy will contain a Severability of Interest clause. This policy will waive Engineer's rights of subrogation against Owner.

iv. Umbrella/Excess Liability Insurance ("Excess") – In the event Engineer performs any field or site work, an umbrella/excess liability policy with limits of not less than $1,000,000 per occurrence, $1,000,000 General Aggregate and $1,000,000 Products/Completed Operations Aggregate will apply. The General Aggregate will apply on a "per project" basis. This policy will be in excess of and follow the form of the CGL, Auto and Workers' Compensation Related Policies. This policy will include Owner as additional insured, and this coverage will apply on a primary and non-contributory basis and include a Severability of Interest clause. This policy will waive Engineer's rights of subrogation against Owner.

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v. Professional Liability Insurance ("PLI") covering professional negligence in the performance of its Services, with the PLI policy providing limits of not less than $1,000,000 per claim and in the aggregate. The PLI policy will be on a claims-made basis and continuously maintained in full force and effect for the term of this Agreement (or an Extended Reporting Period purchased). The retroactive date of the policy will be prior to the date the Services commence.

vi. Property Insurance covering loss or damage to all tools and equipment owned, leased or used by Engineer in the performance of its Services.

Signature: Shawn Metts

Email: smetts@hmh-llc.com

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E-500 2013

Final Audit Report 2026-04-30

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