

City of Emmett Council Meeting

February 08, 2022

The Emmett City Council held a regular meeting at 501 E. Main Street, Emmett, Idaho.
Mayor Petrie called the meeting to order at 7:00p.m.
Mayor Petrie led the **Pledge of Allegiance**
Johnathan Phillips offered the **Community Invocation**

Council Present: Council-President Steve Nebeker, Councilor Jody Harris, Councilor Gary Resinkin,
Councilor Denise Sorenson

Council Present via telephone: Councilor Tona Henderson, Councilor Thomas Butler

Counselor Present: Jake Sweeten

Staff Present: Brian Sullivan, Lyleen Jerome, Curt Christensen, Mike Knittel, Steve Kunka, Clint Seamons

Public Present: Harvey Stetzel, Joann Rohrbacher, Joe Rohrbacher, Martin Fry, Joe Morton, Dawn Ferdinand, Matt Down,
Don Newell, Roy Gasparotti, Marion Gasparotti

Public Present via telephone: None

Amendments to the Agenda: None

Declaration of Conflicts of Interest: Council President Nebeker declared he traveled past the area of the proposed Annex,
it was determined that this is not a conflict

Declaration of Council Members' Discussion Outside an Open Meeting: None

CONSENT AGENDA:

Approval of Minutes – January 25, 2022

Approval of Accounts Payable.

Approve Permits – None

Councilor Tona Henderson moved to approve **THE CONSENT AGENDA**. Seconded by **Council President Nebeker**.
The motion passed by **voice vote**.

ELECTED OFFICIALS:

Mayor – None

City Council – None

Announcements and Good of the Order - None

DISCUSSION/INFORMATION UPDATES: None.

PUBLIC HEARING CONTINUATION of Hearing from January 11, 2022

Hearing opened by Mayor Gordon Petrie at 7:05 p.m.

A. Annexation w/Zoning and Preliminary Plat for Proposed Payette River Estates Subdivision

Applicant: Landmark Pacific Investments, LLC

Property Location North of West 12th St. and West of Twin Buttes Subdivision

- 1. Annexation Application** – Brian Sullivan, Building Official-Zoning Administrator presented the application for the Annex. Blaine Womer, Engineer presented on the updated Traffic Analysis.
- 2. Public Comments from** Harvey Stetzel, Martin Fry, Joe Morton, Dawn Ferdinand, Roy Gasparotti and Marion Gasparotti. After hearing all comments from the public, Blaine Wormer, Engineer presented the rebuttal on public comments.
- 3. Close of Public Hearing** – Mayor Petrie closed the Public Hearing at 8:14 p.m.
- 4. Decision of Public Hearing** – **Council President Nebeker** moved to approve ANN21-004, Annexation of parcel #RP06N02W128850 containing 17.14 acres as described in legal description Exhibit A, with a zoning classification of R-1, single family residential and PP21-004, Preliminary Plat of Payette River Estates Subdivision, adopting Site-Specific Conditions of approval in Section 10, and enter the staff report into the record as part of the approval. Seconded by Councilor Resinkin
Motion passed by **voice vote** AYES –5, NOES-1.

NON-CONSENT AGENDA

BUSINESS:

A. Clint Seamons, Public Works Director requests approval of Traffic Safety Supply Quote. **Councilor Sorenson** moved to approve the **TRAFFIC SAFETY SUPPLY SALES QUOTE IN THE AMOUNT OF \$19,026.00 FOR TWO SOLAR RECTANGULAR RAPID FLASHING BEACON CROSSWALK SYSTEMS WITH FUNDING TO COME FROM GENERAL FUND LGIP SAVINGS**. Seconded by **Councilor Harris**. The motion passed by **voice vote**.

B. Steve Kunka, Police Chief requests approval of Surplus of Property. **Council-President Nebeker** moved to approve **SURPLUS OF SGT. BERTALOTTO'S BODY ARMOR TO THE CITY OF HEYBURN, IDAHO**. Seconded by **Councilor Resinkin**. The motion passed by **voice vote**.

DEPARTMENT/ ACTIVITY REPORTS

- Building Official/City Planner** – Reported
- Clerk** – Lyleen Jerome, City Clerk – Reported
- Fire** – Curt Christensen, Fire Chief– Reported
- Library** – Alyce Kelley, Director– Absent
- Police** - Steve Kunka, Police Chief– Reported
- Public Works** – Clint Seamons, Public Works Director– Reported
- Systems Administrator** – Mike Knittel, IT Systems Director– Reported
- Engineer** - None

City of Emmett Council Meeting

February 08, 2022

Councilor Tona Henderson MOVED TO ADJOURN, Seconded by Councilor Harris. The motion was passed by voice vote.

Meeting Adjourned 8:32 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

WATER CHARGE WAIVER QUALIFICATIONS

Name: BARBARA POE 208-850-4953

Address 206 S. Johns

Acct # 0308-00

Meets Qualifications for Waiver

(Y/N) yes Request for waiver received in a reasonable time Date: 6/15/21
(usually 10 business days after the leak has been identified)

yes Date Leak Identified 5/21/21 by CITY

yes Date Leak Repaired 5/28/21 by OWNER

yes Date Water Bill Sent 5/27/21

yes Water Usage exceeds average monthly usage

Average Usage 900 CF

Actual Usage 25,500 CF

Waiver Amount \$ 538.74

yes Leak was concealed behind a wall, underground or not noticeable
(Leaks in faucets, toilets, & above ground irrigation do not qualify for waiver)

yes Leak occurred on the customer side of the meter

NO Receipts for parts and labor or other proof leak was repaired - NO REPAIR 2/11/22

yes Leak Check completed by City 6/30/21 Remove Backflow
CAPPED OFF

Comments: Request NOT APPROVED - LEAK HAS NOT BEEN REPAIRED
CUSTOMER TURNED OFF SPRINKLER SYSTEM
UNTIL SHE CAN GET IT FIXED

APPROVED:

Clerk NOT APPROVED Jerome
6/30/21

Council _____

Date _____

Base Rates- Water = \$20.72 \$2.19 of
Sewer = \$31.54
Garb = \$11.81
Lights = \$ 1.25

UPDATE

2/11/22 - PROVIDED ADDITIONAL INVOICE DATED
5/28/21 FROM GOFFS PLUMBING -
WANTS A RE-CONSIDERATION OF WAIVER

CITY CLERK - NOT APPROVED
* LEAK NOT REPAIRED
* TIME FRAME FROM ORIGINAL CHARGE

**CITY OF EMMETT
WATER CHARGE WAIVER POLICY**

Adopted February 10, 2015 – Revised October 24, 2017

The purpose of this policy is to provide an opportunity for customers to request consideration for a financial adjustment to water use charges where a leak has been repaired in the water system on the customer's side of the water meter. **Water leaks on the customer side of the water meter are the responsibility of the customer. However, to provide assistance to customers and promote goodwill, the City will consider an adjustment to the water bill once the leak has been repaired.**

Any request for an adjustment must be in writing and received by the Clerk's office within a reasonable time (usually within ten (10) business days) after the leak has been identified and fixed **AND** the City has sent the customer the water bill identifying the high water usage. All requests must be presented at a Council meeting and require City Council approval.

A leak adjustment **MAY** be granted when **ALL** of the following conditions are present:

- Water consumption exceeds the customer's average monthly usage or twice the average monthly usage over the previous 12-month period.
- Leak was concealed behind a wall, underground, or in a location that is not noticeable.
- Leak occurred on the customer's side of the meter.
- Receipts for parts and labor or other proof confirming the leak was repaired.

However, **NO** adjustments will be granted where **ANY** of the following situations exist:

- Usage above the customer's average monthly consumption is due to seasonal usage such as watering of sod, gardening, filling swimming pools or whirlpools, washing vehicles, etc.
- Leak was caused by a third party from whom the customer is able to recover their costs. Examples include, but are not limited to, theft, vandalism, negligence and construction damage or other damages covered by an insurance claim.
- When leak continues for an unreasonable amount of time.
- When leak is due to faulty plumbing fixtures. Examples include, but are not limited to water leaks in faucets and toilets.
- Leak caused by faulty irrigation pipes/systems above ground.
- The meter at said property has been accessed, tampered with, or turned on/off by anyone other than a City employee or plumber and that action results in loss of water.
- When an amount is due on the utility bill within the normal payment period or when the meter has been shut off due to non-payment.

While a leak adjustment request is being processed, the customer is responsible for payment of the entire amount due on their utility bills within the normal payment period; or the customer should request to enter into an agreed-upon payment arrangement. If this does not occur, the customer is subject to all current and applicable collection activities and termination of service processes for delinquent accounts.

Transaction Description - ID Number				Usage
AP-Year	Date & Time	Fund - Service	Amount	Running Balance
3-2021	03/25/2021 04:38:31 PM	27 - RECEPTACLE	4.62	
3-2021	03/25/2021 04:38:23 PM	2 - STREET LIGHTS	1.25	
Total for Transaction:			110.05	110.05
RECEIPT (ACH) 495995				
4-2021	04/12/2021 08:18:16 AM	25 - WATER	-31.67	
4-2021	04/12/2021 08:18:16 AM	26 - SEWER	-60.70	
4-2021	04/12/2021 08:18:16 AM	27 - GARBAGE	-11.81	
4-2021	04/12/2021 08:18:16 AM	27 - RECEPTACLE	-4.62	
4-2021	04/12/2021 08:18:16 AM	2 - STREET LIGHTS	-1.25	
Total for Transaction:			-110.05	0.00
CHARGE				
4-2021	04/28/2021 04:10:32 PM	25 - WATER	117.08	4400
4-2021	04/28/2021 04:10:35 PM	26 - SEWER	54.22	700
4-2021	04/28/2021 04:10:41 PM	27 - GARBAGE	11.81	
4-2021	04/28/2021 04:10:45 PM	27 - RECEPTACLE	4.62	
4-2021	04/28/2021 04:10:37 PM	2 - STREET LIGHTS	1.25	
Total for Transaction:			188.98	188.98
RECEIPT (ACH) 498557				
5-2021	05/10/2021 08:48:43 AM	25 - WATER	-117.08	
5-2021	05/10/2021 08:48:43 AM	26 - SEWER	-54.22	
5-2021	05/10/2021 08:48:43 AM	27 - GARBAGE	-11.81	
5-2021	05/10/2021 08:48:43 AM	27 - RECEPTACLE	-4.62	
5-2021	05/10/2021 08:48:43 AM	2 - STREET LIGHTS	-1.25	
Total for Transaction:			-188.98	0.00
CHARGE				
5-2021	05/27/2021 11:05:21 AM	25 - WATER	579.17	25500
5-2021	05/27/2021 11:05:24 AM	26 - SEWER	54.22	700
5-2021	05/27/2021 11:05:30 AM	27 - GARBAGE	11.81	
5-2021	05/27/2021 11:05:35 AM	27 - RECEPTACLE	4.62	
5-2021	05/27/2021 11:05:27 AM	2 - STREET LIGHTS	1.25	
Total for Transaction:			651.07	651.07
RECEIPT (ACH) 501917				
6-2021	06/10/2021 09:54:59 AM	25 - WATER	-579.17	
6-2021	06/10/2021 09:54:59 AM	26 - SEWER	-54.22	

Transaction Description - ID Number			Usage		
AP-Year	Date & Time	Fund - Service	Amount	Running Balance	
6-2021	06/10/2021 09:54:59 AM	27 - GARBAGE	-11.81		
6-2021	06/10/2021 09:54:59 AM	27 - RECEPTACLE	-4.62		
6-2021	06/10/2021 09:54:59 AM	2 - STREET LIGHTS	-1.25		
Total for Transaction:			-651.07		0.00
Subtotal for Account 0308-00 : Portion Past Due:				Total Balance:	0.00

$\$ 2.19$
 12 MONTH AVERAGE 900 CF 19.71
 USED 25,500 558.45

 Overage - $\$ 24,600 = \underline{\underline{\$ 538.74}}$

City of Emmett,

I am writing this letter in hopes that you might consider adjusting my water bill. I got a plumber out here as soon as I could after being notified of the leak. It was found to be a pipe to my auto sprinklers that had the problem so the water to the sprinklers was shut off and the leak stopped. We have ~~not~~ not used the sprinklers in the three years we have lived here and will have it capped off this fall sometime. I am on a fixed income and this bill has caused financial strain since it has already come out of my bank due to an automatic payment. So I hope you will consider adjusting my bill for billing date of 5/28/21. Thank you so much for considering this request.

Barbara Poe #0308-00

206 S. John's Ave

Emmett, ID 83617

Handwritten notes on lined paper, including a large heading at the top and several paragraphs of text. The text is mostly illegible due to fading and bleed-through.

Handwritten notes at the bottom of the page, including a heading and a few lines of text.

P.O. Number	Terms	Ship
	Due on receipt	5/28/2021

Quantity	Item Code	Description	U/M	Price Each	Amount
1.5	Service Call	Service call to investigate high water usage we shut off water to backflow at sprinkler system and meter shut down so we determined sprinkler system has a leak we then replaced wax ring and expansion flange on toilet and set toilet		95.00	142.50
1	(Toilet)WaterCl...	expanding toilet flange	ea	20.00	20.00T
1	No Seep Seal	No Seep Seal w/ bolts		5.90	5.90

Goff's Plumbing

It has been a pleasure working with you! If you have any questions please call (208)365-4257	Sales Tax (6.0%)	\$1.20
Invoices are due Net 30 days from invoice date, unless otherwise noted above. Customer agrees to 1.5% intrest and resonable collection fees for past due amounts.	Total	\$169.60

GOFF'S PLUMBING, INC.

1235 Allen Lane
Emmett, ID 83617

Statement

Date
6/2/2021

To:
Barbara Poe 206 S. Johns ave Emmett, ID 83617

		Amount Due	Amount Enc.		
		\$169.60			
Date	Transaction	Amount	Balance		
12/31/2020	Balance forward		0.00		
05/28/2021	INV #53714. Due 05/28/2021.	169.60	169.60		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	169.60	0.00	0.00	0.00	\$169.60

GOFF'S PLUMBING, INC.

1235 Allen Lane
Emmett, ID 83617

208-365-4257
Fax: 208-365-1258

Invoice

Date	Invoice #
7/29/2021	54665

Bill To
Barbara Poe 206 S. Johns ave Emmett, ID 83617

Ship To

P.O. Number	Terms	Ship
	Due on receipt	7/29/2021

Quantity	Item Code	Description	U/M	Price Each	Amount
1	Materials	1" Galvanized Coupling	ea	3.99	3.99
1	Materials	1" Galvanized Plug	ca	2.41	2.41
1	Labor	Labor to Remove backflow and cap off.		95.00	95.00

It has been a pleasure working with you! If you have any questions please call (208)365-4257 Invoices are due Net 30 days from invoice date, unless otherwise noted above. Customer agrees to 1.5% interest and reasonable collection fees for past due amounts.	Sales Tax (6.0%)	\$0.00
	Total	\$101.40



EMMETT PUBLIC WORKS DEPARTMENT
601 East 3rd Street - Emmett, Idaho 83617
Clint Seamons, Public Works Director

Wednesday, February 9, 2022

Mayor, City Council:

I am requesting a **MOTION to approve Riverside Inc invoice in the amount of \$20,278.00 for an impeller for water treatment plant main pump.**

Attached is the invoice for your review.

Thank you,

Clint Seamons, Public Works Director



PO Box 720 Parma, Idaho 83660
 Office 208.722.6731 Fax 208.722.6736
 Email riverside@rsicorp.net

Invoice

Customer Number CITY EMMETT	Invoice Number PRI5531		
Contact	Order Date 11/22/2021	Shipped Date 2/4/2022	Invoice Date 2/4/2022

Bill To

CITY EMMETT PUBLIC WORKS
 501 EAST MAIN
 EMMETT, ID 83617
 (208) 365-9569 x

Ship To

CITY EMMETT PUBLIC WORKS
 501 EAST MAIN
 EMMETT, ID 83617
 (208) 365-9569 x

Ship Via Bestway	Terms NET 30	Salesperson House Employee	Customer PO	Original Order # 3-12343
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Product ID	Qty	Ship	Description	Sales Price	Total
Shop Supplies	1	1	IMPELLER SST 13.50" DIA	20,278.00	20,278.00

Subtotal:	20,278.00
Freight:	0.00
Other:	0.00
0.0000 % Sales Tax 1:	0.00
0.0000 % Sales Tax 2:	0.00
Total:	20,278.00

Thank You!

Our Tax ID: 82-0457462 Your Tax ID:
 Taxable Material: 20,278.00 Taxable Labor: 0.00 Sales Tax Code 1: No Sales Tax



EMMETT PUBLIC WORKS DEPARTMENT
601 East 3rd Street - Emmett, Idaho 83617
Clint Seamons, Public Works Director

Friday, February 11, 2022

Mayor, City Council:

I am requesting a **MOTION to approve Idaho Community Forestry Program Community Forestry Advisor Agreement between Gerry Bates, South Idaho Community Forestry Assistant and the City of Emmett with Mayor to sign.**

Attached is the proposed agreement for your review.

Thank you,

Clint Seamons, Public Works Director

**IDAHO COMMUNITY FORESTRY PROGRAM
COMMUNITY FORESTRY ADVISOR AGREEMENT**

THIS AGREEMENT is made on

January 18, 2022

BETWEEN

1. **The City of Emmett, Idaho;** ("City") and
2. **Gerry Bates, South Idaho Community Forestry Assistant** ("Contractor")

Collectively referred to as the "Parties".

The City wishes to be provided with the Services (defined below) by the Contractor and the Contractor agrees to provide the Services to the City based on the terms and conditions of this Agreement.

1. Key Terms

1.1 Services

The Contractor shall provide assistance for the following Services to the City in accordance with the terms and conditions of this Agreement:

- a. Employee education for pruning of mature and young trees
- b. Tree insect and disease identification and suggest appropriate control measures
- c. Assistance with completion of a public tree inventory
- d. Establishment of a long-term Community Forestry master plan
- e. Prioritization of management needs within the master plan
- f. Support and training for the City Tree Advisory Committee
- g. Tree Ordinance review and recommendations for enhancement
- h. Identification of high risk trees are subject to disclaimer listed in limitation of liability section (section 2.2)

In accordance with Contractor's status as an independent contractor and not as an employee, the City shall not have the right to control the means or methods by which Contractor performs the Services. However, the City shall have the right to control or direct Contractor as to the result to be accomplished with respect to such Services.

1.2 Delivery of the Services

- a. **Start date:** The Contractor shall commence the provision of the Services on January 1, 2022
- b. **Completion date:** The Contractor shall complete/cease to provide the Services on December 31, 2022 ("Completion Date").
- c. **Annual agreement:** This agreement can be renewed annually, upon agreement of the parties and based on continued funding from the Idaho Department of Lands for the Idaho Community Forestry Program.

- d. **Limitation of services provided:** Because of time and travel restrictions, services will be provided in the timeliest manner possible as agreed upon by the Contractor and the City. It is recognized that much of the work needs to be accomplished in the City; however, much of the administrative work will be done at the Contractor's office.
- e. **Estimate of Time Required:** The Contractor can't be certain of the time required to complete the services requested by the City. The time required will depend upon the skill and knowledge of City employees, the activities requested by the City, the level of participation by the City and other variables. The Contractor will visit the City, with advance notification, at least 6 times a year, to work on the Services listed in Section 1.1.

1.3 Cost of Services

- a. Contractor, Gerry Bates (Forty Solutions), will not charge City for the outreach services identified in this agreement, including time, travel, lodging, meals or office expenses. Services will be provided at NO COST to the city.
- b. The City will be responsible to provide for any tools, employee travel, copies, legal fees, etc that the city deems necessary for the enhancement of their Community Forestry program.

2. Limitation of liability

- 2.1 The Contractor will carry his own Workman's Compensation Insurance and Liability insurance as a part of his contract with the Idaho Department of Lands.
- 2.2 Due diligence requires that tree owners undertake tree risk assessments in order to identify extreme and high risk trees and mitigate those risks as a means of ensuring public safety. Nothing is without risk. Trees are living organisms and their conditions change over time. The risk a tree poses may develop rapidly during adverse conditions. Risk assessment does not ensure perfection but should ensure that all reasonable efforts have been made to identify extreme risk and potentially high risk trees present **at the time of assessment**. It is not possible to completely eliminate all risks associated with trees. The City and Contractor's goal is to identify situations where the likelihood of a risk associated with a tree, and the severity of the associated consequences are extreme or high as defined in the Best Management Practices for ANSI A300—Tree Care Standards part 9. The contractor will complete one Limited Visual (level one) tree risk assessment for public trees, and prescribe prioritized mitigation actions to reduce those risks to reasonable levels. The Contractor assumes no liability, express or implied, for recommendations on risk assessment. The decision of how much risk is tolerable or to implement any higher-level (more detailed) assessments that may be warranted remains with the City.

2.3 Term and Termination

- a. This Agreement shall be effective on the start date identified herein and shall continue, unless terminated sooner in accordance with Clause 2.3(b), until the Completion Date.
- b. Either Party may terminate this Agreement upon notice in writing if:
 - i. The other is in breach of any obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
 - ii. A voluntary arrangement is consensually agreed upon due to unforeseen circumstances.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

CITY OF EMMETT

Gordon Petrie, Mayor

Attest by Lyleen Jerome, Deputy City Clerk

Approved By City Council On: _____

→
↓

SIGNED by)
for and on behalf of) *Gerry Bates*
[Gerry Bates, Contractor])

Note: The Idaho Community Forestry Program is a program of the Idaho Department of Lands, supported by the USDA Forest Service.



EMMETT PUBLIC WORKS DEPARTMENT
601 East 3rd Street - Emmett, Idaho 83617
Clint Seamons, Public Works Director

Tuesday, February 15, 2022

Mayor, City Council:

I am requesting a **MOTION to approve Notice of Award to USEMCO INC for HAWTHORNE LIFT STATION UPGRADES in the amount of \$184,985.00 with Mayor to sign.**

Attached is the notice of award for your review.

Thank you,

Clint Seamons, Public Works Director

NOTICE OF AWARD

Date of Issuance:

Owner: City of Emmett Owner's Contract No.:
Engineer: Keller Associates, Inc. Engineer's Project No.: 210022-054
Project: Hawthorne Lift Station Contract Name: Same as project.
 Upgrades
Bidder: USEMCO, Inc.
Bidder's Address: 1602 Rezin Rd, Tomah, WI 54660

TO BIDDER:

You are notified that Owner has accepted your Bid dated **January 10, 2022** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Sanitary Hawthorn sewer lift station improvements.

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ **184,985.00.**

[2] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [2] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer



EMMETT PUBLIC WORKS DEPARTMENT
601 East 3rd Street - Emmett, Idaho 83617
Clint Seamons, Public Works Director

Monday, February 14, 2022

Mayor, City Council:

I am requesting a **MOTION to approve the agreement between the city of Emmett and USEMCO, INC. for Hawthorne Lift Station Upgrades with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director



PROPOSAL NUMBER: Q2101671 - Revised
BID DATE:

PROJECT: Emmett, ID Hawthorne LS

ENGINEER: Keller & Associates

SALES REPRESENTATIVE:
Ambiente H2O
1500 W. Hampden Ave. Suite 5D
Sheridan, OH 80110
ATTN: Steven Hansen
303-638-1608

One – USEMCO submersible “Traffic Rated” pumping station factory assembled in a steel pump chamber with integral valve box and include the following:

- UL QCZJ packaged pumping systems certification
- 8’ Diameter 13’ High
- 9’ Diameter Valve box w/back wall, traffic rated hatches & ladder
- Mounting of customer supplied Vaughan base elbows & upper guide rail brackets
- 6” Internal piping & valves
- Ball check valves
- 6” Emergency pump connection
- Discharge pressure gauge
- A.R.I. # D-025 air release valve
- 8” Mechanical joint wall sleeve inlet
- 2” #304 stainless steel guide rails
- Float bracket & J hooks
- (3) 4” Vent pipe couplings, vents to be piped away from station
- Sump pump & piping
- Cathodic protection panel
- Drywell fan
- Heater
- Dehumidifier
- Lights
- Internal conduit & wiring in valve vault – PVC rigid
- Metal coating as follows: 4-6 mils primer on all surfaces, 4-6 mils epoxy to top & exterior above grade, 12-15 mils coal tar epoxy to interior & exterior below grade

Duplex NEMA 1 #304 stainless steel wall mount control panel for operation on a 480 Volt 3 Phase 3 Wire service. Panel to control (2) 3 HP motors and include:

- 100 AMP Main breaker
- 100 AMP Emergency breaker w/interlock
- (2) Pump breakers
- (2) NEMA size 0 starters, 3 HP
- Lightning arrestor
- Phase Monitor
- 5 KVA transformer w/primary & secondary protection
- Six Circuit load center
- UL 698A label
- Duplex GFI Outlet
- Station low temperature alarm transmitter
- Intrinsically safe transducer & back-up Float circuit

- USEMCO "SENTRY" touch screen controller (AB Micrologix 1400)
- (2) Overtemp relays
- (2) Seal fail relays – Vaughan supplied by owner
- (2) Hand-off-autos
- (2) Run Lights
- Dry contacts
- Ship Loose Items or Spares as follows:
 - ❖ Submersible transducer
 - ❖ (3) Floats
 - ❖ Touch up kit
 - ❖ (4) #17 lb Magnesium anodes

NOTES: 1. Estimated weight: 22,000 lbs

Due to the constantly changing market conditions caused by COVID 19 and current market supply shortage conditions, quoted pricing is only valid for 30 days from quoted bid date. Also estimated station completion lead times cannot be guaranteed.

Price: \$ 184,985.00 F.O.B. factory. This price does not include any taxes which may apply. Any applicable taxes are the sole responsibility of the buyer. Freight charges allowed to the job site or rail siding of USEMCO's selection. Unloading and special transportation expenses related to job site conditions are not included.

Prices quoted and contained herein are firm provided quotation is accepted within 30 days from date of bid and if approved submittals are received within 60 days after mailed from USEMCO for approval.

Two (2) Operational and Maintenance manuals will be supplied at time of start up. Additional copies may be purchased for \$50.00 each.

Terms: Net thirty (30) days from the date of invoice, or at start up, whichever occurs first, if credit is approved, otherwise due in full upon delivery. These terms are independent of and are not contingent upon the manner in which the purchaser may receive payment from others. The sale of the equipment described above is made solely and expressly subject to the terms and conditions on the face and reverse side hereof.

Shipment is estimated 20 weeks after receipt in USEMCO's office of complete approved submittal data. One day of factory trained service representative time for startup purposes is included in price. If additional days are required, USEMCO will furnish a factory trained service representative for \$1,000.00 per day, plus travel time and expenses.

This proposal is subject to change until Buyer's offer is accepted by USEMCO. Our sales representative does not have authority to accept this offer.

Buyer offers to purchase the equipment this ____ day of _____, 20__.

Buyer: _____

Address: _____

By: _____

Offer accepted this ____ day of _____, 20__.

USEMCO, Incorporated

PO Box 550 Tomah, Wisconsin 54660

Phone: 608-372-5911

By: _____

Bill Draeger

AGREEMENT

THIS AGREEMENT is by and between The City of Emmett ("Buyer")
and USEMCO, Inc ("Seller").

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 Seller (Vendor) shall complete the Goods and Services as specified or indicated in the Buyer's Contract Document and Specifications titled, "City of Emmett Hawthorne Lift Station Pre-Purchase".
- 2.02 The Project, of which the Goods and Services may be the whole or only a part, is described as performing or providing all labor, services, engineering, manufacturing, testing, and documentation necessary for Installation Contractor or Owner to install and successfully start-up the packaged lift station and generator.
- 2.03 The Goods and Services are generally described as follows:
- A. Packaged Sewer Lift Station: Sanitary sewer lift station for lifting residential wastewater from southern Emmett.
 - B. Submittals: The packaged lift station equipment Vendor(s) will provide design of the Goods, submittal of the shop drawings and samples, general arrangement drawings of equipment, and a control strategy description; will participate in meetings and assist Engineer during the design; and will make changes to equipment system, as required, to coordinate the design with the Engineer during the submittal review process.
 - C. Start-up and Training: Provide complete start-up services. Detailed operation and maintenance manuals and training of the Owner's staff shall also be provided.

ARTICLE 3 – ENGINEER

- 3.01 The Contract Documents for the Goods and Special Services have been prepared by Keller Associates, Inc. 131 SW 5th Avenue, Meridian, ID 83642 ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

- 4.01 The Point of Destination is designated as: ***S Hawthorne Ave north of E 7th street intersection.***

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

- A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

5.02 *Milestones*

- A. Days for Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval within 30 days after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions. It is the intent of the parties that (1) Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days of Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.
- B. *Days to Achieve Delivery of Goods:* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery on or before September 1, 2022. If delivery is anticipated after September 1, 2022 the Vender shall notify the city prior to August 1, 2021 and negotiation for a different delivery time shall be made.
- C. Days for Furnishing Startup and Training Services: The start-up services, detailed installation and operation and maintenance manuals, testing services, and operator training shall be coordinated with the Installation Contractor and/or Owner and provided at the Installation Contractor's or Owner's request within their contract time after the procurement contract has been assigned.
- D. Days to Achieve Final Inspection: Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions within 60 days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Start-Up and Training Services. The final inspection shall be requested by the Installation Contractor and/or Owner.

5.03 *Liquidated Damages*

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500 for each day that expires after the time specified in Paragraph 5.02.B for delivery of acceptable Goods. Other services provided by the Seller, such as start-up and training, shall be performed per requirements specified

in Article 2 herein, but will not be subject to any liquidated damages. Liquidated damages shall be capped at 20% of the contract price.

ARTICLE 6 – CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:

- A. The prices stated in Seller's Bid, attached hereto as an exhibit.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions and Section 01 29 76 – Schedule of Payments. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 8 – INTEREST

8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
- B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress and the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents

regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.

- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Notice Inviting Bids;
 - 2. Instructions to Bidders;
 - 3. Bid Form, including required bid security;
 - 4. This Agreement (pages __ to __, inclusive);
 - 5. Performance Bond (pages __ to __, inclusive);
 - 6. Payment Bond (pages ____ to ____, inclusive);
 - 7. Other bonds
 - a. _____ (pages __ to ____, inclusive);
 - b. _____ (pages __ to __, inclusive);
 - c. _____ (pages __ to __, inclusive);
 - 8. General Conditions (pages __ to __, inclusive);
 - 9. Supplementary Conditions (pages __ to __, inclusive);
 - 10. Specifications as listed in table of contents of the Project Manual;
 - 11. Drawings, consisting of a cover sheet and sheets numbered _____ through _____, inclusive, with each sheet bearing the following general title:
 - 12. Addenda (Numbers __ to __, inclusive);
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 to Agreement between Buyer and Seller dated _____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.
 - b. Exhibit A-2 to Agreement between Buyer and Seller dated _____, Agreement to Assignment by Seller's Surety.
 - c. Seller's Bid, solely as to the prices set forth therein (pages __ to __, inclusive);
 - d. Documentation submitted by Seller prior to Notice of Award (pages __ to __, inclusive);
 - e. _____ ;

14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Order(s);
 - c. Work Change Directive(s).
- B. The documents listed in Paragraph 10.01.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 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 *Assignment of Contract*

- A. Buyer has the right to assign this Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient ability to satisfy all of Buyer's obligations under this Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
 1. The Contract will be executed in the name of Buyer initially and will be assigned to a construction contractor designated by Buyer, if desired. Such construction contractor's responsibilities will include the installation of the Goods. The assignment will occur on the effective date of the agreement between Buyer and the construction contractor, which is expected to occur in Winter/Spring 2020/2021. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated construction contractor.
 2. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under this Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the assignee.
 3. After assignment:
 - a. All performance warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee. However, if assignor and assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim.

- b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.
 - 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness clarifications or interpretations of the Contract Documents pursuant to the terms of Paragraph 9.02.A of the General Conditions.
- B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Seller's Certifications*

- A. Seller 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 11.05:
 - 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 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 Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer 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 Buyer, 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.

11.06 *Limitations*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.
- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

11.07 *Other Provisions*

- A. Prior to the Buyer's execution of this Procurement Agreement, Seller shall secure, and shall thereafter maintain until completion of the Contract, such public liability and property damage insurance as shall protect Seller from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Seller, any Sub-vendor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.
- B. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of Idaho and shall cover comprehensive general and automobile liability for both bodily injury (including death) and property damage, including, but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the limits as specified in the Supplementary General Conditions.

USEMCO's only concern about delivery is with parts not arriving due to supply chain volatility.

Liquidated damages will only apply if we do not notify the town by August 1st, 2022, of any delays.

We require the base elbows; seal fail relays and guide rail brackets be at our facility by 5/15/22 to keep to the schedule. These items have been purchased from the pump supplier by the town not USEMCO. It will be the towns responsibility to get these items to us by that date.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Buyer: _____ Seller: USEMCO, INC

By: _____ By: No corporate Seal
[Corporate Seal] [Corporate Seal]

Attest: _____ Attest: _____

Address for giving notice: _____

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Agent for servi

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

Designated Representative:
Name: William Ruhling
Title: Sales & Marketing Manager
Address: P.O. Box 550, Tomah, WI 54660
Phone: 608.372.5911
Facsimile: 608.372.5916

CITY OF EMMETT HAWTHORN LIFT STATION UPGRADES

NOVEMBER - 2020

GENERAL SHEETS
G-001 - TITLE SHEET
G-002 - GENERAL NOTES
G-003 - SYMBOLS & LINE LEGEND
CIVIL SHEETS
C-001 - UTILITY AND ELECTRICAL PLAN
C-402 - PROFILE SHEET
G-001 - DETAILS

BENCH MARKS

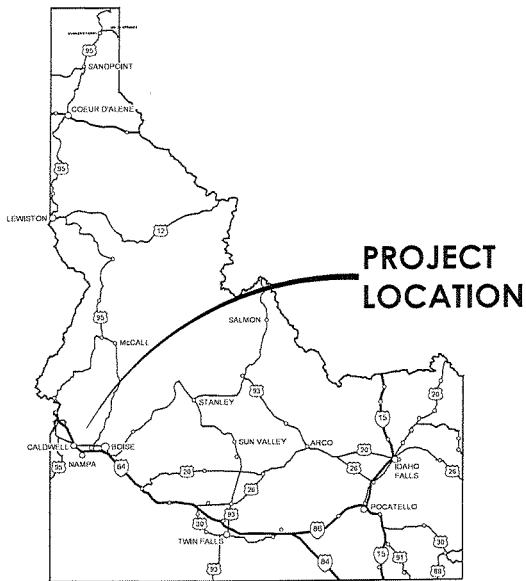
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OWNER
CITY OF EMMETT
HAWTHORN LIFT STATION
501 E MAIN ST
EMMETT, ID 83617
CONTACT: CLINT SEAMONS
Phone: 208-365-0569
Email: cseamons@cityofemmett.org

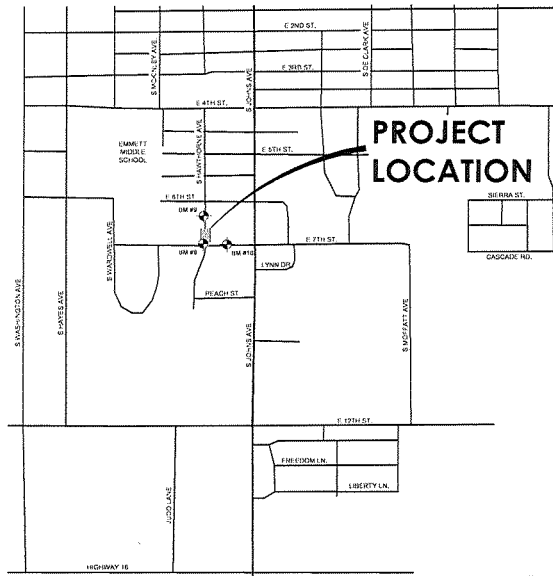
CIVIL ENGINEER
KELLER ASSOCIATES, INC.
131 SW 5TH AVE, SUITE A
MERIDIAN, IDAHO 83642
PHONE: 208-288-1992
EMAIL: rrmorgan@kellerassociates.com



Know what's below.
Call before you dig.
800.485.1100



A1 LOCATION MAP
N.T.S.



A3 VICINITY MAP
N.T.S.

KELLER ASSOCIATES
111 EMMA AVE. SUITE 100
MERIDIAN, IDAHO 83642
PHONE: 208-288-1992

11621
PROFESSIONAL ENGINEER
STATE OF IDAHO

CLINT SEAMONS
CIVIL ENGINEER
NO. 11621
EXPIRES 12/31/2024
www.kellerassociates.com

HAWTHORN LIFT STATION
TITLE SHEET

OWNER: CITY OF EMMETT
VERIFY SCALE: Scale based on 22"x34" prints.
PROJECT NO: 210022-054
SHEET NO: G-001

GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS, THE EMMETT PUBLIC WORKS STANDARDS AND DETAILS, AND THE 2017 ISPPWC EDITION WHERE DISCREPANCIES ARISE BETWEEN THE CITY OF EMMETT PUBLIC WORKS STANDARDS AND DETAILS AND THE ISPPWC, THE MOST RESTRICTIVE REQUIREMENT AS INTERPRETED BY THE OWNER SHALL APPLY.
2. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
3. ALL MATERIAL FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN. WHICHEVER IS MORE RESTRICTIVE. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THE REQUIREMENTS AT THE REQUEST OF THE APPROVING AGENCY AND THE DESIGN ENGINEER.
4. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ANY AND ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
5. WORK SUBJECT TO APPROVAL BY ANY POLITICAL SUBDIVISION OR AGENCY MUST BE APPROVED PRIOR TO (A) BACKFILLING TRENCHES FOR PIPE, (B) PLACING OF AGGREGATE BASE, (C) PLACING OF CONCRETE, (D) PLACING OF ASPHALT PAVING. WORK DONE WITHOUT SUCH APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
6. THE CONTRACTOR SHALL KEEP ON SITE AT ALL TIMES A COPY OF THE APPROVED CONSTRUCTION PLANS ON WHICH IS RECORDED THE ACTUAL LOCATIONS OF THE CONSTRUCTED PIPELINE AND ANY OTHER UTILITIES ENCOUNTERED. THE CONTRACTOR SHALL PROVIDE THESE LOCATIONS TO THE DESIGN ENGINEER FOR USE IN THE PRODUCTION OF RECORD DRAWINGS PRIOR TO FINAL APPROVAL OF THE PIPELINE INSTALLATION.
7. PROTECT ALL EXISTING FACILITIES AND UTILITIES UNLESS NOTED TO REMOVE ON DRAWINGS.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL CONSTRUCTION SIGNING FOR SAFETY AND CONTROL.
9. CONTRACTOR SHALL BE REQUIRED TO REPAIR ANY WATER OR SEWER SERVICES OR LINES DAMAGED OR BROKEN DURING CONSTRUCTION.
10. CONTRACTOR TO CONTACT THE KODIAK REGIONAL OFFICE TO DETERMINE WHETHER THIS PROJECT WILL REQUIRE AN IDAHO POLLUTION DISCHARGE ELIMINATE SYSTEM PERMIT.
11. EQUIPMENT FOR CONFINED SPACE ENTRY WILL BE PROVIDED BY OWNER.

SURVEY MONUMENTS

1. REFERENCE ALL PUBLIC AND PRIVATE LAND SURVEY MONUMENTS THAT WILL BE DISTURBED BY CONSTRUCTION ACTIVITIES PRIOR TO DETURBING. REESTABLISH SUCH MONUMENTS AS PART OF THE SURVEY WORK FOR THIS PROJECT BEFORE PROJECT COMPLETION. SECTION CORNER AND QUARTER CORNER MONUMENTS RESET AFTER CONSTRUCTION SHALL INCLUDE CORNER PERPETUATIONS AND FILING WITH THE COUNTY. SIXTEENTH CORNERS THAT ARE DISTURBED AND RESET AND HAVE EXISTING CORNER PERPETUATION FILED WITH THE COUNTY SHALL HAVE NEW PERPETUATION RECORDS FILED AFTER THE CORNER HAS BEEN RESET. PERFORM ALL MONUMENT WORK IN ACCORDANCE WITH TITLE 55, CHAPTER 16 OF THE IDAHO STATE CODE. PERFORM ALL CORNER REESTABLISHMENT AND CORNER PERPETUATION FILING WORK IN ACCORDANCE WITH STANDARD SURVEYING PRACTICES UNDER THE RESPONSIBLE CHARGE OF A PROFESSIONAL LAND SURVEYOR DULY AND PROPER REGISTERED IN THE STATE OF IDAHO.

P:\210022\210022-054\DWG\210022-054.dwg DATE PLOTTED: 2/23/21 12:34 PM PLOTTER: HP DesignJet T1300 MFP



KELLER ASSOCIATES
3100 N. CENTRAL AVENUE, SUITE 100
BOISE, IDAHO 83721
(208) 333-1191



STATE OF IDAHO
PROFESSIONAL ENGINEER
No. 11624
EXPIRES 12/31/2021
CIVIL ENGINEER

NO.	REVISION	DATE






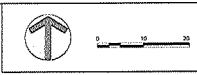
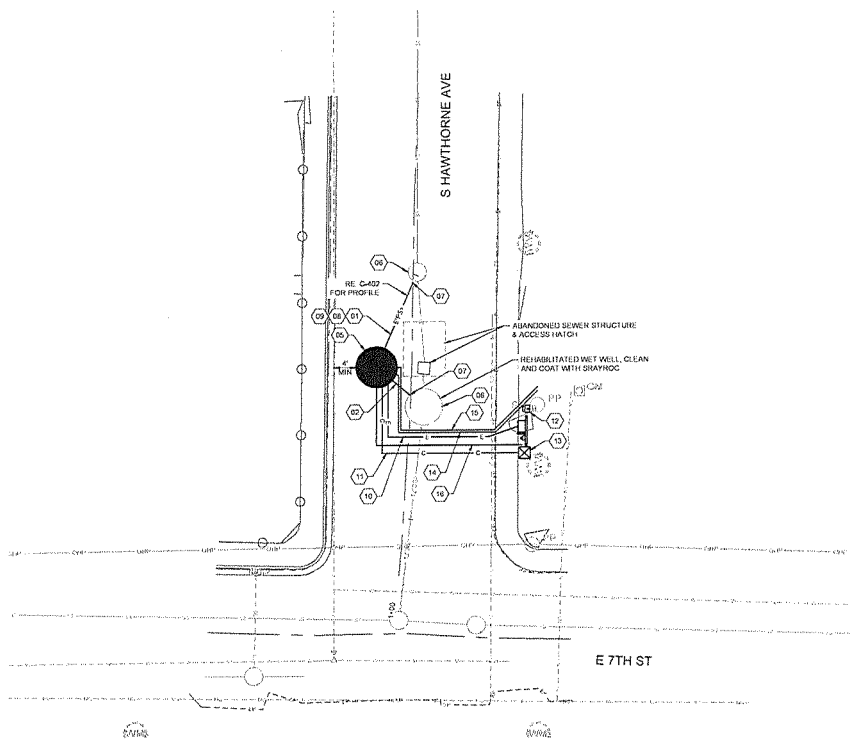
STATE OF IDAHO
PROFESSIONAL LAND SURVEYOR
No. 11624
EXPIRES 12/31/2021
REGISTERED PROFESSIONAL LAND SURVEYOR

HAWTHORN LIFT STATION

GENERAL NOTES

DRAWN: ALP/CH/CK/KJM	
VERIFY SCALE: Scales based on 22"x34" prints.	
1" = 10' HORIZ.	
PROJECT NO. 210022-054	PAGE
SHEET NO. G-002	

EXISTING TOPOGRAPHY	EXISTING UTILITY	PROPOSED SITE (CONT.)	PROPOSED UTILITY (CONT.)	   HAWTHORN LIFT STATION SYMBOLS & LINE LEGEND
<p>--- 2600 --- TOPOGRAPHIC CONTOUR</p> <p>--- E3 --- EDGE OF GRAVEL</p> <p>--- E4 --- EDGE OF PAVEMENT</p> <p>--- C1 --- CURB & CUTTER, SIDEWALK & DROP INLET</p> <p>--- F1 --- FENCE (BARBED WIRE OR OTHER)</p> <p>--- F2 --- FENCE (CHAINLINK)</p> <p>--- G1 --- GITCH FLOWLINE</p> <p>○ T1-31 --- TEST PIT</p> <p>□ --- SIGN</p> <p>▨ --- BUILDING OR STRUCTURE</p>	<p>--- W1 --- WATERLINE & VALVE</p> <p>--- S1 --- SANITARY SEWER LINE & MANHOLE</p> <p>--- S2 --- SANITARY SEWER SERVICE & CLEANOUT</p> <p>--- S3 --- PRESSURE SEWER LINE & VALVE VAULT</p> <p>--- S4 --- STORM DRAIN LINE & MANHOLE</p> <p>--- S5 --- PRESSURE IRRIGATION & VALVE</p> <p>--- S6 --- GRAVITY IRRIGATION & MANHOLE</p> <p>--- S7 --- OVERHEAD POWER LINE & POWER POLE</p> <p>--- S8 --- UNDERGROUND POWER LINE</p> <p>--- S9 --- SIGNAL POLE</p> <p>--- S10 --- LIGHT POLE</p> <p>--- S11 --- NATURAL GAS LINE</p> <p>--- S12 --- FIBER OPTIC LINE</p> <p>--- S13 --- TELEPHONE LINE & RISER</p> <p>--- S14 --- CABLE LINE & RISER</p>	<p>--- CH1 --- CHAINLINK FENCE & GATE</p> <p>--- F1 --- FENCE</p> <p>--- E1 --- EDGE OF PAVEMENT</p> <p>--- E2 --- EDGE OF GRAVEL</p> <p>--- S1 --- SIGN</p> <p>--- C1 --- 6" VERTICAL CURB, CUTTER, SIDEWALK & INLET</p> <p>--- C2 --- 6" VERTICAL CURB & CUTTER</p> <p>--- C3 --- 6" REVERSE CURB & CUTTER</p> <p>--- C4 --- 6" REVERSE CUT CURB & CUTTER</p> <p>--- C5 --- IMBEDDED CURB</p>	<p>--- S1 --- SANITARY SEWER & MANHOLE</p> <p>--- S2 --- SANITARY SEWER SERVICE & CAP</p> <p>--- S3 --- SANITARY SEWER SERVICE & CLEANOUT</p> <p>--- S4 --- PRESSURE SEWER & VALVE VAULT</p> <p>--- S5 --- STORM DRAIN LINE, INLET & CATCH BASIN</p> <p>--- S6 --- STORM DRAIN LINE & MANHOLE W/ VENTED LID</p> <p>--- S7 --- JOINT TRENCH IN PROFILE</p> <p>--- S8 --- CABLE & TELEPHONE RISERS</p> <p>--- S9 --- JOINT TRENCH & DEVICE</p> <p>--- S10 --- JUNCTION BOX & DUCT BANK</p> <p>--- S11 --- NATURAL GAS LINE & METER</p> <p>--- S12 --- NATURAL GAS LINE & RISER</p> <p>--- S13 --- NATURAL GAS LINE & VALVE</p> <p>--- S14 --- UNDERGROUND POWER</p> <p>--- S15 --- OVERHEAD POWER & POLE</p> <p>--- S16 --- LIGHT POLE</p> <p>--- S17 --- TELEPHONE LINE & RISER</p> <p>--- S18 --- FIBER OPTIC LINE & VAULT</p> <p>--- S19 --- TELEPHONE DATA LINE</p> <p>--- S20 --- CABLE & TV RISER</p>	
<p>PROPERTY & CONTROL</p> <p>△ CP #202 --- SURVEY CONTROL POINT</p> <p>⊕ BM.01 --- BENCHMARK</p> <p>○ --- FOUND BRASS CAP</p> <p>○ --- FOUND ALUMINUM CAP</p> <p>○ --- FOUND 5/8" STEEL PIN</p> <p>○ --- SET 5/8" STEEL PIN W/CAP</p> <p>○ --- FOUND 1/2" STEEL PIN</p> <p>○ --- SET 1/2" STEEL PIN W/CAP</p> <p>○ --- FOUND PK NAIL</p> <p>○ --- SET PK NAIL</p> <p>△ --- CALCULATED POINT</p> <p>WC --- WITNESS CORNER</p> <p>--- E1 --- EASEMENT - UTILITY</p> <p>--- E2 --- EASEMENT - TEMPORARY</p> <p>--- E3 --- EASEMENT - SETBACK</p> <p>--- P1 --- PROJECT BOUNDARY</p> <p>--- PL --- PROPERTY LINES</p> <p>--- SL --- SECTION LINES</p> <p>--- RW --- PRESCRIPTIVE RIGHT OF WAY</p> <p>--- R1W --- DEDICATED RIGHT OF WAY</p> <p>() DATA OF RECORD</p> <p>--- Q1 --- QUARTER SECTION - NOT FOUND</p> <p>--- C1 --- CENTER SECTION</p> <p>--- SC1 --- SECTION CORNER - FOUND</p>	<p>PROPOSED GRADING</p> <p>--- 2657 --- TOPOGRAPHIC CONTOUR</p> <p>--- RL --- RIDGELINE</p> <p>--- S1 --- DRAINAGE ARROW & SLOPE</p> <p>--- S2 --- SPOT ELEVATION</p> <p>--- S3 --- SWALE FLOWLINE</p> <p>--- S4 --- DAYLIGHT - CUT LINE</p> <p>--- S5 --- DAYLIGHT - FILL LINE</p>	<p>PROPOSED UTILITY</p> <p>FLANGED --- MECHANICAL JOINT --- FITTING TYPES</p> <p>--- B1 --- BEND</p> <p>--- T1 --- REDUCING TEE</p> <p>--- T2 --- TEE</p> <p>--- R1 --- REDUCER</p> <p>--- C1 --- FLANGE TO MECHANICAL JOINT COUPLING</p> <p>--- C2 --- CROSS</p> <p>--- W1 --- GAP WELDING FLANGE</p> <p>--- C3 --- CHECK VALVE</p> <p>--- G1 --- GATE VALVE</p> <p>--- R2 --- BUTTERFLY VALVE</p> <p>--- R3 --- BLOW-OFF VALVE</p> <p>--- R4 --- RESTRAINED FITTING</p> <p>--- M1 --- WATER SERVICE LINE & METER</p> <p>--- H1 --- FIRE HYDRANT</p> <p>--- F1 --- FIRE LINE</p> <p>--- W1 --- WATERLINE</p> <p>--- M1 --- MONITORING WELL</p> <p>--- L1 --- LOCATION WIRE BOX</p> <p>--- N1 --- NON-FREEZE YARD HYDRANT</p> <p>--- P1 --- PRESSURE IRRIGATION, TEE & GATE VALVE</p> <p>--- P2 --- PRESSURE IRRIGATION SERVICE</p> <p>--- G1 --- GRAVITY IRRIGATION & STRUCTURE</p>	<p>--- S1 --- NATURAL GAS LINE & METER</p> <p>--- S2 --- NATURAL GAS LINE & RISER</p> <p>--- S3 --- NATURAL GAS LINE & VALVE</p> <p>--- S4 --- UNDERGROUND POWER</p> <p>--- S5 --- OVERHEAD POWER & POLE</p> <p>--- S6 --- LIGHT POLE</p> <p>--- S7 --- TELEPHONE LINE & RISER</p> <p>--- S8 --- FIBER OPTIC LINE & VAULT</p> <p>--- S9 --- TELEPHONE DATA LINE</p> <p>--- S10 --- CABLE & TV RISER</p>	
<p>PROPOSED MISCELLANEOUS</p> <p>--- C1 --- CLEARING AND GRUBBING</p> <p>--- C2 --- CONSTRUCTION PHASE LIMITS</p> <p>--- D1 --- DEMOLITION/ABANDON</p>	<p>PROPOSED SITE</p> <p>--- B1 --- BUILDING OR STRUCTURE</p> <p>--- C1 --- CONCRETE</p> <p>--- A1 --- ASPHALT</p> <p>--- G1 --- GRAVEL SURFACE</p> <p>--- G2 --- GRAVEL SECTION</p> <p>--- L1 --- LANDSCAPE ROCK</p>	<p>--- CH1 --- CHAINLINK FENCE & GATE</p> <p>--- F1 --- FENCE</p> <p>--- E1 --- EDGE OF PAVEMENT</p> <p>--- E2 --- EDGE OF GRAVEL</p> <p>--- S1 --- SIGN</p> <p>--- C1 --- 6" VERTICAL CURB, CUTTER, SIDEWALK & INLET</p> <p>--- C2 --- 6" VERTICAL CURB & CUTTER</p> <p>--- C3 --- 6" REVERSE CURB & CUTTER</p> <p>--- C4 --- 6" REVERSE CUT CURB & CUTTER</p> <p>--- C5 --- IMBEDDED CURB</p>	<p>--- S1 --- SANITARY SEWER & MANHOLE</p> <p>--- S2 --- SANITARY SEWER SERVICE & CAP</p> <p>--- S3 --- SANITARY SEWER SERVICE & CLEANOUT</p> <p>--- S4 --- PRESSURE SEWER & VALVE VAULT</p> <p>--- S5 --- STORM DRAIN LINE, INLET & CATCH BASIN</p> <p>--- S6 --- STORM DRAIN LINE & MANHOLE W/ VENTED LID</p> <p>--- S7 --- JOINT TRENCH IN PROFILE</p> <p>--- S8 --- CABLE & TELEPHONE RISERS</p> <p>--- S9 --- JOINT TRENCH & DEVICE</p> <p>--- S10 --- JUNCTION BOX & DUCT BANK</p> <p>--- S11 --- NATURAL GAS LINE & METER</p> <p>--- S12 --- NATURAL GAS LINE & RISER</p> <p>--- S13 --- NATURAL GAS LINE & VALVE</p> <p>--- S14 --- UNDERGROUND POWER</p> <p>--- S15 --- OVERHEAD POWER & POLE</p> <p>--- S16 --- LIGHT POLE</p> <p>--- S17 --- TELEPHONE LINE & RISER</p> <p>--- S18 --- FIBER OPTIC LINE & VAULT</p> <p>--- S19 --- TELEPHONE DATA LINE</p> <p>--- S20 --- CABLE & TV RISER</p>	



GENERAL SHEET NOTES

1. PRIOR TO CONSTRUCTION CONTRACTOR TO POT-HOLE IN A NON-DESTRUCTIVE MANNER AT LEAST 100 FEET AREAS OF EXCAVATION EXISTING UTILITIES TO VERIFY LOCATION & DEPTH. WHERE EXISTING UTILITIES WILL BE ENCOUNTERED IT IS RECOMMENDED THAT THE CONTRACTOR HIRE A GROUND PENETRATING RADAR (GPR) OR VACUUM TRUCK EXCAVATE FOR MATERIAL EXCAVATION IN THESE AREAS.
2. AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIRS NOT INDICATED SHALL BE RESTORED TO CONDITION PRIOR TO CONSTRUCTION.
3. HORIZONTAL & VERTICAL LOCATION OF EXISTING UTILITIES ARE APPROXIMATE, SEE GENERAL NOTE #6.
4. INSTALL FITTING TO DEFLECT PIPE VERTICALLY & HORIZONTALLY, WHERE BEND IS LESS THAN 90° OF SMALLEST AVAILABLE FITTING ANGLE, BEND THE PIPE RATHER THAN DEFLECT THE JOINT TO ACHIEVE SMALL CHANGES IN DIRECTION. DO NOT EXCEED ONE-HALF OF MANUFACTURER'S RECOMMENDATIONS.
5. FURNISH MATERIALS WHERE INSTALL, PLACE, OR CONSTRUCT IS REQUIRED, UNLESS NOTED OTHERWISE.
6. CONTRACTOR TO DETERMINE EXTENTS OF SAW CUT.
7. BURIED PIPE DEPTHS AND PIPE SIZES OF EXISTING UTILITIES ARE UNKNOWN. CONTRACTOR SHALL VERIFY SIZES AND INVERTS AND COORDINATE ACCORDANTLY.
8. ALL FITTINGS TO BE RESTRAINED PER ISPMG 504-D.
9. ABANDONED UTILITY PIPING TO REMAIN UNLESS IMPACTED BY NEW CONSTRUCTION. CONTRACTOR TO PLUG ENDS OF EXPOSED PIPING.
10. WET WELL AND VALVE BOX EXHAUST VENTS SHALL BE A MINIMUM OF THREE FEET FROM ELECTRICAL TRANSFORMER METER AND ANY OUTLETS. EXHAUST VENTS SHALL BE MINIMUM OF THREE FEET FROM VALVE BOX INLET.

SHEET KEYNOTES

- 01 INSTALL PIPE - 6" PRESSURE SEWER, PVC 508 DR 18
- 02 INSTALL PIPE - 12" GRAVITY SEWER, PVC ASTM 1303M, SDR 35
- 03 RETAIN & PROTECT EXISTING UTILITIES
- 04 CONNECT TO EXISTING FITTINGS AS REQUIRED
- 05 INSTALL NEW PACKAGE LIFT STATION. LIFT STATION SHALL BE FASTENED TO 1"x1"x2.75" CONCRETE SLAB
- 06 RETAIN & PROTECT EXISTING MANHOLE. BOTTOM OF THE MANHOLE SHALL BE RAISED TO INVERT ELEVATIONS AND CHANNELIZED TO STREET FLOOR
- 07 CONNECT TO EXISTING MANHOLE, RE: A16C-001
- 08 TYPICAL TRENCH: RE: ISPMG-00-001
- 09 TYPE "B" ASPHALT SURFACE REPAIR, RE: ISPMG-50-001
- 10 1" C WITH 4" x 4" x 1/2" BR GND
- 11 1" C WITH PULL COORD
- 12 1" C WITH PULL COORD. EXTEND UP THE POLE. TERMINATE WITH A WEATHER HEAD FOR CELLULAR ANTENNA CABLE. RE: ASG-001
- 13 UNDERGROUND PULL BOX, COORDINATE SIZE WITH OWNER
- 14 INSTALL PIPE - 8" WET WELL VENT, PVC ASTM 1303A, SDR 35, RE: ASG-001 FOR VENT OUTLET
- 15 INSTALL PIPE - 6" VALVE BOX VENT, PVC ASTM 1303M, SDR 35, RE: ASG-001 FOR VENT OUTLET
- 16 INSTALL PIPE - 6" VALVE BOX INTAKE, PVC ASTM 1303M, SDR 35, RE: ASG-001 FOR VENT OUTLET

KELLER ASSOCIATES

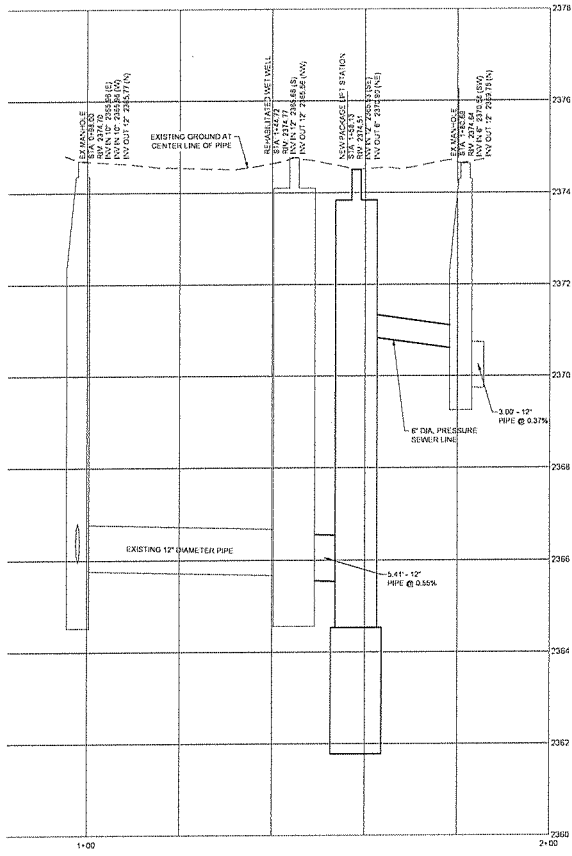
11621
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DATE: _____
SCALE: _____

PROJECT: _____
SHEET NO: _____

**HAWTHORN LIFT STATION
UTILITY AND ELECTRICAL PLAN**

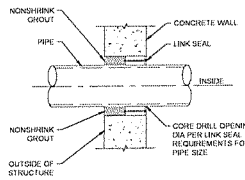
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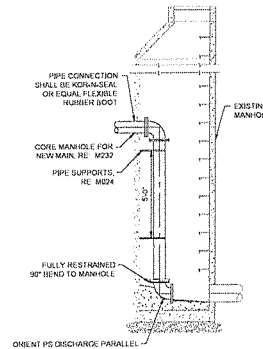
KELLER ASSOCIATES
 11621
 11621
 11621

HAWTHORN LIFT STATION
PROFILE SHEET

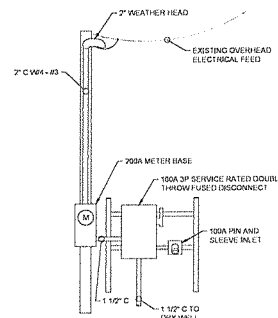
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 SHEET NO: C-402



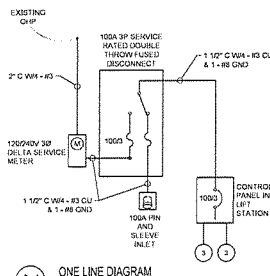
A1 EXISTING CONCRETE WALL PIPE PENETRATION
N.T.S.



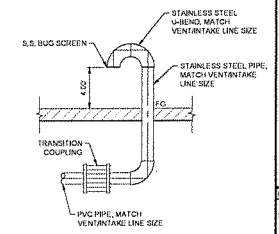
A2 SEWER DROP MANHOLE
N.T.S.



A3 ELECTRICAL SERVICE DETAIL
N.T.S.



A4 ONE LINE DIAGRAM
N.T.S. RIGHT LEG TO BE ON C PHASE IN THE METER BASE AND B PHASE IN THE DISCONNECT.



A5 VENT / INTAKE DETAIL
N.T.S.



311 N. WASHINGTON STREET
ANN ARBOR, MI 48106
(734) 769-1900



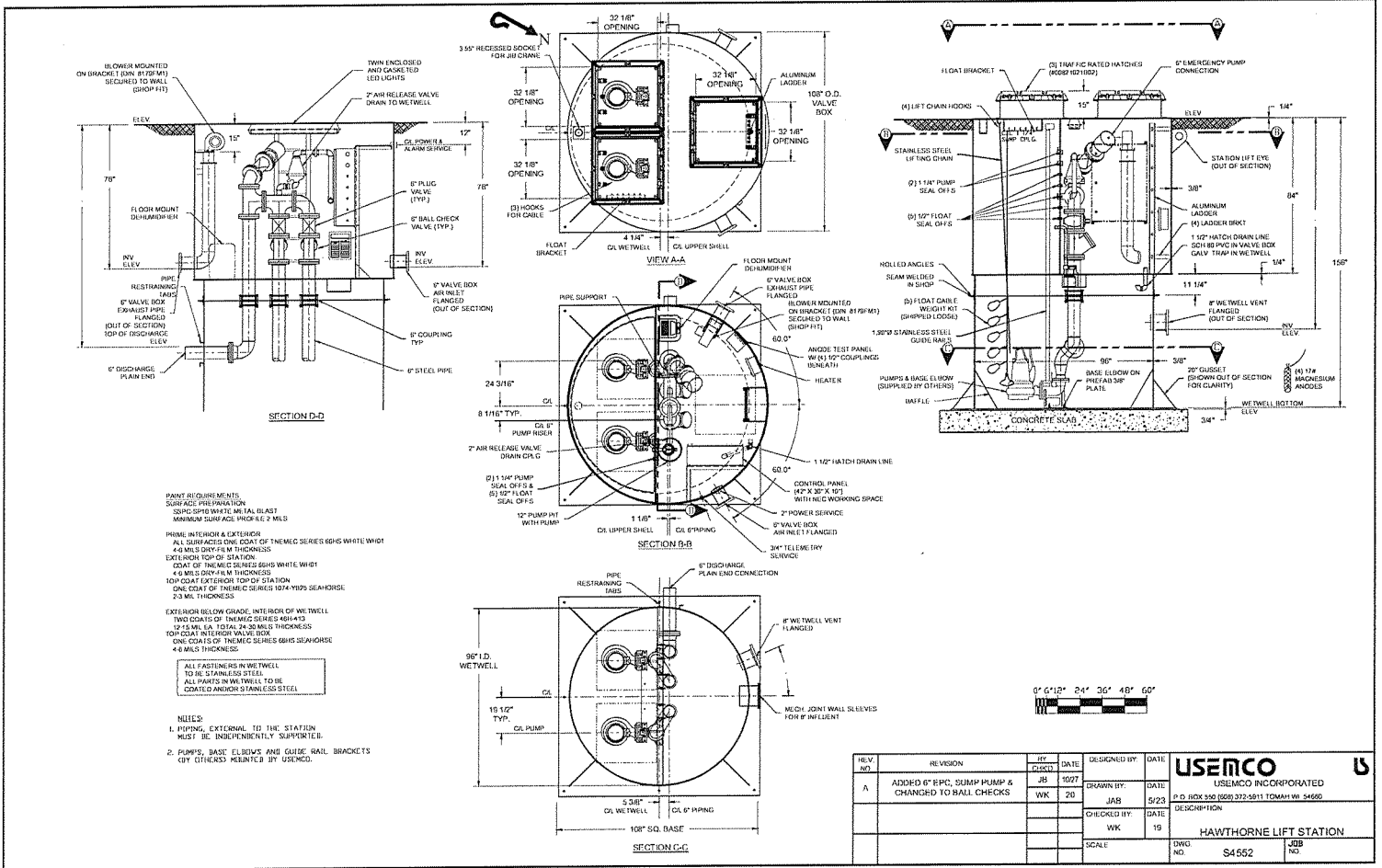




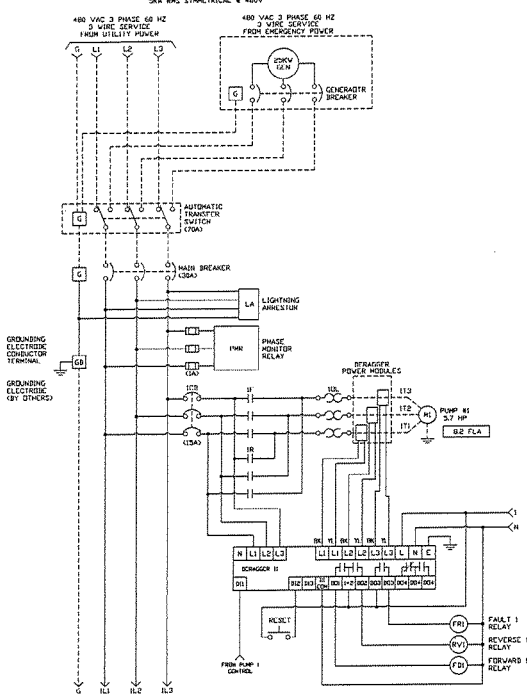
HAWTHORN LIFT STATION

DETAILS

DESIGN / CHECK / ROW	DATE
VERIFY SCALE: Scales based on 22x34" prints.	DATE
PROJECT NO. 210022-054	PAGE 1
SHEET NO. C-501	TOTAL SHEETS 1

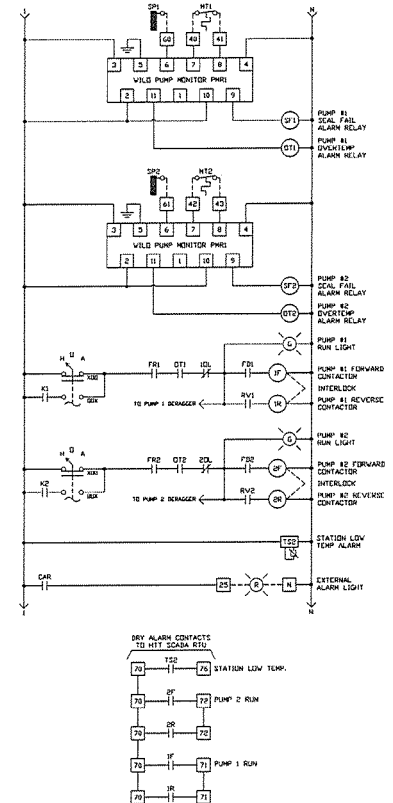
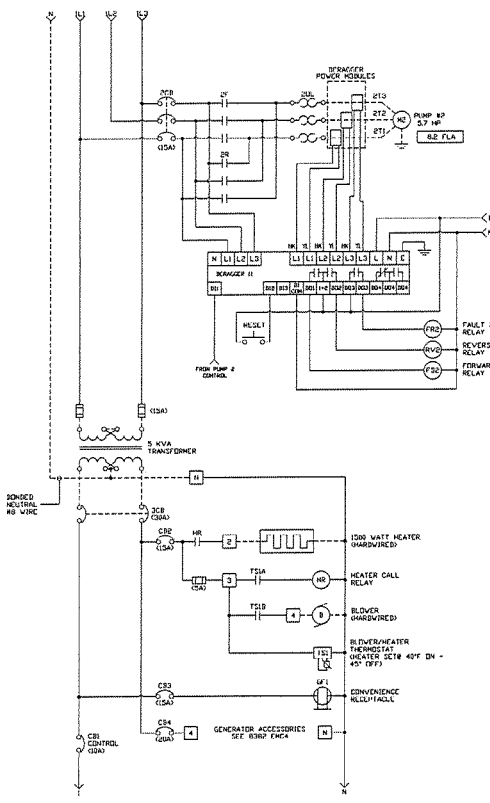


NOTE:
MAIN DISCONNECT MEANS
PROTECTED BY OVERHEAD
SHORT CIRCUIT CURRENT RATING
SEE 842 SYMMETRICAL @ 400V



Load calculations based on 2017 NEC 409.21C
Largest Breaker = FLA of Additional Pumps + 125% of Heating Loads + Additional Loads.
The main breaker rating or current setting cannot exceed the calculated ampere total.

Pump 1 Breaker = 25A
Pump 2 FLA = 32A
Transformer Primary = 184A
15A + 32A + 124A = 256A TOTAL



WIRE COLORING

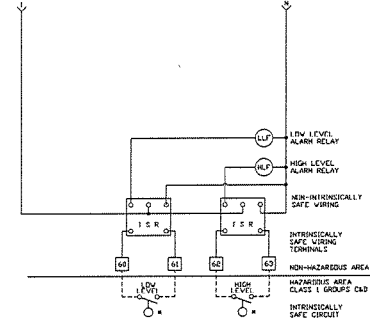
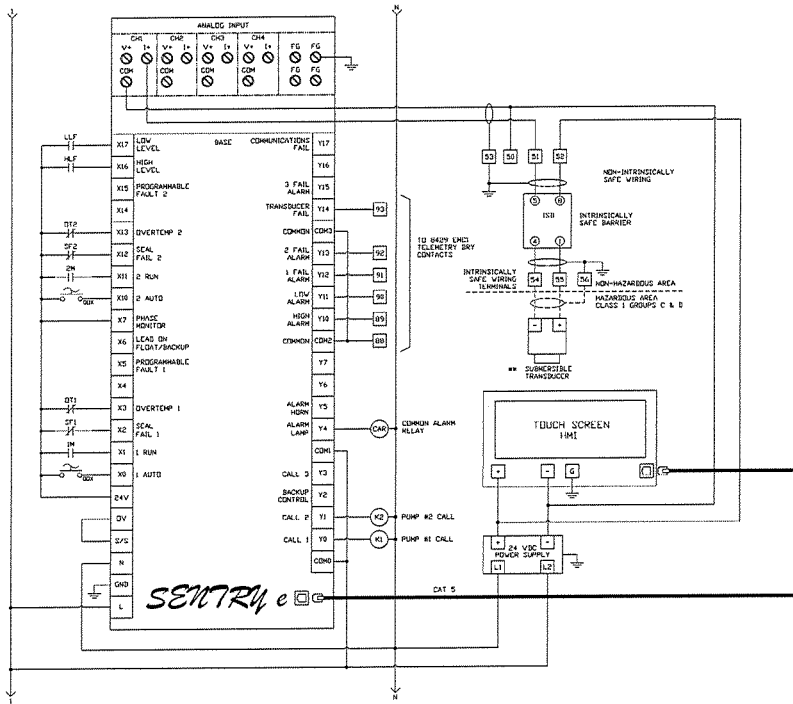
BLACK - LINE AND LOAD
RED - DC CONTROL
BLUE - AC CONTROL
WHITE - NEUTRAL
GREEN - GROUND
YELLOW - INTERCONNECTING
LT. BLUE - INSTRUMENTALLY SAWE

REV NO.	REVISION	BY	DATE	DESIGNED BY	DATE

SCALE: _____

NO. S4732 EMC1

USEMCO INCORPORATED
P.O. BOX 550 (858) 372-5511 TOWSON, MD 21286
DESCRIPTION: ENMATT HAWTHORNE
LIFT STATION - PRELIMINARY



NOTES:

CONTROL PANEL SHALL BEAR SPECIALIZED UL 950A LABEL.

FIELD TYPE LEVEL SENSING SWITCH IN SERVICE NETWORK. CABLE LENGTH FROM WIRING TERMINALS TO TRANSDUCER MUST BE LESS THAN 400 FEET, OR A MAXIMUM OF 2.5µF CAPACITANCE AND 95ΩH INDUCTANCE. FROM THE SIMPLE APPARATUS TO THE ASSOCIATED APPARATUS SHALL BE CALCULATED CABLE CAPACITANCE. SCALE MUST BE LESS THAN THE RATED CAPACITANCE (OR FOR C&D, SHOWN ON THE ASSOCIATED APPARATUS INFO. THE SAME APPLIES FOR INDUCTANCE. ALGAIN, LT AND LA OR LD, RESPECTIVELY). WHERE THE CABLE CAPACITANCE AND INDUCTANCE PER FOOT ARE NOT KNOWN, THE FOLLOWING VALUES SHALL BE USED: SCALE "A" 60 PF/FT., LOCAL "A" 60 µF/FT. SEE PARAMETRIC CONTROL DRAWING NO. 15204M FOR ENTRY PARAMETERS.

TRANSDUCER TYPE LEVEL SENSING IN SERVICE NETWORK. CABLE LENGTH FROM WIRING TERMINALS TO TRANSDUCER MUST BE LESS THAN 400 FEET, OR A MAXIMUM OF 2.5µF CAPACITANCE AND 95ΩH INDUCTANCE. THE DISTANCE BETWEEN INTRINSICALLY SAFE WIRING TERMINALS AND NON-INTRINSICALLY SAFE INTERNAL WIRING AND THE DISTANCE BETWEEN NON-INTRINSICALLY SAFE WIRING TERMINALS AND INTRINSICALLY SAFE INTERNAL WIRING SHALL NOT BE LESS THAN 3 INCHES. ALL INTRINSICALLY SAFE CIRCUITS MUST BE RUN IN SEPARATE CONDUITS OR RACEWAYS. NEC 504.

WIRING FROM GROUND TERMINAL MUST BE TO GOOD EARTHING MEMBER IN NON-HAZARDOUS AREA OF PANEL AND LESS THAN 1 OHM RESISTANCE. EARTH GROUNDING MUST BE IN 2 PLACES. NEC 250.

INSTALL IN ACCORDANCE WITH ARTICLE 504 OF THE NATIONAL ELECTRICAL CODE.

WARNING: SUBSTITUTION OF COMPONENTS MAY IMPAIR THE INTRINSIC SAFETY.

IMPORTANT

THE FOLLOWING ADDRESSES ARE USINCO STANDARDS BY ADDRESSES. IF DIFFERENT BY ADDRESSES ARE TO BE USED, USINCO MUST BE NOTIFIED BEFORE THE RELEASE OF THIS PROJECT.

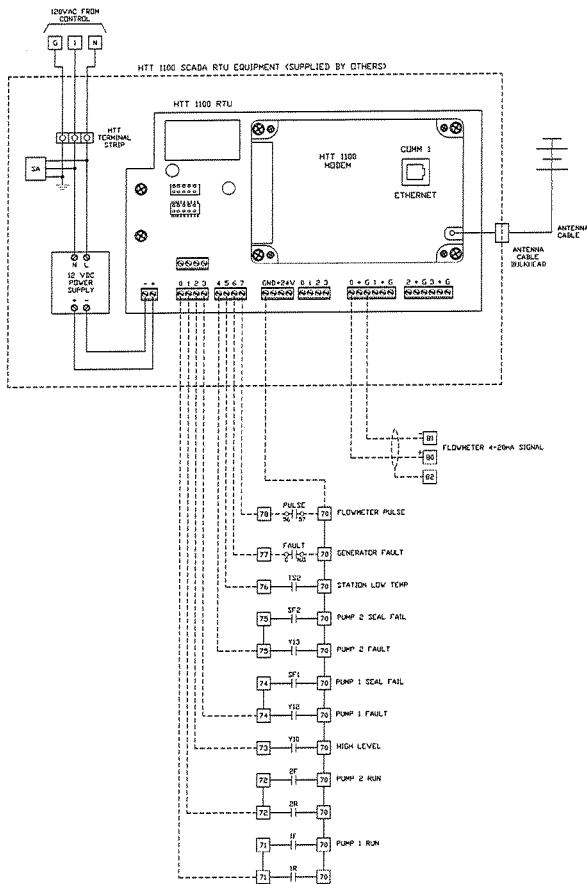
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 QIT - 19216812648

COLOR CODING

BLACK - LINE AND LOAD
 RED - NO CONTROL
 BLUE - BE CONTROL
 WHITE - NEUTRAL
 GREEN - GROUND
 YELLOW - INTERCONNECTING
 LT. BLUE - INTRINSICALLY SAFE

REV. NO.	REVISION	BY	CHK'D	DATE	DESIGNED BY:	DATE
					DS	1/18
					WK	21
					SCALE:	

USEMCO		P.O. BOX 550 (EGB) 372-5911 TOMAHAWK 34665
USEMCO INCORPORATED		
DESCRIPTION		JOB NO.
EMMITT HAWTHORNE LIFT STATION - PRELIMINARY		
DWG. NO.	S4732 EMC2	



REV. NO.	REVISION	BY	DATE	DESIGNED BY:	DATE:
				DRAWN BY:	DATE:
				DS	1/18
				CHECKED BY:	DATE:
				WK	21
				SCALE:	
					DWG. NO. S4732 EMC3
					JOB NO.

USEMCO 

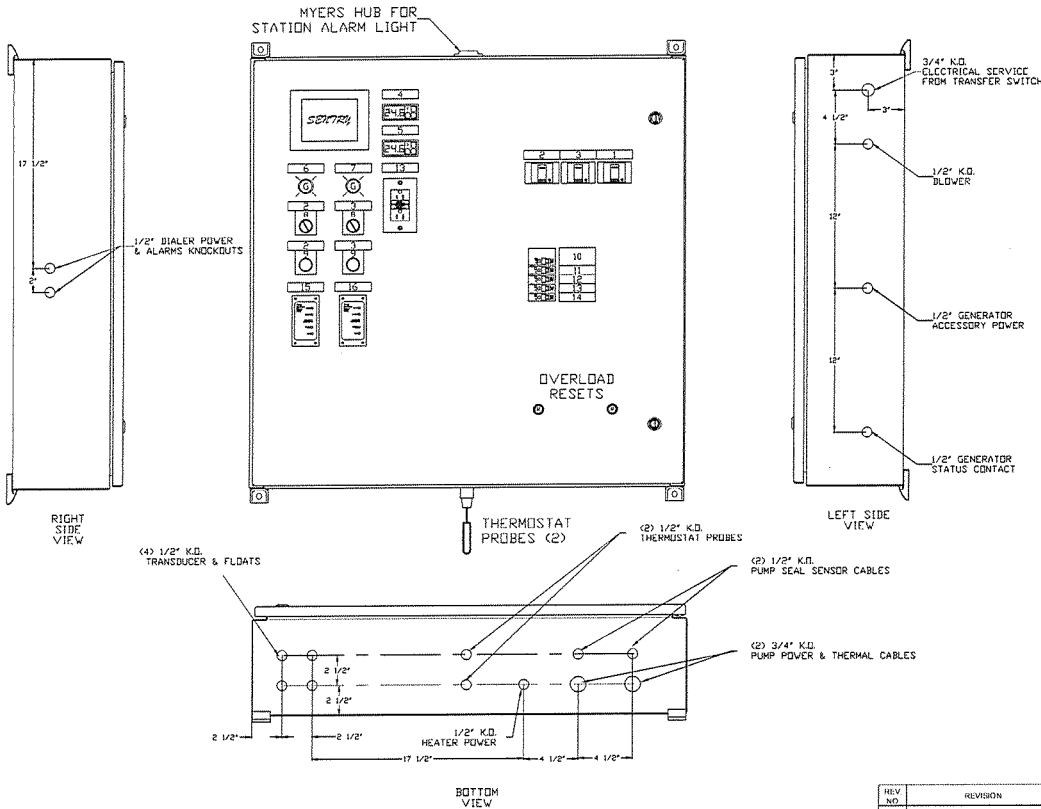
USEMCO INCORPORATED
 P.O. BOX 553 (608) 372-5811 TOMAH WIS 54660

DESCRIPTION
 EMMITT HAWTHORNE
 LIFT STATION - PRELIMINARY

NEMA 1
STAINLESS STEEL ENCLOSURE
36"H x 36"W x 8"DP

NAMEPLATE LEGEND

1. MAIN
2. PUMP 1
3. PUMP 2
4. HEAT / BLOWER THERMOSTAT
5. LOW TEMP THERMOSTAT
6. PUMP 1 RUN
7. PUMP 2 RUN
8. HAND OFF AUTO
9. RESET
10. LOAD CENTER
11. CONTROL
12. HEATER / BLOWER
13. CONVENIENCE
14. GENERATOR ACCESSORIES
15. SEAL/OVERTEMP 1
16. SEAL/OVERTEMP 2



REV. NO.	REVISION	BY	CHKD.	DATE	DESIGNED BY:	DATE	USEMCO
					DS	1/18	USEMCO INCORPORATED
					WK	21	P.O. BOX 550 (888) 372-5911 TOMAHAWK WI 54982
							DESCRIPTION: EMMITT HAWTHORNE LIFT STATION - PRELIMINARY
					SCALE		DWG. NO. S4732 PNL JOB NO.

[Type text]

BID FORM

PROJECT IDENTIFICATION: City of Emmett
Hawthorne Lift Station

CONTRACT IDENTIFICATION NUMBER:

- 1.01 This Bid is submitted to: City of Emmett
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services 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 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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 Buyer.
- 2.02 Bidder acknowledges that this Contract, if awarded, may be assigned by the Owner to the Installing Contractor, and hereby consents to the assignment under the terms and conditions of the Pre-Purchase Documents.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum Date	Addendum Number	Initials
N/A		

- B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

[Type text]

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 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 bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer 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 Buyer, 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.

[Type text]

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s). Vendors may provide bids for one or more of the following base bid items. State of Idaho taxes shall not be included (Section 00800 – Supplementary Conditions 5.05.A).

1	PACKAGED LIFT STATION consisting of the following:		
	A. EQUIPMENT: The Vendor shall provide one (1) sanitary sewer lift station meeting the requirements of these contract documents. It shall include a packaged lift station, and all associated piping, valves, electrical and control wiring and instrumentation required for a complete and operable system. City's integrator will complete SCADA integration and programming. . Vender shall configure lift station to accommodate Vaughn Chopper S4K pumps.		
	B. SPECIAL SERVICES - STARTUP AND TRAINING: Services as defined in Section 01 43 33 and Section 01 75 16.		
	PACKAGED SEWER LIFT STATION PRICE \$One hundred Sixty nine thousand Six hundred fifty dollars (in words) This is the contract amount that will be included in the agreement and assigned to an Installation Contractor, if desired by the Owner.	LS	\$169,650.00

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

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

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security.

ARTICLE 8 - DEFINED TERMS

8.01 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.

[Type text]

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____

(SEAL)

By: _____

(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

[Type text]

A Corporation

Corporation Name: USEMCO, INC

State of Incorporation: WISCONSIN

Type (General Business, Professional, Service, other): General Business

By: *Patrick D. Rezin*

(Signature - attach evidence of authority to sign)

Name (typed or printed): Patrick D. Rezin

Title: President

Attest *Michelle A. Collins* (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: P.O. Box 550

Tomah, WI 54660

Phone: 608-372-5911 Facsimile: 608-372-5016

E-mail address: Sales@usemco.com

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Joint Venture

[Type text]

First Joint Venturer Name: _____
(SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Second Joint Venturer Name: _____
(SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

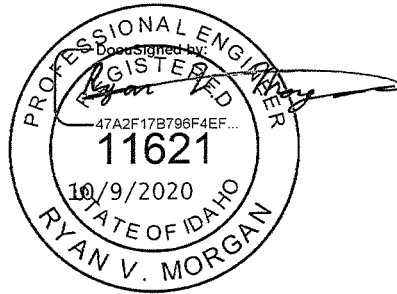
E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint
Venture: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership,
corporation, and limited liability company that is a party to the joint venture should be in
the manner indicated above.)

Contract Documents & Prepurchase Specifications

CITY OF EMMETT HAWTHORNE LIFT STATION UPGRADES



OCTOBER 2020

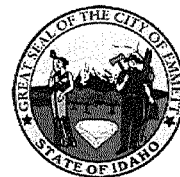
PROJECT NO.210022-054

PREPARED BY:



131 SW 5th Ave, Suite A
Meridian, ID 83642
(208) 288-1992

PREPARED FOR:



501 E Main St
Emmett, ID 83617
(208) 365-6050

CITY OF EMMETT
HAWTHORNE LIFT STATION UPGRADES

210022-054

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CITY OF EMMETT
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NOTICE INVITING BIDS

Sealed Bids for furnishing the Hawthorne Lift Station will be received by the City of Emmett (Buyer and/or Owner) at the following location:

City of Emmett
601 E. 3rd St.
Emmett, ID 83617

Bids will be accepted until 1:00 PM Local Mountain Time, on October 8, 2020. Bids shall be sealed in separate packages. Buyer shall make a decision on award within 60 days.

The Project consists of the following:

Furnish a packaged sanitary sewer lift station as specified in the contract documents and specifications. Installation of the equipment will be bid separately to Installation Contractors or installed by the Owner. The Owner will assign the agreement with Vendor (Seller) to the selected Installation Contractor, if desired. If applicable, the Seller shall be responsible for coordinating all activities after the assignment directly with the selected Installation Contractor or Owner.

Bidding documents and drawings may be purchased electronically from Keller Associate's website (<https://goo.gl/VWGYy7>) through Quest CDN for a non-refundable fee of \$15.00. Prospective bidders shall purchase digital documents from Quest CDN to receive addenda postings. Updated plan holders list may also be obtained from Quest CDN.

Questions shall be referred to the Project Engineer: Mr. Ryan V. Morgan - Keller Associates, Inc. at (208) 288-1992 or via email at rmorgan@kellerassociates.com.

All bids will be opened and evaluated based on the criteria provided in the bid forms.

Each proposal must be submitted on the prescribed forms and accompanied by a certified cashier's check or a corporate bid bond executed on the prescribed form, payable to the City of Emmett, in an amount not less than five percent (5%) of the base bid amount. The successful Bidder will be required to furnish Performance and Payment Bonds with the Purchase Order Agreement, each in the amount of not less than 100% of the contract price.

The Buyer reserves the right to waive any informality or to reject any or all Bid Proposals, if it is in the best interest of the Buyer.

City of Emmett

INSTRUCTIONS TO BIDDERS**ARTICLE 1 - GENERAL INFORMATION**

- 1.01 The following instructions outline the procedure for preparing and submitting bids. Bidders must fulfill all requirements as specified in these Contract Documents.

ARTICLE 2 - DEFINED TERMS

- 2.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.
- A. *Bidder* – Equipment vendors submitting a bid.
 - B. *Buyer or Owner* – City of Emmett, 601 E. 3rd St., Emmett, ID 83617, Telephone: (208) 365-9569.
 - C. *Engineer* – Keller Associates, Inc., 131 SW 5th Avenue, Meridian, ID 83642, Telephone: (208) 288-1992.
 - D. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - E. *Vendor* – Vendor shall have the same definition as *Seller* in the General Conditions.

ARTICLE 3 - BIDS RECEIVED

- 3.01 Refer to Notice Inviting Bids for information on receipt of Bids.

ARTICLE 4 - COPIES OF BIDDING DOCUMENTS

- 4.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.
- 4.02 Complete sets of the Bidding Documents shall be used in preparing Bids; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 4.03 Buyer and Engineer have made copies of Bidding Documents available on the above terms only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not authorize or confer a license for any other use.

ARTICLE 5 - QUALIFICATIONS OF BIDDERS

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

ARTICLE 6 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION

- 6.01 Upon request Buyer will provide Bidder access to the Point of Destination and the site where Goods are to be installed or Special Services are to be provided so that Bidder may conduct such investigations, examinations, tests, and studies as Bidder deems necessary for submission of a Bid.

CITY OF EMMETT
HAWTHORNE LIFT STATION UPGRADES

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- 6.02 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
 - B. visit the Point of Destination and the site where the Goods are to be installed and Special Services are to be provided to become familiar with the local conditions if required by the Bidding Documents to do so, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services;
 - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or the furnishing of the Goods and Special Services;
 - D. carefully study, consider, and correlate the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods are to be installed or Special Services are to be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents;
 - E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution (if any) thereof by Engineer is acceptable to Bidder; and
 - F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- 6.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 6, that without exception the Bid is premised upon furnishing Goods and Special Services required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions (if any) thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Engineer.

EJCDC P-200, Suggested Instructions to Bidders for Procurement Contracts.

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American Council of Engineering Companies, and Associated General Contractors of America. All rights reserved. Page 2 of 6

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HAWTHORNE LIFT STATION UPGRADES

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ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of 5% percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 4.01.B of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

ARTICLE 9 - CONTRACT TIMES

- 9.01 See applicable provisions in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Any provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 - "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of material and equipment specified or described in the Bidding Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Bidding Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Seller and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents. Additional copies of Bidding Documents may be obtained from the Issuing Office.
- 12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternates, the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

CITY OF EMMETT
HAWTHORNE LIFT STATION UPGRADES

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- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.08 All names must be typed or printed in ink below the signature.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.

ARTICLE 13 - BASIS OF BID; COMPARISON OF BIDS

- 13.01 Lump Sum
 - A. Lump Sum prices for lift station equipment shall be provided by each bidder for each item on the bid form they wish to bid. Lump sum prices will include freight/shipping of all equipment to the project site located in Emmett, Idaho.
 - B. For determination of the apparent low Bidder, Bids will be compared on the basis of the lump sum for each item on the bid form.

ARTICLE 14 - SUBMITTAL OF BID

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate electronic copy of the Bid Form, and, if required, the Bid Bond. The copy of the Bid Form is to be completed and submitted with the Bid security.
- 14.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid, and shall be enclosed in a plainly marked envelope with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to City of Emmett, 601 E. 3rd St., Emmett, ID 83617.
- 14.03 The Bid Form can be provided electronically (Microsoft Word format), upon request. The electronic document shall only be used to complete the bid form; neither content nor format shall be manipulated in any way. Any necessary corrections to these documents resulting from Addenda shall warrant the reissuance of these electronic documents by the Engineer.

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HAWTHORNE LIFT STATION UPGRADES

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ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID

- 15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.02 Any Bidder may modify its bid by telegraphic, fax, or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Buyer prior to the closing time. Telegraphic, faxed, or written communication should not reveal the bid price; it should however, state the addition or subtraction or other modification so that the final prices or terms will not be known by the Buyer until the sealed bid is opened. It is the sole responsibility of the Bidder to see that any modification to its bid is received at the time and place stated in the Notice Inviting Bids.

ARTICLE 16 - OPENING OF BIDS

- 16.01 Bids will be opened privately.

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to be nonresponsive. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Buyer. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 18.02 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.03 In evaluating Bids, Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 18.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder.
- 18.05 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose equipment meets the requirements of the specifications and is the lowest cost.

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ARTICLE 19 - CONTRACT SECURITY AND INSURANCE

- 19.01 Article 4 of the General Conditions and Article 4 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Buyer, it must be accompanied by such bonds.

ARTICLE 20 - SIGNING OF AGREEMENT

- 20.01 When Buyer issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are to be identified in the Agreement and attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Buyer.

ARTICLE 21 - SALES AND USE TAXES

- 21.01 Any applicable state sales and use taxes on materials and equipment to be incorporated in the Project shall be paid by the Installation Contractor or Owner. Said taxes shall not be included in the Bid.

ARTICLE 22 - CONTRACT TO BE ASSIGNED

- 22.01 Bidder's attention is directed to the provisions of Paragraph 11.02 of the Agreement which provide for the assignment of the Contract to an Installation Contractor designated by the Buyer to construct the improvements. Bidder should consider the application of the terms and conditions of the Contract Documents after assignment and is advised of the duty to continue to perform the Contract after it has been assigned to the Installation Contractor. Timing of the assignment is set forth in the Agreement. Forms documenting the assignment of the Contract and for the agreement of the Seller's surety to such assignment are included as attachments to the Agreement.

CITY OF EMMETT
HAWTHORNE LIFT STATION UPGRADES

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BID FORM

PROJECT IDENTIFICATION: City of Emmett
Hawthorne Lift Station

CONTRACT IDENTIFICATION NUMBER:

- 1.01 This Bid is submitted to: City of Emmett
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services 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 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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 Buyer.
- 2.02 Bidder acknowledges that this Contract, if awarded, may be assigned by the Owner to the Installing Contractor, and hereby consents to the assignment under the terms and conditions of the Pre-Purchase Documents.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum Date	Addendum Number	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

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- C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 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 bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
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 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

CITY OF EMMETT
 HAWTHORNE LIFT STATION UPGRADES

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ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s). Vendors may provide bids for one or more of the following base bid items. State of Idaho taxes shall not be included (Section 00800 – Supplementary Conditions 5.05.A).

1	PACKAGED LIFT STATION consisting of the following:		
	A. EQUIPMENT: The Vendor shall provide one (1) sanitary sewer lift station meeting the requirements of these contract documents. It shall include a packaged lift station, and all associated piping, valves, electrical and control wiring and instrumentation required for a complete and operable system. City's integrator will complete SCADA integration and programming. . Vender shall configure lift station to accommodate Vaughn Chopper S4K pumps.		
	B. SPECIAL SERVICES - STARTUP AND TRAINING: Services as defined in Section 01 43 33 and Section 01 75 16.		
	PACKAGED SEWER LIFT STATION PRICE \$ _____ (In Words) This is the contract amount that will be included in the agreement and assigned to an Installation Contractor, if desired by the Owner.	LS	\$

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

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

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security.

ARTICLE 8 - DEFINED TERMS

8.01 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.

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ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____

(SEAL)

By: _____

(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

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A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, other): _____

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Joint Venture

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First Joint Venturer Name: _____
(SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Second Joint Venturer Name: _____
(SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint
Venture: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership,
corporation, and limited liability company that is a party to the joint venture should be in
the manner indicated above.)

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BID BOND (Penal Sum Form)

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (Project Name— Include Location):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER _____ (Seal) **SURETY** _____ (Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: _____ Attest: _____
Signature Signature

Title Title

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CONTRACT FORMS

AGREEMENT

THIS AGREEMENT is by and between The City of Emmett ("Buyer")
and _____ ("Seller").

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 Seller (Vendor) shall complete the Goods and Services as specified or indicated in the Buyer’s Contract Document and Specifications titled, “City of Emmett Hawthorne Lift Station Pre-Purchase”.

2.02 The Project, of which the Goods and Services may be the whole or only a part, is described as performing or providing all labor, services, engineering, manufacturing, testing, and documentation necessary for Installation Contractor or Owner to install and successfully start-up the packaged lift station and generator.

2.03 The Goods and Services are generally described as follows:

- A. Packaged Sewer Lift Station: Sanitary sewer lift station for lifting residential wastewater from southern Emmett.
- B. Submittals: The packaged lift station equipment Vendor(s) will provide design of the Goods, submittal of the shop drawings and samples, general arrangement drawings of equipment, and a control strategy description; will participate in meetings and assist Engineer during the design; and will make changes to equipment system, as required, to coordinate the design with the Engineer during the submittal review process.
- C. Start-up and Training: Provide complete start-up services. Detailed operation and maintenance manuals and training of the Owner’s staff shall also be provided.

ARTICLE 3 – ENGINEER

3.01 The Contract Documents for the Goods and Special Services have been prepared by Keller Associates, Inc. 131 SW 5th Avenue, Meridian, ID 83642 ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller’s furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

4.01 The Point of Destination is designated as: *S Hawthorne Ave north of E 7th street intersection.*

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ARTICLE 5 – CONTRACT TIMES5.01 *Time of the Essence*

- A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

5.02 *Milestones*

- A. Days for Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval within 30 days after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions. It is the intent of the parties that (1) Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days of Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.
- B. *Days to Achieve Delivery of Goods:* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery 140 days after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions.
- C. Days for Furnishing Startup and Training Services: The start-up services, detailed installation and operation and maintenance manuals, testing services, and operator training shall be coordinated with the Installation Contractor and/or Owner and provided at the Installation Contractor's or Owner's request within their contract time after the procurement contract has been assigned.
- D. Days to Achieve Final Inspection: Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions within 60 days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Start-Up and Training Services. The final inspection shall be requested by the Installation Contractor and/or Owner.

5.03 *Liquidated Damages*

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500 for each day that expires after the time specified in Paragraph 5.02.B for delivery of acceptable Goods. Other services provided by the Seller, such as start-up and training, shall be performed per requirements specified

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in Article 2 herein, but will not be subject to any liquidated damages. Liquidated damages shall be capped at 20% of the contract price.

ARTICLE 6 – CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:

A. The prices stated in Seller's Bid, attached hereto as an exhibit.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payment*

A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions and Section 01 29 76 – Schedule of Payments. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Final Payment*

A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 8 – INTEREST

8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
- B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress and the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents

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regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.

- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Notice Inviting Bids;
 - 2. Instructions to Bidders;
 - 3. Bid Form, including required bid security;
 - 4. This Agreement (pages __ to __, inclusive);
 - 5. Performance Bond (pages __ to __, inclusive);
 - 6. Payment Bond (pages ____ to ____, inclusive);
 - 7. Other bonds
 - a. _____ (pages __ to ____, inclusive);
 - b. _____ (pages __ to __, inclusive);
 - c. _____ (pages __ to __, inclusive);
 - 8. General Conditions (pages __ to __, inclusive);
 - 9. Supplementary Conditions (pages __ to __, inclusive);
 - 10. Specifications as listed in table of contents of the Project Manual;
 - 11. Drawings, consisting of a cover sheet and sheets numbered _____ through _____, inclusive, with each sheet bearing the following general title:
 - 12. Addenda (Numbers __ to __, inclusive);
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 to Agreement between Buyer and Seller dated _____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.
 - b. Exhibit A-2 to Agreement between Buyer and Seller dated _____, Agreement to Assignment by Seller's Surety.
 - c. Seller's Bid, solely as to the prices set forth therein (pages __ to __, inclusive);
 - d. Documentation submitted by Seller prior to Notice of Award (pages __ to __, inclusive);
 - e. _____ ;

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14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Order(s);
 - c. Work Change Directive(s).
- B. The documents listed in Paragraph 10.01.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 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS11.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 *Assignment of Contract*

- A. Buyer has the right to assign this Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient ability to satisfy all of Buyer's obligations under this Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
 1. The Contract will be executed in the name of Buyer initially and will be assigned to a construction contractor designated by Buyer, if desired. Such construction contractor's responsibilities will include the installation of the Goods. The assignment will occur on the effective date of the agreement between Buyer and the construction contractor, which is expected to occur in Winter/Spring 2020/2021. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated construction contractor.
 2. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under this Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the assignee.
 3. After assignment:
 - a. All performance warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee. However, if assignor and assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim.

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b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.

- 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.
- 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness clarifications or interpretations of the Contract Documents pursuant to the terms of Paragraph 9.02.A of the General Conditions.

B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Seller's Certifications*

A. Seller 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 11.05:

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 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 Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, 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.

11.06 *Limitations*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.
- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

11.07 *Other Provisions*

- A. Prior to the Buyer's execution of this Procurement Agreement, Seller shall secure, and shall thereafter maintain until completion of the Contract, such public liability and property damage insurance as shall protect Seller from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Seller, any Sub-vendor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.
- B. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of Idaho and shall cover comprehensive general and automobile liability for both bodily injury (including death) and property damage, including, but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the limits as specified in the Supplementary General Conditions.

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IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Buyer: _____ Seller: _____

By: _____ By: _____
[Corporate Seal] [Corporate Seal]

Attest: _____ Attest: _____

Address for giving notice: _____

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Agent for service of process:

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

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**EXHIBIT A-1 to Agreement Between
Buyer and Seller dated _____**

**ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT;
AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between the City of Emmett ("Buyer") and _____ ("Seller") for furnishing Goods and Special Services under the Contract Documents entitled City of Emmett – Hawthorn Lift Station is hereby assigned, transferred, and set over to _____ ("Construction Contractor"). Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

Buyer

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign

By: _____
(Signature) (Title)

and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

ASSIGNMENT

ACKNOWLEDGED AND ACCEPTED BY:

Seller

(If Seller is a corporation, attach evidence of authority to sign.)

By: _____
(Signature) (Title)

ASSIGNMENT ACCEPTED BY:

Construction Contractor

(If Construction Contractor is a corporation, attach evidence of authority to sign.)

By: _____

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**EXHIBIT A-2 to Agreement Between
Buyer and Seller dated _____**

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled City of Emmett – Hawthorne Lift Station ("Seller") may be assigned, transferred, and set over to ("Construction Contractor"), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal)

Surety

Company: _____

By: _____

Signature and Title
(Attach Power of Attorney)

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**PERFORMANCE BOND
FOR PROCUREMENT CONTRACTS**

Any singular reference to Seller, Surety, Buyer, or other party shall be considered plural where applicable.

SELLER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

BUYER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Bond Number:

Amount:

Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Seller as Principal

Surety

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature:

Signature:

Name and Title:

Name and Title:

(Attach Power of Attorney)

Address:

Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

Seller as Principal

Surety

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature:

Signature:

Name and Title:

Name and Title:

Address:

Telephone Number:

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1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer for the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. If Seller performs the Contract, Surety and Seller have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Buyer Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Buyer has notified Seller and Surety pursuant to Paragraph 10 that Buyer is considering declaring a Seller Default and has requested and attempted to arrange a conference with Seller and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. (If Buyer, Seller, and Surety agree, Seller shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Buyer's right, if any, subsequently to declare a Seller Default); and
 - 3.2. Buyer has declared a Seller Default and formally terminated Seller's right to complete the Contract. Such Seller Default shall not be declared earlier than 20 days after Seller and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Buyer has agreed to pay the Balance of the Contract Price to:
 - a. Surety in accordance with the terms of the Contract;
 - b. Another seller selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Buyer has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Seller, with consent of Buyer, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to Buyer for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Buyer and a seller selected with Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to Buyer the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Buyer resulting from Seller Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances, either:
 - a. determine the amount for which it may be liable to Buyer and, as soon as practicable after the amount is determined, tender payment therefor to Buyer; or
 - b. deny liability in whole or in part and notify Buyer citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Buyer to Surety demanding that Surety perform its obligations under this Bond, and Buyer shall be entitled to enforce any remedy available to Buyer. If Surety proceeds as provided in paragraph 4.4, and Buyer refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Buyer shall be entitled to enforce any remedy available to Buyer.
6. After Buyer has terminated Seller's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3, then the responsibilities of Surety to Buyer shall not be greater than those of Seller under the

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Contract, and the responsibilities of Buyer to Surety shall not be greater than those of Buyer under the Contract. To a limit of the amount of this Bond, but subject to commitment by Buyer of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. the responsibilities of Seller for correction or replacement of defective Goods and Special Services and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Seller's Default, and resulting from the actions of or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Seller.
7. Surety shall not be liable to Buyer or others for obligations of Seller that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Buyer or its heirs, executors, administrators, successors, or assigns.
 8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location of the Point of Destination, and shall be instituted within two years after Seller Default or within two years after Seller ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Buyer or Seller shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. *Balance of the Contract Price*: The total amount payable by Buyer to Seller under the Contract after all proper adjustments have been made, including allowance to Seller of any amounts received or to be received by Buyer in settlement of insurance or other Claims for damages to which Seller is entitled, reduced by all valid and proper payments made to or on behalf of Seller under the Contract.
 - 12.2. *Contract*: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. *Seller Default*: Failure of Seller, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. *Buyer Default*: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

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**PAYMENT BOND
FOR PROCUREMENT CONTRACTS**

Any singular reference to Seller, Surety, Buyer or other party shall be considered plural where applicable.

SELLER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

BUYER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Bond Number:

Amount:

Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Seller as Principal

Surety

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature:

Signature:

Name and Title:

Name and Title:

(Attach Power of Attorney)

Address:

Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

Seller as Principal

Surety

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature:

Signature:

Name and Title:

Name and Title:

Address:

Telephone Number:

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1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. With respect to Buyer, this obligation shall be null and void if Seller:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless Buyer from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided Buyer has promptly notified Seller and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Seller and Surety, and provided there is no Buyer Default.
3. With respect to Claimants, this obligation shall be null and void if Seller promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Seller have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Seller:
 - a. Have furnished written notice to Seller and sent a copy, or notice thereof, to Buyer, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - b. Have either received a rejection in whole or in part from Seller or not received within 30 days of furnishing the above notice any communication from Seller by which Seller had indicated the claim will be paid directly or indirectly; and
 - c. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Seller.
5. If a notice required by Paragraph 4 is given by Buyer to Seller or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Buyer to Seller under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By Seller furnishing and Buyer accepting this Bond, they agree that all funds earned by Seller in the performance of the Contract are dedicated to satisfy obligations of Seller and Surety under this Bond, subject to Buyer's priority to use the funds for the completion of the furnishing the Goods and Special Services.

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9. Surety shall not be liable to Buyer, Claimants or others for obligations of Seller that are unrelated to the Contract. Buyer shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Goods relevant to the claim are located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Buyer or Seller shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Buyer or Seller, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Seller shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1 *Claimant*: An individual or entity having a direct contract with Seller or with a Subcontractor of Seller to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for furnishing the Goods and Special Services by Seller and Seller's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 *Contract*: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 *Buyer Default*: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

CONDITIONS OF THE CONTRACT

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**STANDARD GENERAL CONDITIONS
FOR PROCUREMENT CONTRACTS****ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**1.01 *Defined Terms*

- A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.
 3. *Application for Payment*—The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*— The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 5. *Bidder*—The individual or entity that submits a Bid directly to Buyer.
 6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
 8. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 9. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
 10. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.

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13. *Contract Price*—The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.
14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.
15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.
16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. *Engineer*—The individual or entity designated as such in the Agreement.
18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times.
19. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.
21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.
24. *Notice of Award*—The written notice by Buyer to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.
25. *Notice to Proceed*—A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.
26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.
27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.
28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.

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29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
30. *Seller*—The individual or entity furnishing the Goods and Special Services.
31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.
32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.
33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Buyer makes an award.
35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Buyer ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Contract Documents.
- B. *Intent of Certain Terms or Adjectives:*
 1. 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 Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.
 2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that fail to conform to the Contract Documents.

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3. The word "receipt" when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.
 4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
 5. The word "furnish," when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.
- C. 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 Bonds*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

2.02 *Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller shall deliver to Buyer, with copies to each additional insured identified by name in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Seller is required to purchase and maintain in accordance with Article 4.

2.03 *Copies of Documents*

- A. Buyer shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.04 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.05 *Designated Representatives*

- A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.06 *Progress Schedule*

- A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.
- B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full

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responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 *Preliminary Conference*

- A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.08 *Safety*

- A. Buyer and Seller 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. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT AND AMENDING3.01 *Intent*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

3.02 *Standards, Specifications, Codes, Laws and Regulations*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*A. *Reporting Discrepancies:*

1. *Seller's Review of Contract Documents Before the Performance of the Contract:* Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall

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promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.

2. *Seller's Review of Contract Documents During the Performance of the Contract:* If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special Services affected thereby until an amendment to or clarification of the Contract Documents has been issued.
 3. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Seller had actual knowledge thereof.
- B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Clarifying Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods and Special Services or to modify contractual terms and conditions by a Change Order.
- B. Buyer may issue a Work Change Directive providing for additions, deletions, or revisions to the Goods and Special Services, in which case (1) the Contract Price shall be equitably adjusted to account for any reasonable and necessary credits to Buyer for any such deletion, or for costs (including reasonable overhead and profit) incurred by Seller to accommodate such an addition or revision and (2) the Contract Times shall be equitably adjusted to account for any impact on progress and completion of performance. Such adjustments subsequently shall be duly set forth in a Change Order.
- C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods and Special Services may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 5.06.D.3); or
 3. Engineer's written interpretation or clarification.

ARTICLE 4 – BONDS AND INSURANCE4.01 *Bonds*

- A. Seller shall furnish to Buyer performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever

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is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Seller is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

4.02 *Insurance*

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.
- D. Buyer does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer in the Contract Documents.

4.03 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 5 – SELLER'S RESPONSIBILITIES

5.01 *Supervision and Superintendence*

- A. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Contract Documents. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Contract Documents. Seller shall not be responsible for the negligence of Buyer or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure that is shown or indicated in and expressly required by the Contract Documents.

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5.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:
 1. new, and of good quality;
 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and
 3. shop assembled to the greatest extent practicable.

5.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall not relieve Seller of Seller's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.04 *Or Equals*

- A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description 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, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.
 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:
 - a. in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as

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a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and

- b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and 2) the proposed item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.

C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.05 *Taxes*

A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price, except as noted in the Supplementary Conditions.

5.06 *Shop Drawings and Samples*

A. Seller shall submit Shop Drawings and Samples to Buyer for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.

B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:
 - a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and
 - b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.
2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.
3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of

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the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.

4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples.
2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.
3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of Paragraph 5.06.C.4 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's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

E. *Resubmittal Procedures:*

1. Seller 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. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

5.07 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Buyer and Seller may otherwise agree in writing.

5.08 *Seller's Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.
- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

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1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or
 2. corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;
 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:
1. observations by Buyer or Engineer;
 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
 3. use of the Goods by Buyer;
 4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;
 5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;
 6. any inspection, test or approval by others; or
 7. any correction of non-conforming Goods and Special Services by Buyer.
- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.
- F. Seller makes no implied warranties under this Contract.

5.09 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer and Engineer, and the officers, directors, members, partners, employees, agents, consultants, contractors, 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 performance of Seller's obligations under the Contract Documents, provided that any such claim, cost, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. In any and all claims against Buyer or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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- C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants arising out of:
1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 *Delegation of Professional Design Services*

- A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Buyer and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Buyer and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Buyer and Engineer have specified to Seller all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 5.06.D.2.
- E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 6 – SHIPPING AND DELIVERY6.01 *Shipping*

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery.

6.02 *Delivery*

- A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.
- B. Seller shall provide written notice to Buyer at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours notice by telephone prior to the anticipated time of delivery.

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- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Buyer and Seller.
- E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

6.04 *Progress Schedule*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.
 - 1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

ARTICLE 7 – CHANGES: SCHEDULE AND DELAY7.01 *Changes in the Goods and Special Services*

- A. Buyer may at any time, without notice to any surety, make an addition, deletion, or other revision to the Contract Documents with respect to the Goods and Services, within the general scope of the Contract, by a Change Order or Work Change Directive. Upon receipt of any such document, Seller shall promptly proceed with performance pursuant to the revised Contract Documents (except as otherwise specifically provided).
- B. If Seller concludes that a Work Change Directive issued by Buyer affects the Contract Price or Contract Times, then Seller shall notify Buyer within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Buyer within 45 days after such receipt. If Seller fails to notify Buyer within 15 days, Seller waives any Claim for such adjustment. If Buyer and Seller are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.
- C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

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7.02 *Changing Contract Price or Contract Times*

- A. The Contract Price or Contract Times may only be changed by a Change Order.
- B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.
- C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Buyer, inspection delays, fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.
- D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.
- E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.
- F. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters.

ARTICLE 8 – BUYER'S RIGHTS

8.01 *Inspections and Testing*

- A. *General:*
 1. The Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
 2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
 3. Buyer shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
 4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.

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5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.
6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of said inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. Inspection on Delivery:

1. Buyer or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. Within ten days of such visual inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has acknowledged their receipt upon delivery.
3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Buyer or Engineer will make a final inspection.
2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.
3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.
- B. Buyer's Rejection of Non-Conforming Goods:
 1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.

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2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. Remediating Non-Conforming Goods and Special Services:

1. If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer. If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

D. Buyer's Acceptance of Non-Conforming Goods:

Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods as provided in Paragraph 8.02.E.

- E. Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations shall include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

F. *Buyer's Rejection of Conforming Goods:*

If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

8.03 *Correction Period*

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by Laws or Regulations or by the terms of any specific provisions of the Contract Documents.

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ARTICLE 9 – ROLE OF ENGINEER*9.01 Duties and Responsibilities*

- A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 Clarifications and Interpretations

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 Authorized Variations

- A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 Rejecting Non-Conforming Goods and Special Services

- A. Engineer will have the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer will also have authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 8.01 whether or not the Goods are fabricated or installed, or the Special Services are completed.

9.05 Decisions on Requirements of Contract Documents

- A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph.
- B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.06 Claims and Disputes

- A. *Notice:* Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.
- B. *Engineer's Decision:* Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

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- C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Article 13.
- E. If Article 13 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.
- G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

ARTICLE 10 – PAYMENT**10.01 Applications for Progress Payments**

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.
 - 1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.
 - 2. The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 Review of Applications for Progress Payments

- A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.

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1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.
2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.
3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 *Amount and Timing of Progress Payments*

- A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.04 *Suspension of or Reduction in Payment*

- A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:
 1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and
 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

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10.05 *Final Application for Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, Engineer will issue to Buyer and Seller a notice of acceptance. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled Claims, and such other data and information as Buyer or Engineer may reasonably require.

10.06 *Final Payment*

- A. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Contract Documents, and that Seller's has fulfilled all other obligations under the Contract Documents, then Engineer will, within ten days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application for payment. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages to which Buyer is entitled.

10.07 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Seller against Buyer (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 – CANCELLATION, SUSPENSION, AND TERMINATION

11.01 *Cancellation*

- A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:
1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Contract for up to a maximum of ninety days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

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11.03 *Suspension of Performance by Seller*

- A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract; and,
 2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

11.04 *Breach and Termination*

A. Buyer's Breach:

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:
 - a. wrongful rejection or revocation of Buyer's acceptance of the Goods,
 - b. failure to make payments in accordance with the Contract Documents, or
 - c. wrongful repudiation of the Contract.
2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. Seller's Breach:

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:
 - a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,
 - b. wrongful repudiation of the Contract, or
 - c. delivery or furnishing of non-conforming Goods and Special Services.
2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

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- b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 – LICENSES AND FEES**12.01 *Intellectual Property and License Fees***

- A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.
- B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 *Seller's Infringement*

- A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable 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 or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.
- B. In the event of suit or threat of suit for intellectual property infringement, Buyer will promptly notify Seller of receiving notice thereof.
- C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.
1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.
 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 *Buyer's Infringement*

- A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable 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 or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).
- B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Buyer.

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- C. Upon written notice from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.
1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.
 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written notice by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 *Reuse of Documents*

- A. Neither Seller nor any other person furnishing any of the Goods and Special Services under a direct or indirect contract with Seller shall: (1) 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 (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

12.05 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, copies of data furnished by Buyer or Engineer to Seller, or by Seller to Buyer or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 13 – DISPUTE RESOLUTION

13.01 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.

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- B. Buyer and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Buyer or Seller:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 14 – MISCELLANEOUS14.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if: 1) delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or 2) if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Point of Destination is located.
- B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.03 *Computation of Time*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.04 *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 Documents, and 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.

14.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Goods and Special Services and termination or completion of the Agreement.

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14.06 *Entire Agreement*

- A. Buyer and Seller agree that this Agreement is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified, or amended except in writing signed by an authorized representative of both parties

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions for Procurement Contracts, EJDC P-700 (2010 Edition), and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Add the following terms and definitions to Article 1:

Engineer – The Engineer is further defined as Keller Associates Inc., 131 SW 5th Avenue, Meridian, ID 83642.

Buyer – The Buyer is further defined as the City of Emmett.

Owner – The terms Owner and Buyer may be used interchangeably in the Contract Documents to refer to the same party.

Vendor – The terms Seller and Vendor may be used interchangeably in the Contract Documents to refer to the same party.

Installation Contractor – The Installation Contractor is further defined as the contractor responsible for installation of the Goods furnished under this project.

Construction Contractor – The terms Construction Contractor and Installation Contractor may be used interchangeably in the Contract Documents to refer to the same party.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.03 Delete Part A and add the following in its place:

A. Engineer shall furnish Seller one hard copy and one digital (PDF) copy of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

ARTICLE 4 – BONDS AND INSURANCE

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.E:

F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;

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3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (ii) by any other person for any other reason;
 5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- G. The policies of insurance so required by this Paragraph 4.02 to be purchased and maintained shall:
1. with respect to insurance required by Paragraphs SC-4.02.F.3 through SC-4.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) City of Emmett and Keller Associates, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 5.09 and 12.02.
 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Buyer and Seller and to each other additional insured identified in these Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Seller pursuant to Paragraph SC-4.02.I will so provide);
 6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 8.03;
 7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter); and

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8. with respect to any delegation of professional design services to Seller pursuant to Paragraph 5.10 of the General Conditions, include professional liability coverage by endorsement or otherwise.
- H. The limits of liability for the insurance required by Paragraph SC-4.02.F shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs SC-4.02.F.1 and F.2:
 - a. State: Statutory
 - b. Applicable Federal
(e.g., Longshoreman's): Statutory
 - c. Employer's Liability: Statutory
 2. Seller's General Liability under Paragraphs SC-4.02.F.3 through F.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:
 - a. General Aggregate \$1,000,000
 - b. Products - Completed
 - 1) Operations Aggregate \$1,000,000
 - c. Personal and Advertising
 - 1) Injury \$1,000,000
 - 2) Each Occurrence
(Bodily Injury and
Property Damage) \$1,000,000
 - d. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
 - e. Excess or Umbrella Liability
 - 1) General Aggregate \$2,000,000
 - 2) Each Occurrence \$2,000,000
 3. Automobile Liability under Paragraph SC-4.02.F.6:
 - a. Bodily Injury:
 - 1) Each person \$1,000,000
 - 2) Each Accident \$1,000,000
 - b. Property Damage:
 - 1) Each Accident \$1,000,000
 - c. Combined Single Limit of \$1,000,000

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- I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.
- J. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of non-conformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates or other evidence required by Paragraph SC-4.02.E. Seller shall provide such additional information in respect to insurance as Buyer shall reasonably request.

ARTICLE 5 – SELLER’S RESPONSIBILITIES

SC-5.04.A.2 Replace subparagraphs a) and b) with the following:

All requirements are satisfied as listed in Section 01 25 13 – Product Substitution Procedures.

SC-5.05.A Replace paragraph 5.05.A with the following:

- A. The Installation Contractor installing the Owner-furnished equipment specified in these Contract Documents shall be responsible for all taxes and duties (if any) arising out of the sale of the Goods and furnishing of the special services provided by the Seller.

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.E:

- F. Seller shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than two submittals. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Seller shall reimburse Buyer for Engineer’s charges for such time.
- G. In the event the Seller requests a change of a previously approved item, Seller shall reimburse Buyer for Engineer’s charges for its review time unless the need for such change is beyond the control of Seller.

SC-5.08.B Delete Paragraph 5.08.B in its entirety and insert the following in its place:

Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, including any samples approved by Engineer, and the Goods will meet the Buyer’s Technical Specifications. Engineer shall be entitled to rely on representation of Seller’s warranty and guarantee.

SC-5.08 Add the following new paragraph immediately after Paragraph 5.08.F:

- G. For warranties on Goods supplied by Seller to remain in effect, any replacement or addition of Goods to the system must be made using Goods approved in writing by Seller.

ARTICLE 6 – SHIPPING AND DELIVERY

SC-6.02.A Delete Paragraph 6.02.A in its entirety and insert the following in its place:

Seller shall deliver the Goods F.C.A. to the Point of Destination, or as otherwise specified in the Agreement for this contract, in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.

SC-6.02.E Delete Paragraph 6.02.E in its entirety and insert the following in its place:

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Partial deliveries and payment will be allowed. Seller shall be responsible for providing bill of sale or shipping receipt that allows Buyer to inventory each shipment.

SC-6.03.A Delete Paragraph 6.03.A in its entirety and insert the following in its place:

Risk of loss and insurable interests transfer from Seller to Buyer upon delivery of Goods to the Point of Destination.

ARTICLE 8 – BUYER’S RIGHTS

SC-8.02.B.2 Delete Paragraph 8.02.B.2 in its entirety and insert the following in its place:

Seller shall bear all costs for direct damages attributable to the removal and replacement of the non-conforming Goods as provided in paragraph 8.02.E.

SC-8.02.E Delete Paragraph 8.02.E in its entirety and insert the following in its place:

Seller shall pay all claims and costs for direct damages, including the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, or the obtaining of conforming Special Services from others.

SC-8.03.A Delete Paragraph 8.03.A in its entirety and insert the following in its place:

Seller’s responsibility for correcting all non-conformities in Goods and Special Services will extend for a period of one year after the substantial completion date for the construction project. *Substantial completion* is defined as “the time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.”

ARTICLE 10 – PAYMENT

SC-10.01. A Delete last sentence and insert: “Payment will be in accordance with Specification Section 01 30 10 – Schedule of Payments.”

SC-10.01.A.1 Delete Paragraph 10.01.A.1 in its entirety.

SC-10.01.A.2 Delete Paragraph 10.01.A.2 in its entirety.

SC-10.02.A.1 Delete Paragraph 10.02.A.1 in its entirety.

SC-10.02.A.2 Delete Paragraph 10.02.A.2 in its entirety.

ARTICLE 12 – LICENSES AND FEES

SC-12.04 Add the following new paragraph immediately after Paragraph 12.04.A:

Buyer shall not reuse any Drawings, Specification, other documents, or copies thereof produced by Seller for this project on any other project without written consent of Seller. Nothing herein shall preclude Buyer or Engineer from retaining copies of the Contract Documents for record purposes. This prohibition will survive termination or completion of the Contract.

-END OF SECTION-

TECHNICAL SPECIFICATIONS

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SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. It is required that there be furnished, in accordance with these Contract documents, Hawthorne Lift Station as set forth in these Technical Specifications.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Overview: The Work of this Contract comprises the supply and deliver of all materials (package lift station) to the project site as indicated in the contract documents. Technical assistance during installation, testing, startup, and operations training shall be provided as specified.

- B. Project Elements – The major project elements for the Hawthorne Lift Station project are listed below:

1. The Goods shall be delivered to the lift station site.
2. The Vendor shall provide submittals to Owner and Engineer per Section 01 30 00 – Vendor Submittals.
3. The Vendor shall provide field services during installation, testing, startup, and training per Section 01 43 33 – Vendor’s Field Services and Section 01 75 16 – Startup Procedures.
4. The Vendor shall furnish operation, maintenance, and technical manuals (Owner’s manuals) pertaining to the equipment supplied in accordance with Section 01 78 23 -Operation and Maintenance Data.

- C. **Work Not Included in this Contract:** Installation of the equipment to be furnished hereunder is not a part of this Contract.

1.3 CONTRACT METHOD

- A. The Work hereunder shall be furnished under a single lump sum Contract based on the bid schedule items. Payment shall be made in accordance with schedule of payments listed in Section 01 29 76 – Schedule of Payments.

1.4 CODES AND STANDARDS

- A. Where codes and standards are referred to, they are the current approved codes. It is the duty of the Vendor to obtain from its supplier any material on this work to submit evidence, if requested, that provided material is in compliance with the applicable codes and standards.

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1.5 STATE AND LOCAL LAWS

- A. Conform to all applicable State and local laws in carrying out obligations under the contract.

1.6 FACTORY REPRESENTATIVE

- A. Vendor shall provide the services of a qualified factory representative as specified in Section 01 31 13 – Project Coordination and Section 01 43 33 – Vendor’s Field Services. Such services shall include installation coordination, startup, operator training assistance and testing. Any services of the factory representative required because of deficiencies in materials and workmanship shall be borne by the Vendor.

1.7 EQUIPMENT FIELD TESTING

- A. After installation, all mechanical systems shall be tested for proper operation, efficiency, and capacity by the Installation Contractor and the Vendor, in the presence of the Owner and Engineer. Vendor's factory representative shall perform any final adjustments and inspection during this test. All parts shall operate satisfactorily in all respects. If any part of a unit shows evidence of unsatisfactory or improper operation during the test period, correction or repairs shall be made by the Vendor and the full test operation shall be repeated. The Installation Contractor will furnish all personnel, water, fuel, oil, grease, and all other necessary materials for conducting the test operations.
- B. All tests shall be performed during normal working hours.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 11 00

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SECTION 01 25 13 - PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This document describes the requirements for submission of product information and procedures for consideration of substitutions by Owner, including products proposed to be used by Vendor under "or equal" or "acceptable alternate" provisions.
- B. Where equipment, materials or process have been specifically named, it is the intention of the Engineer to use these items. If a Vendor desires to have an alternate considered, they are to provide the following information. It will be the responsibility of the Vendor to convince the Engineer that the alternate materials are equal and will perform the intended function at or above that of the specified equipment. The burden of proof is on the Vendor to convince the Engineer that the product is equal for the purpose of a particular function.
- C. Substitution or Alternative Product Options: The alternative materials shall be submitted to Engineer no less than 10 business days before the bid opening. Engineer shall evaluate the materials, and if Engineer approves the substitution, an addendum shall be issued allowing the equipment alternatives.

1.2 DEFINITIONS

- A. The word "Products," as used herein, is defined to include purchased items form incorporation into the Work, regardless of whether specifically purchased for the project or taken from Vendor's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operation parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including "specialties", "system", "structure", "finishes", "accessories", "furnishings", "special construction", and similar items, which are self-explanatory and have recognized meanings in the construction industry.
- B. Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying and erection of the Goods.

1.3 VENDOR'S OPTIONS

- A. For products specified only by reference standards, select any product meeting standards, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any product and manufacturer named.
- C. For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or equal" or "acceptable alternate" after specified product, Vendor must submit request, as required for substitution, for any product not specifically named.

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1. “Or-Equal” Items: if in the Engineer’s sole judgment an item of material or equipment proposed by Vendor is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by the Engineer as an “or-equal” item, in which case review and approval of the proposed item may in the Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purpose of the paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. It is at least equal in quality, durability, appearance, strength and design characteristics.
 - b. It will reliably perform at least equally well the function imposed by the design concept of the complete project as a functioning whole;
 - c. There is no increase in cost to the Owner, and
 - d. It will conform to the detailed requirements of the item named in the Contract Documents.

- D. For products specified by name, brand, model, etc., the Vendor shall provide information as required below for the Engineer to review and determine under their sole discretion that the product is acceptable.

1.4 SUBSTITUTIONS

- A. If in the Engineer’s sole judgment an item of material or equipment proposed by Vendor does not qualify as an “or-equal” item, it will be considered a proposed substitute item and subject to the review process.

- B. If Vendor wishes to furnish or use a substitute item of material or equipment, Vendor shall first make written application to the Engineer for review of a proposed substitute item of material or equipment. The application shall certify that the proposed substitute will perform adequately the function and achieve the results called for by the general design, be similar in substance to the specified and be suited to the same use that is specified.

- C. The procedure for review by the Engineer will include the following:
 1. If the Vendor wishes to provide a substitution item, the Vendor shall make written application to the Engineer.
 2. Unless otherwise provided by law or authorized in writing by the Engineer, the request shall be submitted within a 35-day period after award of the Contract.
 3. Wherever a proposed substitution item has not been submitted within said 35-day period, or wherever the submission of a proposed substitution material or equipment has been judged to be unacceptable by the Engineer, the Vendor shall provide the material or equipment indicated in the Contract Documents.
 4. The Engineer will evaluate each proposed substitution within a reasonable period of time.

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5. As applicable, no shop drawing submittals shall be made for a substitution item nor shall any substitution item be ordered, installed, or utilized without the Engineer's prior written acceptance of the Vendor's request.
 6. The Engineer will record the time required by the Engineer in evaluating substitutions proposed by the Vendor and in making changes by the Vendor in Contract Documents occasioned thereby.
- D. Vendor shall submit sufficient information as provided below to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and therefore an acceptable substitute therefore. Requests for review of proposed substitute items of materials or equipment will not be accepted by the Engineer from anyone other than the Vendor. Include the following minimum information in the application:
1. The Vendor shall certify that the proposed substitution will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as the specified.
 2. For products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature:
 - 1) Product description
 - 2) Performance and test data
 - 3) Reference standards
 3. Samples.
 4. Name and address of similar projects on which product was used and date of installation.
 5. All variations of the proposed substitute item for the specified shall be identified in the application and available engineering, sales, maintenance, repair and replacement service shall be indicated.
 6. The application shall state the extent, if any, to which the use of the proposed substitute will prejudice Vendor's achievement of delivery on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provision of any other direct contract with Owner for work on the project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.
 7. Relation to separate contracts.

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8. The application shall also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other sellers affected by any resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute item.
- E. In making request for substitution, Vendor shall:
1. Investigate proposed product or method and determine that it is equal or superior in all respects to that specified.
 2. Provide the same guarantee for substitution as for product or method specified.
 3. Coordinate installation of accepted substitution into work, making such changes as may be required for work to be complete in all respects.
 4. Waive all claims for additional costs related to substitution which consequently become apparent.
 5. Ensure cost data is complete and includes all related costs under this contract, but excludes:
 - a. Costs under separate contracts
 - b. Engineer's redesign
- F. Substitutions will not be considered if:
1. They are indicated or implied on shop drawings or project data submittals without formal request submitted in accord with Paragraph 1.05.
 2. Acceptance will require substantial revision of work.
- G. Vendor shall provide all data in support of any proposed substitute or "or-equal" at Vendor's expense.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 25 13

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SECTION 01 29 76 – SCHEDULE OF PAYMENTS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This Section defines the partial payment milestones and the corresponding payment amount, specified as a percent of the lump sum total contract price as submitted on Vendor's bid forms.

1.2 SCHEDULE OF PAYMENTS

- A. The schedule of payments, less retainage, for the supplying of the Goods and Special Services shall be based on the following schedule:

1.	Upon Approved Submittals	15%
2.	Upon Delivery of all Goods	60%
3.	After O&M Manual is Approved and Training Complete	10%
4.	Upon Successful Startup	10%
5.	Upon Final Completion	5%

- B. No payments shall be made beyond 80 percent until the Owner's Manuals have been received and approved by Owner.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 29 76

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SECTION 01 30 00 – VENDOR SUBMITTALS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Wherever submittals are required hereunder, all such submittals by the Vendor shall be submitted to the Engineer per schedule listed in the Agreement.
- B. Within 15 days after the date of commencement as stated in the Notice to Proceed, the Vendor shall submit the following items to the Engineer for review:
 - 1. A preliminary progress schedule indicating the starting date of manufacture and assembly, and shipping dates of the Goods.
 - 2. A preliminary schedule of Shop Drawings, Samples, and proposed Substitutes ("Or-Equal") submittals listed in the Bid.

1.2 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents, or where required by the Engineer, the Vendor shall furnish to the Engineer for review, five (5) copies, plus one electronic copy, of each shop drawing submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication, and installation drawings, erection drawings, list, graphs, catalog sheets, data sheets, and similar items.
 - 1. Whenever the Vendor is required to submit structural design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the project is to be built, unless otherwise directed.
- B. Verify that the material or equipment described in each submittal conforms to all requirements of the Specifications and drawings. All Vendor shop drawings submittals shall be carefully reviewed by an authorized representative of the Vendor, prior to submission to the Engineer. Each submittal shall be dated, signed, and certified by the Vendor, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the Engineer of any Vendor submittals will be made for any items which have not been so certified by the Vendor. All non-certified submittals will be returned to the Vendor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Vendor.

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- C. Where the detailed Specifications require specific submittal data, submit all data at the same time. A multiple page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer. Submittals are to be accompanied by the transmittal form attached at the end of this Section. The Engineer may return for resubmittal any information not accompanied by the specified transmittal form, properly completed.
1. Sequentially number the transmittal forms. Ensure that resubmittals have original number with an alphabetic suffix.
 2. A separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required.
- D. Except as may otherwise be indicated herein, the Engineer will return prints of each submittal to the Vendor with its comments. The Vendor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item. The Owner reserves the right to withhold monies due to the Vendor to cover additional costs of the Engineer's review beyond the second submittal.
- E. If copies of a submittal are returned to the Vendor marked "No Exceptions Taken" or "Furnish as Corrected", formal revision and resubmission of said submittal will not be required.
- F. If a submittal is returned to the Vendor marked "Revise and Resubmit" or "Rejected", the Vendor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.
- G. Fabrication of an item shall be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Vendor marked either "No Exceptions Taken" or "Furnish as Corrected." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the contract requirements.

1.3 EFFECT OF ACCEPTANCE OF VENDOR INFORMATION

- A. Acceptance by the Engineer of any drawings, method of work, or any information regarding materials or equipment the Vendor proposes to provide shall not relieve the Vendor of his responsibility for any errors therein and shall not be regarded as an assumption of risk or liability by the Engineer or Owner, or by any officer or employees thereof, and the Vendor shall have no claim under the contract on account of the failure or partial failure or inefficiency of any plan or method of work or material or equipment so accepted. Such acceptance shall be considered to mean merely that the Engineer has no objection to the Vendor using, upon his own full responsibility, the plan or method of work proposed, or providing the materials or equipment proposed.
- B. Approval of shop drawings by the Engineer is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. The Vendor is responsible for dimensions which shall be confirmed and correlated at the job site, fabrication process and techniques of construction, coordination of his work with that of all other trades and the satisfactory performance of his work.

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1.4 DEVIATIONS FROM CONTRACT

- A. If the Vendor proposes to provide material or equipment which does not conform to all of the Specifications and Drawings, the transmittal form accompanying the submittal copies shall indicate under "comments" the deviations.

1.5 PRODUCT DATA AND SAMPLES

- A. Where required in the Specifications and as determined by the Engineer, test specimens or samples of materials, appliances and fittings to be used or offered for use in connection with the work shall be submitted to the Engineer at the Vendor's expense, with information as to their sources, with all freight charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.
- B. All samples and test specimens are to be submitted in ample time to enable the Engineer to make any tests or examinations necessary, without delay to the work. The Vendor will be held responsible for any loss of time due to the neglect or failure to deliver the required samples to the Engineer as specified.
- C. Samples may also to be taken during the course of the work, as required by the Engineer.
- D. Laboratory tests and examinations that the Owner elects to make will be made at no cost to the Vendor, except that, if a sample of any material or equipment proposed for use by the Vendor fails to meet the Specifications, the cost of testing subsequent samples will be borne by the Vendor.
- E. All tests required by the Specifications to be performed by an independent laboratory are to be made, and the samples therefore furnished shall be at the sole expense of the Vendor.
- F. Material used in the work is to conform to the submitted samples and test certificates as approved by the Engineer.

1.6 VENDOR'S SCHEDULES

- A. Within 15 calendar days after the Commencement Date in the Notice to Proceed, the Vendor shall furnish the Owner and the Engineer a schedule showing the dates that manufacturing and assembly is to start and shipment is to commence. This schedule shall be developed and followed to ensure the timely review and approval of shop drawings, and delivery of the equipment. The schedule shall be subject to the Engineer's review and Vendor resubmittal of the schedule shall be as required by the Engineer.

1.7 OWNER'S OPERATIONS AND MAINTENANCE MANUAL

- A. Refer to requirements in Section 01 78 23 – Operation and Maintenance Data.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 30 00

VENDOR SUBMITTALS

01 30 00 - 3

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STANDARD SUBMITTAL FORM

DATE: _____ SUBMITTAL NO. _____

FROM: _____ TO: _____
(To be completed afterward)

Vendor: _____ This is: (Check one)

_____ An Original Submittal _____

_____ A 2nd Submittal _____

_____ A ___ Submittal _____

Previous Submittal Nos. _____

No. of Submittal Copies _____

<u>SPECIFICATION OR SUBJECT OF SUBMITTAL</u>	<u>EQUIPMENT DESIGNATION</u>	<u>DRAWING REFERENCE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

We have verified that this submittal contains all applicable material and information required for evaluation against the project Specifications. Furthermore, we submit these items, which comply with the Drawings and Specifications (check one):

___ With no exceptions

___ Except for the following deviations

<u>NO.</u>	<u>DEVIATIONS</u>
_____	_____
_____	_____
_____	_____

Vendor's Authorized Representative

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SECTION 01 31 13– PROJECT COORDINATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Equipment Vendors shall accommodate the overall design and construction schedule by submitting shop drawings of proposed equipment to Engineer as outlined in Section 01 30 00 – Vendor Submittals. In addition, special services requiring the manufacturer’s assistance will require interface with the Engineer and timely submittals to maintain design and construction schedule.
- B. During the engineering and manufacturing of the Goods, the interface will be between each Vendor, the Engineer, and the Owner as stated in the contract documents.
- C. Before and during the installation and startup of the Goods, the Vendor shall be interfacing with both the Engineer and the Installation Contractor or Owner. It is understood that direct interface between the Vendor and Installation Contractor or Owner will be required. However, it is the Vendor’s responsibility to keep the Engineer informed of all Information passing between itself and the Installation Contractor or Owner. Therefore, the Vendor shall send copies of all letters, drawings, telephone notes, etc. exchanged between itself and the Installation Contractor or Owner, to the Engineer.
- D. Any notice, order, request, or other communication shall be given in accordance with the provisions of the contract documents. Any notice sent by first-class mail shall be deemed to have been given two days after the day of mailing.
- E. Work by Owner and Others: The Vendor shall fully cooperate and coordinate its activity with the activities of the Owner, Installation Contractor, and other contractors so that work on the entire scheme of development may be performed with utmost speed consistent with good practice.

1.2 VENDOR SUBMITTALS

- A. The Vendor shall submit a startup plan to Engineer in accordance with Section 01 30 00 - Vendor Submittals at least 60 days prior to scheduled startup date indicated by Installation Contractor or Owner. The startup plan shall include the following:
 - 1. Equipment testing schedule.
 - 2. Performance testing.
 - 3. Instrumentation calibration and alarm review.
 - 4. Programmable logic controller verification and testing.
 - 5. Develop on-going approach to move equipment from startup to full operational status.
- B. The start-up plan shall satisfy requirements listed in Section 01 75 16 – Startup Procedures.

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PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 31 13

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SECTION 01 42 13 - ABBREVIATIONS AND ACRONYMS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various international, national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these Specifications, the following acronyms or abbreviations which may appear in these Specifications shall have the meanings indicated herein.

1.2 ABBREVIATIONS

1.3 ACRONYMS

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association

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ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association (or) American Parquet Association, Inc.
API	American Petroleum Institute
APWA	American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWCI	American Wire Cloth Institute
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators
BHMA	Builders Hardware Manufacturer's Association
CBM	Certified Ballast Manufacturers
CDA	Copper Development Association
CEMA	Conveyors Equipment Manufacturer's Association

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CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturer's Institute
CLPCA	California Lathing and Plastering Contractors Association
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DCDMA	Diamond Core Drill Manufacturer's Association
DEQ	Department of Environmental Quality
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
DOE	Department of Ecology
DWR	Department of Water Resources
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
EPA	Environmental Protection Agency
FCI	Fluid Controls Institute
FM	Factory Mutual System
FPL	Forest Products Laboratory
HI	Hydronics Institute (or) Hydraulics Institute
HPMA	Hardwood Plywood Manufacturers Association
IAPMO	International Association of Plumbing and Mechanical Officials
IBC	International Building Code
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IFC	International Fire Code
IME	Institute of Makers of Explosives

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IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISDSI	Insulated Steel Door Systems Institute
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ISPWC	Idaho Standards for Public Works Construction
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
MIL	Military Standards (DoD)
MPTA	Mechanical Power Transmission Association
MSS	Manufacturers Standardization Society
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
NAGDM	National Association of Garage Door Manufacturers
NB	National Board of Boiler and Pressure Vessel Inspectors (alternate NBBPVI)
NBS	National Bureau of Standards (Now NIST)
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association (or) National Fluid Power Association (or) National Forest Products Association
NISO	National Information Standards Organization
NLGI	National Lubricating Grease Institute
NMA	National Microfilm Association

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NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PPI	Plastics Pipe Institute
RCRA	Resource Conservation and Recovery Act
RIS	Redwood Inspection Service
RMA	Rubber Manufacturers Association
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SDI	Steel Door Institute
SMA	Screen Manufacturers Association
SMACCNNA	Sheet Metal and Air Conditioning Contractors National Association
SPI	Society of the Plastics Industry, Inc.
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation
SSA	Swedish Standards Association
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
TIA	Telecommunications Industries Association

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UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WEF	Water Environment Federation
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 42 13

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SECTION 01 42 19 - REFERENCE STANDARDS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever Specification references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids shall apply. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all work specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents:
1. References herein to "Building Code" shall mean current International Building Code (IBC).
 2. References to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean International Mechanical Code, Uniform Plumbing Code and International Fire Code of the International Conference of the Building Officials (ICBO).
 3. "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA).
 4. The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the Work is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- B. In case of conflict between codes, reference standards, drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or furnishing labor. The Vendor shall bid for the most stringent requirements.
- C. The Vendor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein.

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PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 42 19

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SECTION 01 43 33 – VENDOR’S FIELD SERVICES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Vendor shall furnish erection assistance as required for consultation at the job site during installation of all equipment. The Vendor shall also furnish qualified personnel for inspection testing and startup of the finished installation and training of operational personnel.
- B. Each Vendor’s representative for the equipment specified herein shall be present at the job site and/or classroom designated by the Owner for a minimum number of workdays for service in the schedule listed below:

Schedule of Field Service Representative On Site Time		
Service	On Site Time	Trips to Site
Sanitary Sewer Lift Station	3 days	1
Field Testing, Startup and Instruction of personnel	1 days	1

- C. The Bid shall include all associated expenses incurred by the technical representative during the jobsite visits.
- D. Excluded from this time requirement shall be travel time, time spent at the table during shipping of equipment, time spent at the jobsite correcting any fabrication or manufacturing errors, and time spent preparing and operating the equipment to meet performance requirements.
- E. Work Day: For all specifications, a “workday” and a “calendar day” shall both be defined as an eight (8) hour work period onsite, excluding all travel time to and from the site.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION

- 3.1 Vendor’s services shall conform to the requirements of Section 01 31 13 – Project Coordination with the following additional requirements:
- A. At least 30 working days prior to equipment startup, the Vendor shall submit a detailed resume with appropriate qualifications of each individual proposed as a technical representative. Substitution of an accepted individual shall require notification and resume submittal at least 10 working days prior to the involvement and shall be subject to the Engineer’s review and acceptance. Minimum qualifications include previous startup experience at a minimum of two (2) projects with similar equipment.

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- B. Startup services and training of Owner's personnel shall be at such times as requested by the Owner. The Vendor shall submit an overall training plan and a detailed lesson plan for each training activity at least 7 working days prior to the training. The Owner shall notify the Vendor of the actual startup date, at least 15 working days prior to the startup date.
- C. All Vendor on-site work hours shall be coordinated with the Owner.
- D. Training sessions shall be performed between 8:00 a.m. and 2:30 p.m. Training sessions may be performed in the same day; however, no training session for a single group shall last more than 4 hours.
- E. The Vendor shall videotape all training sessions and provide a copy to Owner for continuing operator training.
- F. A Vendor shall not be paid for field startup services which are unauthorized or made necessary due to delays, omissions, errors, or defects for which that Vendor is responsible.
- G. Each Vendor's erection supervisor(s) shall not assume executive charge of such work, but shall provide necessary direction so that the Owner, to the extent it follows the recommendations of each Vendor, shall be relieved for any claims by each Vendor when failure is due to erection, startup and operation during the employment of Vendor's Service Representative.

3.2 TESTING

- A. The equipment shall not be considered ready for testing until the following conditions are satisfied:
 - 1. Manufacturer's certification of equipment installation has been submitted to the Engineer.
 - 2. Related Owner's Operation and Maintenance Manual and Final Shop Drawing have been accepted by the Engineer.
 - 3. All required leakage tests, electrical tests, and electrical adjustments have been completed to the satisfaction of the Engineer.
 - 4. All safety devices and equipment are installed, fully functional, adjusted, and tested.
- B. All testing shall be witnessed by the Owner or Engineer to be considered valid.
- C. Each Vendor shall provide all materials, labor and equipment to prepare all equipment furnished under the Contract to be brought online. Each Vendor's scope for field services is limited to supporting the equipment supplied and installed, under this procurement Contract.

END OF SECTION 01 43 33

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SECTION 01 45 00 - QUALITY CONTROL

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Specific quality control requirements for the Work are indicated throughout the Contract Documents. The requirements of the Section are primarily related to performance of the Work beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.
- B. The Work shall be inspected and tested according to the requirements stated in Article 14 of the General Conditions.

1.2 SUBMITTALS

- A. Submit testing results in accordance with Section 01 30 00 – Vendor Submittals.
- B. For Engineer and Owner approval, the Vendor shall submit testing laboratory's qualifications and certifications prior to entering into a contractual agreement to perform quality control testing and inspection work.
- C. Reports of testing will be submitted to the Engineer indicating observations and results in test and indicating compliance or non-compliance with Contract Documents. It is the responsibility of the Vendor to ensure these submittals are provided in a timely manner to reduce cost impact of potential removal of defective work.

1.3 INSPECTION AT PLACE OF MANUFACTURE

- A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture.
- B. The presence of the Engineer at the place of manufacturer, however, shall not relieve the Vendor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the Vendor and said duty shall not be avoided by any act or omission on the part of the Engineer.

1.4 RIGHT OF REJECTION

- A. The Engineer may reject portions of the Work as provided in Article 14 of the General Conditions.

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PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Inspection: The Vendor shall inspect materials or equipment upon their arrival on the job site and immediately prior to installation and reject damaged and defective items.

- B. Measurements: The Vendor shall verify measurements and dimensions of the work as an integral step of starting installation.

END OF SECTION 01 45 00

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SECTION 01 65 00 – PRODUCT DELIVERY REQUIREMENTS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The required delivery date for the Goods shall be as set forth in these Contract Documents and approved by the Engineer.

1.2 EQUIPMENT DELIVERY

- A. The Vendor shall deliver the Goods to the Installation Contractor or Owner as necessary to meet the approved schedule. The Vendor shall be prepared to ship the Goods from the storage location or Vendor plant within seven (7) calendar days of Vendor's receipt of written notice from the Engineer or Installation Contractor or Owner to ship.
 - 1. The Vendor shall include the cost of shipment of all equipment associated with the Goods to the Point of Destination for the Installation Contractor or Owner in its lump sum bid.
 - 2. The Vendor shall notify the Owner five (5) working days prior to shipment of the equipment, of the details of the shipping schedule.
 - 3. The Vendor shall prepare all articles and materials for shipment in such a manner as to protect them from damage in transit. The Vendor shall be responsible for and make good any and all damage due to improper preparation and loading or unloading for shipment and shall ship to the location(s) designated herein.
 - 4. Goods shall be unloaded by the Installation Contractor or Owner at the site. The Vendor shall provide detailed instructions for off-loading and storage of equipment. The Vendor is hereby notified that all truck unloading activities may occur immediately upon receipt of shipment, and that the unloading activity will not be delayed to accommodate the schedule of the individual(s) designated by the Vendor to supervise unloading. The Vendor shall supply all special tools, slings, and components necessary for unloading Vendor's equipment. Such tools, slings, and components shall be included with the shipment in a separate, clearly marked container. Any articles or materials that might otherwise be lost shall be boxed or wired in bundles and plainly marked for identification.
 - 5. The Vendor shall obtain All Risk Transit Insurance covering the value of the materials and equipment being transported to the Project site. This shall include ocean cargo coverage as applicable.
- B. The Vendor will arrange to have the Goods delivered to the project site between 8:00 A.M. and 3:30 P.M., Monday to Friday, except statutory holidays. The Owner shall not be responsible for Goods delivered outside the acceptable time for delivery.

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1.3 DELAYED DELIVERY

- A. The Owner shall have the right to delay delivery of the Equipment by a period of one month from the original delivery date in order to match the estimated construction dates. Any such delay shall not increase cost to the Owner. If such notification is provided to the Vendor, the Vendor shall provide the Engineer for approval the revised delivery dates for the Equipment.

- B. If delayed delivery notification is provided to the Vendor, the Vendor may at its sole discretion, fabricate equipment per original schedule and securely store and maintain the Equipment at a single location and delivered to site per revised schedule. Such location shall be previously approved in writing by the Engineer at least thirty (30) calendar days in advance. This location shall be indoors at the Vendor's factory or a bonded warehouse.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 65 00

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SECTION 01 75 16 – STARTUP PROCEDURES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Equipment testing and startup are requisite to satisfactory completion of the contract and, therefore, shall be completed within the contract time.
- B. The Vendor shall coordinate with the Owner all work necessary for the successful operation of all equipment.
- C. During all equipment startup and acceptance test periods, the Owner shall ensure that experienced, trained, and qualified personnel are onsite at all times to oversee and safeguard such testing and operations.

1.2 SUBMITTALS

- A. Testing and Startup Plan: Not less than 60 days prior to startup, the Vendor shall submit for review a detailed Testing and Startup Plan. The Plan shall include schedules for equipment certifications, submittal of final Owner's Manuals, training of the Owner's personnel, electrical testing, and a detailed schedule of operations to achieve successful equipment plant testing, startup, and performance and acceptance testing. The Plan shall include test checklists and data forms for each item of equipment and shall address coordination with the Owner's staff. The Vendor and Owner shall revise the Plan as necessary based on review comments.
- B. System Outage Requests: Request for shutdown of on-line systems as necessary to test or start up equipment. Shutdown requests must be submitted at least two weeks prior to shutdown and shall be approved by the Owner.
- C. Records and Documentation:
 - 1. Submit documentation that the equipment has been properly installed, is in accurate alignment, is free from undue stresses from connecting piping and anchoring, and has operated satisfactorily under full load conditions.

PART 2 - PRODUCTS NOT USED

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PART 3 - EXECUTION

3.1 GENERAL

- A. Prior to scheduling any operations testing, the Vendor shall have previously furnished the Owner's Manuals required under Section 01 78 23 – Operation and Maintenance Data.
- B. The Vendor shall coordinate the scheduling of all operations testing. The Vendor is advised that the Engineer and the Owner's operating personnel will witness operations testing and that the equipment supplier's representative shall be required to instruct the Owner's operating personnel in correct operation and maintenance procedures.
- C. The Vendor shall notify the Engineer at least 7 days in advance for testing installed equipment.

3.2 FACTORY ACCEPTANCE TESTING

- A. The Vendor shall be responsible for conducting a factory acceptance test and achieving Engineer approval as to the outcome of the test prior to the field installation of the equipment, if required by the specifications for the equipment.
- B. The Vendor is advised that the Engineer and the Owner's operating personnel may witness factory testing.
- C. The Vendor shall be responsible for scheduling all factory acceptance testing. The Vendor shall coordinate the factory acceptance testing schedule with the Engineer at least 1 week in advance.
- D. Factory acceptance testing shall be conducted per the requirements in the equipment specifications.

3.3 EQUIPMENT INSTALLATION AND TESTING

- A. The Vendor shall arrange to have the manufacturer's representative revisit the job site as often as necessary until any and all trouble is corrected, and the equipment installation and operation are satisfactory to the Vendor and Engineer.
- B. The Vendor shall require that each manufacturer's representative furnish to the Engineer a written certification addressed to the Owner certifying that the equipment has been properly installed and lubricated, is in accurate alignment, is free from any undue stress imposed by connecting piping or anchor bolts, and has been operated satisfactorily and tested under full-load conditions.

END OF SECTION 01 75 16

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Comply with requirements stated in conditions of the contract and in Specifications for administrative procedures in closing out the Work.
- B. Satisfy conditions of the contract, fiscal provisions, legal submittals, and additional administrative requirements.

1.2 FINAL SUBMITTALS

- A. The Vendor, prior to requesting final payment, shall obtain and submit the following items to the Engineer for transmittal to the Owner:
 - 1. Written guarantees, where required.
 - 2. Owner's Operation and Maintenance Manuals as specified in Section 01 78 23 - Operation and Maintenance Data.
 - 3. New permanent cylinders and key blanks for all locks.
 - 4. Maintenance stock items, spare parts, and special tools.
 - 5. Certificates indicating that all tests and activities required by Section 01 75 16 - Startup Procedures have been successfully completed to the satisfaction of the Engineer.
 - 6. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.3 MAINTENANCE AND GUARANTEE

- A. The Vendor shall comply with the maintenance and guarantee requirements contained in the General Conditions.
- B. The Vendor shall make all repairs and replacements promptly upon receipt of written order from the Owner. If the Vendor fails to make such repairs or replacements promptly, the Owner reserves the right to do the Work and the Vendor and its surety shall be liable to the Owner for the cost thereof.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 77 00

CLOSEOUT PROCEDURES

01 77 00 - 1

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SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Vendor shall submit technical operation and maintenance information for each item of mechanical and electrical equipment in an organized manner in the Owner's Manual. It shall be written so that it can be used and understood by the Owner's operation and maintenance staff. The Owner's Manual information shall also be submitted in electronic format using a USB flash drive.

1.2 OWNER'S MANUAL

- A. The Owner's Manual shall include the following for each item of mechanical and electrical equipment (as applicable):
1. Equipment Summary: A summary table shall include the equipment name and equipment number, the manufacturer's model number, serial number, and other nameplate information specific to the equipment provided.
 2. Operational Procedures: Manufacturer-recommended procedures on the following shall be included:
 - a. Installation
 - b. Adjustment
 - c. Startup
 - d. Location of controls, special tools, equipment required, or related instrumentation needed for operation
 - e. Operation procedures
 - f. Load changes, Calibration, Shutdown
 3. Troubleshooting, Disassembly, Reassembly
 - a. Realignment
 - b. Testing to determine performance efficiency
 - c. List of all electrical relay settings including alarm and contact settings

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4. Preventive Maintenance Procedures:
 - a. Procedures: Preventive maintenance procedures shall include all manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by leaving the equipment in place.
 - b. Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.
 5. Parts List and Drawings:
 - a. Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.
 - b. Drawings: Cross-sectional or exploded view drawings shall accompany the part list.
 6. Wiring Diagrams: Include complete internal and connection wiring diagrams for electrical equipment items.
 7. Shop Drawings: Include approved shop or fabrication drawings, complete with dimensions. Include performance curves for pumps furnished.
 8. Safety: This part describes the safety precautions to be taken when operating and maintaining the equipment or working near it.
 9. Documentation: All equipment warranties, affidavits, and certifications required by the Technical Specifications shall be placed in this part.
 10. Spare Parts: This part shall contain spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall be limited to those spare parts which each manufacturer recommends be maintained by the Owner in inventory at the plant site. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to facilitate the Owner in ordering. The Vendor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents.
- B. If manufacturer's standard brochures and manuals are used to describe operating and maintenance procedures, modify such brochures and manuals to reflect only the model or series of equipment used on this project and features provided. Cross out neatly or remove extraneous material, or otherwise annotate or eliminate.

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1.3 TRANSMITTAL PROCEDURE

- A. Provide three (3) original paper copies and one (1) electronic copy in PDF format of all operating and maintenance information. For ease of identification, label each manufacturer's brochure and manual with the equipment name. Organize the information in 3-ring binders and use an indexing feature within the PDF submission, in numerical order, per specification section number. Include in the manuals a table of contents and tab sheets to permit easy location of desired information. Each binder shall include a cover sheet and spine label giving the project name, Engineer's project number, and Vendor name and contact information.
- B. The Vendor shall submit to the Engineer three identical Owner's Manuals a minimum of 90 calendar days prior to the scheduled startup of the equipment.
- C. The Engineer will review the Owner's Manuals within 30 days following their receipt by the Engineer. The Vendor shall then make any corrections and changes noted and compile all the corrected Owner's Manuals for final submittal to the Engineer.

1.4 PAYMENT

- A. Acceptable operating and maintenance information for the project must be delivered to the Engineer prior to the project being 75 percent complete or at least two weeks prior to startup of any equipment. Progress payments for work in excess of 75 percent completion or 2 weeks prior to startup will not be made until the specified acceptable operating and maintenance information has been delivered to the Engineer.

1.5 FIELD CHANGES

- A. Following the acceptable installation and operation of an equipment item, the item's instructions and procedures are to be modified and supplemented to reflect any field changes or information requiring field data.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 78 23

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SECTION 26 05 00 – ELECTRICAL, GENERAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections apply to all of Division 26 Specifications. This Specification Section applies to all Division 26 Specifications and Electrical Drawings.
- B. Division 26 Contractor shall review all other division specifications and drawings for additional requirements.

1.2 QUALITY ASSURANCE

- A. Comply with latest NEC, NFPA, UBC, UFC, UL and applicable Local and State Codes. Also comply with Utility Company regulations and industry standards and these Drawings.
- B. Work shall be done by only trained, licensed and experienced workmen familiar with the requirements.
- C. All microprocessor based equipment and software with equipment shall utilize 4 digits for the year part of all dates. A two digit date shall be an option for printing at Owner's preference.

1.3 EXTENT OF DRAWINGS / SPECIFICATION

- A. Drawings indicate intent and general layout of electrical systems for the Project. Drawings are partly diagrammatic and do not indicate all fittings and accessories which may be required. Provide such fittings and accessories as required to form a complete and operating system in general conformance with Specifications and Drawings.

1.4 PRIOR APPROVALS

- A. Unless directed otherwise by Division 1, all products submitted for prior approval shall be received by the Engineer 10 business days prior to Bid. Supply technical data, photometrics and dimensional Drawings showing that substitutes are equal to product specified. Faxed prior approvals will not be accepted.

1.5 DISCREPANCIES

- A. Prior to submitting Bid, Contractor shall refer any apparent discrepancies or omissions to Engineer for clarification. The more stringent provisions shall take precedence where codes, Specifications and Drawings differ with one another. The Contractor shall Bid the more expensive requirement, unless discrepancy is addressed by Addendum prior to Bid.

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1.6 TEMPORARY LIGHTING/POWER

- A. Provide temporary electrical power and lighting for all trades that require service during the course of this Project. Provide temporary service and distribution as required. Provide temporary power for all electrical equipment that will need to be installed due to the phased construction of this project. Comply with the NEC and OSHA requirements. Energy Costs by General Contractor.

1.7 SHOP DRAWING SUBMITTALS

- A. General: Follow the procedures specified in Section 01 33 00 – Submittal Procedures. Submit for final and official approval through the General Contractor.
- B. Provide the number of electrical related Shop Drawings, product data, and samples submitted, to allow for required distribution plus two copies of each submittal required, which will be retained by the Electrical Consulting Engineer.
1. Engineer - 2 copies.
 2. Owner - 2 copies.
 3. Subcontractor - Copies as required.
- C. All Shop Drawings shall be bound in Duo-Tang, Mead, or equivalent folders. Provide title sheet for each Specification Section indicating the Specification number and name. Copies of price list sheets not acceptable. Manufacturer's name and address must appear on each sheet.

1.8 SEQUENCING AND SCHEDULING

- A. Coordinate electrical equipment installation with other building components.
- B. Arrange for chases, slots, and openings in building structure during progress of construction to allow for electrical installations.
- C. Coordinate installing required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- D. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning prior to closing in the building.
- E. Coordinate connecting electrical service to components furnished under other Sections.
- F. Coordinate connecting electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Coordinate requirements for access panels and doors where electrical items requiring access are concealed by finished surfaces.

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1.9 SUBSTANTIAL COMPLETION

- A. At Substantial Completion of Project, be ready to demonstrate the following list of items below. If this is not possible, inform the General Contractor and Engineer no less than 1 week prior to Engineer's visitation of the site for Substantial Completion.
- B. Demonstrate the operation and test of the emergency lighting system.
- C. Demonstrate the main service ground, bonding to neutral and resistance readings obtained at time of installation. This will involve having some covers removed from the main panels at the time of the Engineer's visitation.
- D. All electrical systems and items specified shall be installed and operational.
- E. Demonstrate exterior lighting controls.
- F. Demonstrate the operation of all emergency power systems including generators, uninterruptible power supplies and inverter systems.
- G. Demonstrate compliance with IEEE 519 for harmonic distortion within "Idaho Power Company's" distortion limit requirement of "8%". Distortion limits apply to the entire plant load measured at the primary meter. This point in the system shall be defined as the point of common coupling (PCC). Meeting these requirements is a condition of service and a requirement of this project.

1.10 RECORD DOCUMENTS

- A. Prepare Record Documents in accordance with the requirements in Section 01 77 00 – Closeout Procedures. In addition to the requirements specified in Division 1, indicate the following installed conditions:
- B. Actual location of all electrical service gear/feeders, panel/motor/special equipment feeders, all major underground or underslab conduits, all conduit stubs for future use, any change in branch circuitry from Drawings, key junction boxes and pull boxes not indicated on Drawings, any control locations or indicator lights not shown on Drawings.
- C. Addendum items, Change Order items and all changes made to Drawings from Bidding phase through to Project completion.
- D. Actual equipment and materials installed. Where manufacturer and catalog number are indicated on Drawings, generally or in fixture or equipment schedules, change to reflect actual products installed.
- E. Change service panel and branch panel breaker locations and schedules to reflect actual installed conditions.

1.11 MAINTENANCE MANUALS

- A. Prepare maintenance manuals in accordance with Section 01 77 00 – Closeout Procedures. In addition to the requirements specified in Division 1 assemble O & M Manuals as follows:

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1. Compile Operating and Maintenance Manuals for the electrical systems and equipment. The manuals shall be provided to the Engineer for approval complete and at one time, prior to requesting final payment. Partial or separate data will be returned for completion.
2. Manuals shall be assembled in three-ring binders. Binders shall be 3 inch thick or less and have slip sleeve jacket on binder side and front. More than one binder shall be used for each set of data if required to prevent overfilling of one binder. All information shall be arranged in Sections and each Section shall have a blank buff colored, heavy paper divider with a protruding tab clearly labeled. Sections shall be arranged in the same order that the equipment is listed in the Specification and each Specification section shall have a separate tab. Shop Drawings which are larger than 8-1/2-inch by 11 inch shall be individually folded so they are 8-1/2-inch by 11 inch or less and inserted behind the appropriate tab.
3. Tabs shall be labeled and arranged as follows:
 - a. Index: Furnish under the first tab an index of Sections listing name of Section and Specification numbers.
 - b. Equipment Manufacturers: Furnish under the second tab a complete typed list of equipment suppliers and manufacturers representative including type of equipment, name, address and phone number. The company listed here should be the one which could furnish replacement parts and offer technical information about the equipment.
 - c. Product Literature: Each tab, starting with the third shall contain the name of a Specification Section. Behind each tab shall be the previously submitted and approved Shop Drawing, factory published operation and maintenance instructions and parts lists. Also include description of function, normal operating characteristics and limitations, engineering data and tests, and complete nomenclature and commercial numbers of replacement parts. Manufacturer's printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions. Servicing instructions and lubrication charts and schedules.
4. Upon completion and approval of the booklets, one copy shall be given to the Architect, and two to the Owner. Using the booklet, the Electrical Contractor shall explain in detail and instruct the Owner's operating personnel in the correct operation and maintenance of the equipment.

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PART 2 - PRODUCTS

2.1 NAMEPLATES

- A. Engraved Plastic Nameplates: Engraving stock, melamine plastic laminate, minimum 1/16-inch thick for signs up to 20 sq. in. and 1/8-inch thick for larger sizes.
 - 1. Engraved legend with white letters on black face.
 - 2. Punched or drilled for mechanical fasteners.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION REQUIREMENTS

- A. Install components and equipment to provide the maximum possible headroom where mounting heights or other location criteria are not indicated.
- B. Install items level, plumb, and parallel and perpendicular to other building systems and components, except where otherwise indicated.
- C. Install equipment to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
- D. Color-Coding of Secondary Phase Conductors: Use the following colors for service, feeder and branch-circuit phase conductors:
 - 1. 208/120-V Conductors:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - d. Neutral: White.
 - e. Ground: Green.
 - 2. 480/277-V Conductors:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - d. Neutral: Gray.
 - e. Ground: Green.

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3. Factory apply color the entire length of conductors, except the following field-applied, color-coding methods may be used instead of factory-coded wire for sizes larger than No. 10 AWG:
 - a. Colored, pressure-sensitive plastic tape in half-lapped turns for a distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Use 1 inch wide tape in colors specified. Adjust tape bands to avoid obscuring cable identification markings.
- E. Apply warning, caution, and instruction signs as follows:
 1. Warnings, Cautions, and Instructions: Install to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.
 2. Emergency Operation: Install engraved laminated signs with white legend on red background with minimum 3/8-inch high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.
- F. Equipment Identification Labels: Engraved plastic laminate. Install on each unit of equipment, including central or master unit of each system. This includes power, lighting, communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification. Unless otherwise indicated, provide a single line of text with 1/2-inch high lettering on 1-1/2 inch high label; where two lines of text are required, use labels 2 inches high. Use white lettering on black field. Apply labels for each unit of the following categories of equipment using mechanical fasteners:
 1. Panelboards, electrical cabinets, and enclosures.
 2. Access doors and panels for concealed electrical items.
 3. Electrical switchgear and switchboards.
 4. Emergency system boxes and enclosures.
 5. Disconnect switches.
 6. Enclosed circuit breakers.
 7. Motor starters.
 8. Push-button stations.
 9. Power transfer equipment.
 10. Contactors.
 11. Remote-controlled switches.

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12. Control devices.
 13. Transformers.
 14. Battery racks.
 15. Power-generating units.
- G. For panelboards, provide framed type circuit schedules with identification of items controlled by each breaker. Indicate room numbers of items controlled or room name where appropriate for Owners convenience. Final schedules shall be typed or printed for clarity. Hand written schedules are not acceptable. Schedules shall be posted inside each panel door mounted in transparent card holder upon project completion.

END OF SECTION 26 05 00

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SECTION 26 36 00 - TRANSFER SWITCHES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. This Section includes transfer switches rated 600 V and less, including the following:
 - 1. Manual transfer switches.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals. In addition to items specified in Section - 01 78 23 - Operation and Maintenance Data, include the following:
 - 1. Features and operating sequences, manual only.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Maintain a service center capable of providing training, parts, and emergency maintenance repairs within a 100-mile radius of project location.
- B. Source Limitations: Obtain transfer switches through one source from a single manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with NFPA 70.
- E. Comply with UL 1008 unless requirements of these Specifications are stricter.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or equal:
1. Manual Transfer Switches:
 - a. Emerson; ASCO Power Technologies, LP.
 - b. Onan/Cummins Power Generation; Industrial Business Group.
 - c. Or equal

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- E. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are not acceptable.
 2. Switch Action: Double throw; mechanically held in both directions.
 3. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
- F. Neutral Terminal: Solid and fully rated, unless otherwise indicated.
- G. Heater: Equip switches exposed to outdoor temperatures and humidity, and other units indicated, with an internal heater. Provide thermostat within enclosure to control heater.
- H. Enclosures: General-purpose NEMA 250, Type 3R, complying with NEMA ICS 6 and UL 508, unless otherwise indicated/required.

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2.3 SOURCE QUALITY CONTROL

- A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Perform dielectric strength test complying with NEMA ICS 1.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Identify components according to Section 26 05 00 – Electrical, General.

3.2 CONNECTIONS

- A. Ground equipment according to NFPA 70
- B. Connect wiring according to manufacturer with conductors in compliance with NFPA 70.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
 - 1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
 - a. Check for electrical continuity of circuits and for short circuits.
 - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
 - c. Verify that manual transfer warnings are properly placed.
 - d. Perform manual transfer operation.
- B. Coordinate tests with tests of generator and run them concurrently.
- C. Report results of tests and inspections in writing.
- D. Remove and replace malfunctioning units and retest as specified above.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below.

END OF SECTION 26 36 00

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SECTION 33 32 13 – FACILITY-PACKAGED SEWAGE PUMPING STATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide one (1) USEMCO submersible Traffic Rated pumping station Vender shall configure lift station to accommodate two Vaughan Chopper Pumps Model # S4K which will be furnished by the Owner, wet well mounted valve and control chamber. A standard brochure for this product is attached.

1.2 DELIVERY

- A. Packaged pumping station shall be factory assembled on a common base and delivered to the project site as a complete package.
- B. All required field adjustments to the equipment shall be provided by the equipment manufacturer or designated representative.

1.3 SUBMITTALS

- A. Shop drawings showing all equipment with dimensions correct dimensions.
- B. Provide manufacturer's technical data sheets with product-specific data indicated for all equipment, including (as a minimum):
 - 1. Submersible pumps
 - 2. Check valves
 - 3. Isolation valves
 - 4. Combination air release valve
- C. Provide pump performance curves.
- D. Provide spare parts list and contact information for closest location to purchase spare parts.
- E. Provide wiring diagrams.
- F. Provide operations and maintenance information. Include operational instructions, emergency procedures, maintenance schedules, special tools, and such spare parts as may be necessary.

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. The lift station, as described in Part 1, shall include the following as a minimum. All appurtenances required for proper operation shall also be supplied.
1. 8-foot diameter 13-foot deep traffic rated wet well with integral below grade valve box
 2. 9-foot diameter valve box with back wall, traffic rated hatches, and ladder
 3. 6-inch sewage piping and isolation and check valves
 4. 30-inch x 54-inch exterior aluminum access hatch for wet well entry and 30-inch x 30-inch exterior aluminum access hatch for valve vault entry. Both shall have hydraulic lift assist and wet well hatch shall also have a safety grating
 5. Single pressure gauges on pump discharge piping
 6. Combination air release valve at high point in discharge piping
 7. Alarm light to be mounted on pole adjacent to site.
 8. Internal lights
 9. Station dehumidifier, ventilation system and heater
 10. Internal wiring within valve chamber
 11. 480 volt / 3 phase / 4 wire service
 12. NEMA 1 control panel with 100 amp main breaker and 100 amp emergency breaker with interlock
 13. Two (2) pump breakers
 14. Lightning arrestor
 15. Phase monitor
 16. Four circuit load center
 17. UL 698A label
 18. Pump runtime meter for each pump
 19. Duplex GFI outlet
 20. Station low temperature alarm thermostat

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21. Intrinsically safe pressure transducer encased in sounding tube and two (2) backup floats with circuitry
22. USEMCO "SENTRY" touch-screen controller (AB Micrologix 1400)
23. Two (2) hand-off-auto switches
24. Two (2) run lights
25. Two (2) seal fail relays
26. Two (2) over temperature relays
27. Dry contacts
28. Mounting provisions for electrical disconnect and meter – to be mounted on existing power pole located outside the right of way adjacent to the project. Size requirements are typical of 240-volt services. Disconnect and meter to be provided by others.
29. Equipment for SCADA communication as coordinated with Owner.

2.2 MANUFACTURER

- A. USEMCO Incorporated

PART 3 - EXECUTION

3.1 GENERAL

- A. Product shall be factory assembled on a common base. Submersible transducer and floats will be installed on-site by the equipment manufacturer or designated representative.

END OF SECTION 33 32 13

ORDINANCE NO. O2022-03

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, REPEALING CITY CODE TITLE 5, CHAPTER 1, SECTION 3: "DEPUTY CHIEF OF POLICE" AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EMMETT, IDAHO, AS FOLLOWS:

Section I. City Code Section 5-1-3: Deputy chief of police is repealed.

Section II. Effective Date. This Ordinance, or summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the city, and shall take effect immediately upon its passage, approval, and publication.

Approved by the Council on _____, 2022.

City of Emmett, Idaho

ATTEST:

Gordon W. Petrie, Mayor

Lyleen Jerome, City Clerk

Software Development Agreement

This Software Development Agreement ("Agreement") is made to be effective this _____, 2022, by and between the City of Emmett, Idaho an Idaho municipal corporation with an address at 501 E Main, Emmett, Idaho 83617 ("City") and Jared Allen, an individual, with an address at 16949 Butterfly Ridge Rd, Caldwell, Idaho, 83607 ("Developer").

BACKGROUND

- A. The City wants to commission from Developer the development of a GIS enabled User Interface Application to support fiber data management.
- B. Developer has experience in and can provide such services.
- C. The City desires to engage Developer under the terms of this agreement to provide its experience, skills, and supervision as to the services described herein. Developer desires to provide such services in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the terms, covenants, and conditions expressed in this Agreement, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are acknowledged, and based on the foregoing background which are incorporated into this agreement, the parties mutually agree as follows:

1. Engagement of Developer. The City engages Developer, and Developer hereby accepts such engagement, as an independent contractor to design, develop, and implement applications software ("Software") according to the functional specifications and related information on the attached Exhibit A which is incorporated by this reference ("Specifications") and as more fully set forth in this Agreement. The Software, including all versions in either source code or object code form, shall be delivered to City not later than April 1, 2022.

2. Change in Specifications. City may, in its sole discretion, request that changes be made to the Specifications, or other aspects of the Agreement and tasks associated with this Agreement. If City requests such a change, Developer will use its best efforts to implement the requested change at no additional expense to City and without delaying delivery of the Software. In the event that the proposed change will, in the reasonable opinion of Developer, require a delay in delivery of the Software or would result in additional expense to City, then City and Developer shall confer and City shall, in its discretion, elect either to withdraw its proposed change or require Developer to

deliver the Software with the proposed change and subject to the delay and/or additional expense.

3. Delivery Schedule and Compensation. The Developer shall perform the services for delivery of the Software in accordance with this Agreement and including the schedule set forth in Exhibit A. As compensation, City shall pay Developer a total flat fee of \$9000.00, payable in phased payments after the completion of each phase and after each phase is approved complete by the City, in accordance with this Agreement and including the schedule set forth in Exhibit A.

4. Work for Hire & Ownership of Software. The development of the Software is "work made for hire" within the meaning of the Copyright Act of 1976, as amended, and the Software shall be the sole property of City. Developer hereby assigns to City, without further compensation, all of its right, title and interest in and to the Software and any and all related patents, patent applications, copyrights, copyright applications, trademarks and trade names in the United States and elsewhere. Developer will keep and maintain adequate and current written records with respect to the Software (in the form of notes, sketches, drawings and as may otherwise be specified by City), which records shall be available to and always remain the sole property and ownership of City. All versions of the Software shall contain City's conspicuous notice of copyright. Developer will assist City in obtaining and enforcing patent, copyright, and other forms of legal protection for the Software in any country. Upon request, Developer will sign all applications, assignments, instruments, and papers and perform all acts necessary or desired by City to assign the Software fully and completely to City and to enable City, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages thereof.

4. Independent Contractor. Developer is acting as an independent contractor with respect to the services provided to City. Neither Developer nor the employees of the Developer performing services for City will be considered employees or agents of City. City will not be responsible for Developer's acts or the acts of Developer's employees while performing services under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal agent relationship between the parties, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. In accordance with Developer's status as an independent contractor and not as an employee, the City shall not have the right to control the means or methods by which Developer performs the services under this Agreement, however, the City shall have the right to observe, control, or direct Developer as to the result to be accomplished with respect to such services.

As an independent contractor, Developer (i) shall be solely responsible for all federal, state, and local payment, withholding, and filing requirements for payroll, income, self-employment, retirement, disability, or unemployment taxes, assessments, or regulations, and (ii) is not eligible for any vacation, sick leave, pension, bonus,

insurance, or other benefit now or in the future established by the City or others for employees of the City.

Upon request, Developer shall provide to the City certificates of insurance evidencing workers compensation insurance.

5. Development Staff-Monitoring. Developer will utilize employees and/or contractors capable of designing and implementing the Software to be developed hereunder. All work shall be performed in a professional and workmanlike manner. Developer shall arrange for such employees and/or contractors, if any, to execute and deliver any document or instrument reasonably requested by City to reflect City's ownership of the Software or in connection with any application for patent or copyright.

6. Confidentiality.

A. Developer acknowledges that all material and information supplied by City which has or will come into Developer's possession or knowledge of Developer in connection with its performance hereunder, is to be considered City's confidential and proprietary information ("Confidential Information"). By way of illustration only, and not as a limitation, Confidential Information includes the Software, trade secrets, processes, data, know-how, program codes, documentation, flowcharts, algorithms, marketing plans, forecasts, unpublished financial statements, budgets, licenses, prices, costs, and employee and customer lists. Developer's undertakings and obligations under this Section will not apply, however, to any Confidential Information which:

- (i) is or becomes generally known to the public through no action on Developer's part,
- (ii) is generally disclosed to third parties by City without restriction on such third parties, or
- (iii) is approved for release by written authorization of City.

Upon termination of this Agreement or at any other time upon request, Developer will promptly deliver to City all notes, memoranda, notebooks, drawings, records, reports, files, documented source codes and other documents (and all copies or reproductions of such materials) in its possession or under its control, whether prepared by Developer or others, which contain Confidential Information. Developer acknowledges that Confidential Information is owned by and is the sole property of City. Developer agrees that disclosure of such information to, or use by, third parties, either during or after this Agreement, will cause City irreparable damage. Developer will use best efforts to hold Confidential Information in the strictest confidence, not to make use of it other than for the performance of its obligations hereunder, to release it only to the Developer's employees or contractors with a need to know such information and not to release or disclose it to any other party. Developer further agrees not to release such information to any employee or contractor who has not signed a written agreement

between Developer and the employee expressly binding the employee not to use or disclose the Confidential Information, except as expressly permitted herein. City shall be listed as a third-party beneficiary of any such agreement. Developer will notify City in writing of any circumstances within its knowledge relating to any unauthorized possession, use, or knowledge of such Confidential Information.

B. Developer agrees to keep negotiations and performance of its obligations hereunder strictly confidential and not to disclose any information to any third party or entity without the prior written permission of City. In no event shall Developer or any of its employees use City as a reference in marketing Developer's services to any third party or entity without City's prior written permission.

7. Training. Developer shall provide City and its employees with training consultations with respect to the use of the Software as may reasonably be requested by City. Developer will deliver a user's manual to City on or before completion of acceptance that will enable City's employees who are otherwise unfamiliar with the Software to become adequately informed about using the software. All training that Developer is required to provide shall be performed at such locations and at such times as are mutually agreed to by the parties. Upon the expiration of the Training Period and following City's request, Developer will provide any support services necessary to insure City's continued use of the Software. Such services will be performed on a time and material basis at Developer's then current hourly rates for such services.

8. Warranties.

A. Developer warrants that for a period of one (1) year following City's acceptance of the Software, the Software will operate substantially according to the Specifications. In the event of any breach of the warranty in this Section, and in addition to any other remedy to which City may be entitled, Developer shall take all action necessary at its sole cost and expense to cause the Software to operate according to the warranty.

B. Developer warrants that the Software will not infringe upon any copyright, patent, trade secret or other intellectual property interest of any third party. Developer will indemnify and hold City harmless from and against all such infringement claims, losses, suits, and damages including, but not limited to, attorney's fees and costs, and shall promptly following any bona fide claim of infringement correct the Software so as not to be infringing, or secure at its own expense the right of City to use the Software without infringement.

9. Term and Termination.

A. This Agreement shall commence upon the effective date and continue until all the obligations of the parties have been performed or until earlier terminated as provided herein.

B. This Agreement shall terminate upon the occurrence of any of the following events:

(i) In the event either party defaults and such default(s) is not cured within thirty (30) days' written notice to the defaulting party.

(ii) Either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a party and the proceeding is not dismissed within sixty (60) days after commencement.

C. Section 2, Ownership of Software, and Section 7, Confidentiality, shall survive the expiration or termination of this Agreement. In the event of early termination due to Developer's default Developer agrees to deliver the Software then completed.

D. If the Developer dies or becomes disabled so that the Software cannot be completed, then Developer's executor, administrator or other representative shall deliver that part of the Software then completed to the City.

10. Notices. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when mailed by certified or registered mail, postage prepaid, or by commercial overnight delivery service addressed as given in the preamble to this Agreement or to such other address as identified by a party to the other in writing.

11. No Waiver. The failure of a party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.

12. Assignment. The rights, duties and privileges of Developer shall not be transferred or assigned by it, in whole or in part, without the prior written consent of City.

13. Entire Agreement. This Agreement constitutes the entire agreement between parties as to the subject matter hereof and supersedes all prior understandings or agreements whether oral or written. This Agreement may be modified only be written instrument signed by the parties hereto.

14. Successors. This Agreement shall be binding upon and insure to the benefit of the successors and permitted assigns of the parties hereto.

15. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

16. Governing Law. The terms of this Agreement shall be construed and enforced under the laws of the State of Idaho. Gem County shall be the proper venue.

17. Headings. The headings used in this Agreement are for convenience only and are not to be used in construction or interpretation.

18. Time of the Essence. Time is of the essence in all terms of this Agreement.

CITY OF EMMETT

DEVELOPER

Gordon W. Petrie, Mayor

Jared Allen

Attest, City Clerk

Exhibit A

GIS Fiber Data Management

Purpose

Design, configure, and integrate enhanced workflow methods with a GIS enabled User Interface Application to support fiber data management.

Scope

The following are proposed project phases, which will be benchmarks for project completion. Each completed phase will enhance the current workflow process with value added benefits of efficiency and manageability. Before advancing from Phase to Phase, the City must first give Developer written approval to proceed.

Phase I: Data Management

The data management phase will provide a thorough data review and data import into an enterprise RDBMS. Additionally, the database will be spatially enabled to accommodate spatial attributes and feature layer access. The following tasks will meet these requirements:

1. Data Acquisition
2. Data Audit & Review
3. Schema Design & Development
4. PostgreSQL Setup & Configuration
5. PostGIS Setup & Configuration
6. Data Import & Spatial Capabilities Enabled

Phase II: Web Map Application

In this phase, a web map application will be developed and deployed with basic map integration tools. In addition to the web map/tools, the imported data will be added as layers. These tasks are:

1. Setup & Configure GeoServer
2. Publish Data as Feature Services
3. Design & Develop Web Map Viewer/Application
4. Basic UI Tools: Enable & Configure Map Interactive Tools
 - a. Home Button
 - b. Zoom In/Out
 - c. Pan
 - d. Address Search
 - e. Scale Bar
 - f. Background Gallery (street map, satellite, etc.)
 - g. Layer List
 - h. Legend
 - i. Identify

Phase III: Custom Management Tools

For this phase, custom management tools will be developed to specifically assist in querying, identifying, managing, and reporting fiber pathways, with associated data assets.

1. Asset Management
 - a. CRUD Operations: Create, Read, Update, & Delete
 - i. Manholes, pull boxes, patch panels, splice cases, Devices, etc.
 - ii. Conduits > Ducts > Cables > Buffer Tubes > Fibers
2. Attribute & Spatial Query
 - a. Attribute Query: Identify/Select Features by Attribute Values
 - b. Spatial Query: Identify/Select Features by Proximity/Location
3. Fiber Path Management
 - a. Find Open Conduits
 - i. Search Open Conduit Paths
 - ii. Search Cables in Conduit Paths
 - iii. View Full and Empty Conduit
 - iv. View Number of Conduits
 - b. Associated Features Along Fiber Pathway
 - i. Searching and Viewing Available Fibers
 - ii. Searching and Viewing Used and Reserved Fibers
 - c. Identify Available Fiber Pathway(s) Between Two Locations
 - d. Reservations: Dedicate Fiber Path for Future Use
4. Splice Management
 - a. Connect/Disconnect Fiber Splices at Junctions
 - i. Viewing 2 or more cables in User interface to Click and Drag
Different types of Splice connections with in
 1. Splice Cases
 2. Splices
 3. Patch Panels
5. Reporting
 - a. View/Print Tables & Charts for Designated Queries
 - i. Splice Diagrams
 - ii. Fiber Paths
 - iii. Conduit Paths

Phase IV: Testing, Deployment & Documentation

1. Testing: Test each phase of development and implementation end-to-end to ensure proper integration and functionality – ensuring that the workflow and application components meet expectations.
2. Deployment: Install and configure all system components on the production environment.
3. Documentation: Create appropriate documentation for each component of project so all team members can sufficiently reference technical details for management and operation.

Phase V: Training, Maintenance & Support

1. Training: Provide on-site training and support to team members as necessary.
2. Maintenance & Support: Conducted on an as-needed basis, as requested.

Schedule & Compensation

The following breakdown sets forth the proposed compensation and schedule:

Phase	Schedule	Payment
Phase I	2 weeks	\$1,800
Phase II	2 weeks	\$2,700
Phase III	3 weeks	\$2,700
Phase IV	1 week	\$1,800
Phase V	As Requested	\$100 / hr.
Total: Phase I – Phase IV	8 weeks	\$9,000

ORDINANCE #O2022-04

AN ORDINANCE ANNEXING TO THE CITY OF EMMETT, IDAHO, CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF GEM COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF EMMETT, IDAHO; ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Emmett, Idaho (“City”), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222 of the Idaho Code; and

WHEREAS, the property hereinafter described is contiguous to the corporate limits of the City of Emmett, Idaho, and the owner or owners have requested annexation in writing or the property is a highway lying wholly or partially within the property to be annexed; and

WHEREAS, the Zoning Commission of the City, pursuant to public notice as required by law and as required by Section 67-6525 of the Idaho Code and the City ordinances held a public hearing on October 4, 2021, at 6:00 o’clock p.m., to consider annexation and zoning classifications of parcel RP06N02W128850 for approximately 17.21 acres of property located on the north side of West 12th Street, approximately one-quarter mile West of South Mill Road and one-quarter mile East of Tyler Road, all of which is more particularly described in Exhibit A (legal description) and Exhibit B (map) that are attached hereto, and recommended to the Mayor and Council as follows: that the portion of the property to be annexed that is described in Exhibit A that is attached hereto be annexed under the R-1, Single-Family Residential zoning land use classification;

WHEREAS, the Emmett City Council, pursuant to public notice as required by law, held a public hearing on November 9, 2021, at 7:00 o’clock p.m., and continued the hearing to January 11 and February 8, 2022 on the annexation and the proposed zoning for the real property described in Exhibit A and Exhibit B, as required by Section 67-6525 of the Idaho Code and the City ordinances;

WHEREAS, the Emmett City Council finds that the requirements of all State laws and City ordinances have been satisfied and the annexation of the property is consistent with the development in this area and would promote the orderly development of the city and that zoning classification

proposed by the Emmett Planning and Zoning Commission is consistent with the Comprehensive Plan;

WHEREAS, the Emmett City Council finds that the owner or owners of the property to be annexed have requested the annexation such that the annexation is a Category A annexation as described in Section 50-222 of the Idaho Code; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EMMETT, IDAHO, as follows:

Section 1: The Emmett City Council hereby finds and declares that the real property described in Section 2 herein is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owner or owners of such land raise no objections to annexation and have requested annexation in writing, or the property is a highway lying wholly or partially within the property to be annexed.

Section 2: The real property, all situate in Gem County, Idaho, adjacent and contiguous to the City particularly described hereinafter is hereby annexed to and incorporated in the territorial limits of the City of Emmett, Idaho. The property is more particularly described as follows:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full. A map of the property is attached hereto as Exhibit B and is incorporated herein by reference as if set out in full.

Section 3: From and after the effective date of this ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Emmett.

Section 4: The zoning land use classification of the lands described in Exhibit A is hereby classified R-1, Single-Family Residential, as provided by the Zoning Ordinance of the City. The Comprehensive Plan and Zoning Map of the City are hereby amended to include the real property described in Exhibit A in the R-1 Single-Family Residential zoning classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of the passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Gem County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223 of the Idaho Code, and to comply with Section 63-215 of the Idaho Code with regard to the preparation and filing of a map

and legal description of the real property annexed by this Ordinance and to comply with all other applicable laws.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval and publication as required by law.

PASSED by the City Council this ____ day of _____, 2022.

APPROVED by the Mayor on the ____ day of _____, 2022.

MAYOR

ATTEST:

City Clerk

Exhibit A

Legal Description

A parcel of land being a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12, Township 6 North, Range 2 West, Boise Meridian, Emmett, Gem County Idaho, more particularly described as follows:

Beginning at the found 5/8 inch diameter iron pin with no cap marking the SE corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, (East 1/16 corner common to Sections 12 and 13), from which a found Brass cap marking the SE corner of said SE $\frac{1}{4}$, (Section corner common to Sections 7, 12, 13 and 18) bears S. 89°33'26" E., a distance of 1325.43 feet;

Thence along the southerly boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, N. 89°33'32" W., a distance of 97.00 feet;

Thence leaving said southerly boundary and parallel with the easterly boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, N.00°40'33" E., a distance of 349.71 feet;

Thence parallel with the southerly boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, N. 89°33'23" W., a distance of 518.70 feet;

Thence N.01°13'40" E., a distance of 376.32 feet;

Thence parallel with the southerly boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, N. 89°33'23" W., a distance of 543.92 feet to the southeasterly right of way of "Idaho Northern and Pacific Railroad";

Thence along the southeasterly right of way, N. 54°44'03" E., a distance of 1434.66 feet to the northwest corner of "Twin Buttes Phase 2" subdivision as on file in Book 45 of Plats at Page 1 in the Office of the Recorder of Gem County, Idaho, recorded as Instrument No. 270529;

Thence leaving said southeasterly right of way and along the westerly boundary of said "Twin Buttes Phase 2" and its extension, S.00°52'47" W., a distance of 866.41 feet to the northerly boundary of "Jerico Subdivision" as on file in Book 5 of Plats at Page 12 in the Office of the Recorder of Gem County, Idaho, recorded as Instrument No. 292590;

Thence along said northerly boundary, N. 89°33'22" W., a distance of 2.46 feet to the easterly boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, also being the northwest corner of said "Jerico Subdivision";

Thence along the westerly boundary of said "Jerico Subdivision" and easterly boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, S. 00° 40' 33" W., a distance of 696.99 feet to the POINT OF BEGINNING.

This parcel contains 17.21 acres more or less.

City's Strategic Pillars
2/22/2022

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Building/Zoning Department Goal

- Educate staff to obtain intimate knowledge of building and zoning codes. 45%
- Update outdated city ordinances, implement new ordinance-----70% zoning and building only.
- Obtain accessibility inspector certification-----40%
- Comprehensive Plan overhaul and revision----- 25%
- Digitalize and organize all building and zoning files and plans----16%

Accomplishments since last report

1. Permits, January: New house = 1, Foundation Only = , Commercial = , Duplex = , Apartment = - Hangars = Manufactured Home = , Fees Collected: \$ 2373.84
2. Reviewing house plans and zoning applications
3. Started preliminary work on updating our zoning map
4. Continued work with Logan Simpson for the comprehensive plan
5. Review Impact fee ordinances and Intergovernmental Agreement to collect impact fees for EMS
6. Drafted Area of City Impact map for proposed new boundaries, met with County Zoning Staff and County Commissioners to discuss proposed boundary change
7. Amended Plat for L & L Acres
8. Skyhawk construction plans resubmittal review completed and delivered to applicant's engineer
9. Administrative lot split, 333 E. 12th, Mylar is signed and delivered to owner to record
10. Reviewed traffic incident reports submitted

Plan for next 30 days

11. Daily operations, plan reviews, contractor talks, developer talks, etc.
12. Updates to Title 7, water and sewer, city code.
13. Prepare a workshop for zoning commission members
14. Complete BAS (Boundary and Annexation Survey) report to Census Bureau
15. Participate in land use workshops with Logan Simpson for the comprehensive plan
16. Zoning Applications:
 - Work on drafting development agreement for 1909 E. 12th
 - Payette River Estates annexation and preliminary plat, 65 lots, West of Twin Buttes, public hearing with Council 11-9-21, waiting on TIS, should be delivered this week, will re-notice public hearing for January 11, 2022, continued hearing to February 8, 2022. Approved-Ordinance to Council Feb. 22
 - Minor Subdivision, 2020 S. Johns, 4 lots, administrative review then to Council for final decision
 - Payette River Orchards Sub. phase 4 and 5 Final Plat to Council on March 8, 2022
 - Review Sawmill Sub, replat of lot 2 into 4 lots

Training (see attached)

This report does NOT contain any data required by ordinance or statute...that is covered in a separate report

City of Emmett, Idaho

Monthly Financial Report

January 2022

OUR CASH...

Account Balances

GENERAL FUND –

Cash	\$ 816,787
Investments	\$ 3.070M

STREET FUND –

Cash	\$ 284,820
Investments	\$ 321,031

LIBRARY FUND –

Cash	\$ 92,311
Investments	\$ 126,154
Designated Funds	\$ 50,415

CEMETERY FUND –

Cash	\$ 21,261
Investments	\$ 125,700

PERPETUAL CARE FUND –

CASH	\$ 20,620
INVESTMENTS	\$ 74,398

WATER FUND –

Cash	\$ 425,945
Investments	\$ 3.711M

SEWER FUND –

Cash	\$ 209,912
Investments	\$ 4.778M

SANITATION FUND –

Cash	\$ 2,448
Investments	\$ 117,316

TECHNOLOGY FUND

Cash	\$ 149,246
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GOV'T FUND PROJECTS

ARPA	\$ 605,837
------	------------

BUDGET VS. ACTUAL YEAR TO DATE

GENERAL FUND REVENUES AND EXPENDITURES

Fiscal Year 2021-22 Budget	\$ 2,884,683	
Revenues to Date	\$ 1,685,056	58%
Expenditures to Date	\$ 995,103	34%

Road & STREET FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-22 Budget	\$ 634,361	
Revenues to Date	\$ 319,709	50%
Expenditures to Date	\$ 127,806	20%

LIBRARY FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-22 Budget	\$ 260,612	
Revenues to Date	\$ 157,609	60%
Expenditures to Date	\$ 81,398	31%

CEMETERY FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-22 Budget	\$ 124,241	
Revenues to Date	\$ 50,373	41%
Expenditures to Date	\$ 36,421	29%

WATER FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-22 Budget	\$ 1,825,300	
Revenues to Date	\$ 599,083	33%
Expenditures to Date	\$ 454,140	25%

SEWER FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-22 Budget	\$ 2,161,800	
Revenues to Date	\$ 807,442	37%
Expenditures to Date	\$ 378,241	17%

SANITATION FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-22 Budget	\$ 659,200	
Revenues to Date	\$ 240,976	37%
Expenditures to Date	\$ 244,169	37%

TECHNOLOGY UTILITY FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-22 Budget	\$ 26,000	
Revenues to Date	\$ 100,462	386%
Expenditures to Date	\$ 16,321	63%

SPECIFIC REVENUES COLLECTIONS AT A GLANCE...

PROPERTY TAX COLLECTIONS

Budget	\$ 1,972,625	
Revenues to Date	\$ 1,189,810	60%

STATE SHARED REVENUE COLLECTIONS

Budget	\$ 683,570	
Revenues to Date	\$ 419,948	61%

BUILDING PERMIT REVENUES COLLECTIONS

Budget	\$ 125,000	
Revenues to Date	\$ 48,298	39%

City's Strategic Pillars
02/22/22

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Clerk's Goals this Budget Year

- Increase ACH (Direct Pay) 10% from prior year
- Update All Application Forms/ On-line Access /Submission On-line
- Digitalize Resolutions and Legal Documents
- ADA Compliance Updates to City Hall – modify walk up payment window-customer friendly

Expenditures requiring authorization / purpose of expenditure - none

Training

Accomplishments since last report

- ACH (Direct Pay) customers 573 in February – 17% of total accounts
- Employee W'2
- 1099 Forms
- 1095 Forms
- Annual 941 Report
- IRS & Social Security Reports for YE 2021
- Reconciled Bank Statements through January 2022
- Annual Survey of Local Government Finance Report
- Filed 4th Quarter Idaho Department of Labor Report
- Submitted 2021 Annual Survey of Local Government Finance Report
- Audit Completed
- Impact Fee Finance Meeting with City of Caldwell
- Utility Clerk 100% trained on payables
- AIC Retention Scheduled Modifications – complete
- January Financial Report

Plan for next 30 days

- Audit Report scheduled in March
- Scan Minute Book updates to archives file
- Update Ordinance and Resolution Logs
- Records retention and destruction
- Review and update ICRMP Asset List for insurance coverage
- Get bids to update/modify walk up customer window for easier customer access
- Prepare financials to start 2022-23 Budget Talks with Department Directors
- Shampoo Carpet and Chairs in Council Room

City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Emmett Fire Department Goals this Budget Year (with percentage of completion to date)

- Work to provide a training area to include a burn building where class A materials can be burnt and provide a constant, realistic and rigorous training program (50% of completion)
- Provide all equipment necessary to allow for daily mission execution while meeting operational goals. (70% of completion)
- Implement a community based risk program that educates so that in each iteration high standards will be enforced, thus making our community safer. (50% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (78% of completion)

Expenditures requiring authorization from higher and purpose of expenditure

No less than Top Ten Accomplishments since last

- Reviewed plans for a local business
- Inspected Rise, expansion of Business, Catholic Church, Cottages, Gem County Senior Center, Meadowview, Home Store, Emmett High School, Emmett Middle School, Gem County Court House
- Working toward a FEMA grant
- Tallied responses by Firefighters
- Gathered information on Engine 3 for Councilman Resinkin
- Participated in a SRV training meeting, Idaho Fire Chiefs Meeting x2,
- On Boarded 1 firefighter
- Participated in EFD girls basketball first responder appreciation game
- Finalized AFG grant
- Installed 1 smoke detector, Changed out 5 smoke detector batteries
- Inspected SCBA tanks for leaks
- Provided a place for Veterans coordinator to meet with EFD personnel
- Provided more information for FEMA for a grant
- Met with Boise Fire to get turnouts for training
- Monitored several large burns cleaning up property
- 1 Firefighter signed up for an EMS conference
- Assisted resident with problems with his O2 regulator
- Assisted EHS with a Fire Drill along with EPD
- Assisting a business with a KNOX Box
- Communicating with a EHS student on job shadowing/Mentoring

Plan for next 30 days

- Get AFG Grant submitted
- Insulate Hazmat trailer
- Inspect all Assisted Livings
- Finish leak testing SCBA bottles
- Meet with Boise Fire

Training (See Attached)

City's Strategic Pillars 2/22/2022 @ LIBRARY

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Mission: Emmett Public Library is the heart of the community! Serving as a resource for information, education and recreation, as well as a place to meet, gather and learn.

Library Goals this Budget Year (with percentage of completion to date, (FY 21-22)

- “Balancing of Efficiencies” with patron services and library usage (Growth); by collaborating with other community entities that support the library’s mission of 202-2022, partnerships that help the library as it stretches to serve a growing community.
- Library will implement a software to recover patron’s fines, pending LYNX start-up; expand delivery of learning opportunities through in-house & outreach programs.
- Library will develop Adult/Senior support services for Senior Living businesses, resources to enhance “A Place For Seniors To Age & Stay”
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget. **To date: Donations=\$14,861.15 + Grants=\$17,205.00, In-Kind Donations=\$425.00**

Expenditures requiring authorization from higher and purpose of expenditure- None at this time

Yearly Training list-

No less than Top Ten Accomplishments since last report

- First Books Grant awarded FY21-22, distribution is a monthly drop off at Head Start of 50 books.
- January Make & Mingle Adult Cancelled due to staffing shortage, next March 18th
- Idaho Teen Reading Challenge (Nov-March)
- Conference Rm Coffee Club – First Wednesday 10-11am, Jan (14 attended)-March 2nd
- Bears-Books-Brownies Feb 10th via curbside & Feb 14th in the lobby (\$572.00)

NEXT 30 DAYS

- Library not open Saturdays thru end of February, due to staffing
- March 5th Dr. Suess community Strut, 10 local businesses participating
- Meetings with vendors about smart locker project at library, 3-28-2022
- Friends Book Sale February 25 & 26
- Planning Book Tasting Fundraiser April 9th 10am-2pm

This report does NOT contain any data required by ordinance or statute...that is covered in a separate report.

2021-22 Library Stats	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	EP	21-22	2021
PATRONS												TOTALS	Totals
Resident	4731	4751	4764	4786								4764	4712
NonResident	3123	3146	3151	3159								3151	3106
Adult-Circulation	2986	3070	2953	3352								12361	38249
Teen-Circulation	708	707	460	518								2393	5860
Juvenile-Circulation	3965	4347	2859	3412								14583	47290
TOTAL BOOKS	7659	8124	6272	7282	0	0	0	0	0	0	0	29337	91399
Audios-Circulation	198	176	140	153								667	2992
In-house Tech-Circ	57	68	23	16								164	266
In-house Book-Circ	84	441	179	198								902	7220
Trade/Exchange-Circ	106	128	103	114								451	1194
Hobbies/Games/Kits-Circ	26	31	36	42								135	736
Video/DVD	2193	2418	2047	2028								8686	29275
TOTAL CIRCULATION	10323	11386	8800	9833	0	0	0	0	0	0	0	40342	133082
Outreach Children/Seniors	37/28	293/00	50	49								457	272/36
Children's Activities	130	147	109	88								474	2022
Family Activities	43	55	41	49								188	2234
Computer Usage	359	359	329	276								1323	1722
WIFI Usage	149	169	133	122								573	1767
Reference/Phone	81	97	89	94								361	1850
Meeting Room	7	11	9	16								43	12
Proc: Audios CD's	7	0	89	29								125	76
Proc: DVDs/BRay	112	38	48	60								258	471
Proc: Books	282	202	187	262								933	2697
Hobby/Collection/Tech	0	0	11	0								11	118
ILL snt/recvd	9	7	7	5								28	159
Audios Withdrawn/Hobby	0	61	71	6								138	41
Videos/DVD Withdrawn	0	0	48	1								49	198
Books Withdrawn	348	48	192	26								614	1139
Patron Visits	3719	4138	4062	2669								14588	39741
Curbside	5	7	3	530								545	1832
Volunteers	109	124	185	217								635	1054

City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Police Department Goals this Budget Year (with percentage of completion to date)

- **Retain 100% of Staff for no less than 5 years.**
- Proactively make residences and businesses along 1/5 of the main arterials in the city at least 80% ordinance compliant each year, in addition to reacting to citizen complaints; new arterials will be targeted each year (2020 4th Street). (20%)
- Update our reserve program with the newest policies and procedures directed by Idaho P.O.S.T. and double the number of officers. (as of 1-10-22 hiring focus is on filling full time openings)
- Updating (99% complete) and implementing (36% completed) a complete standardized protocols and policies manual utilizing current industry practices. This is a partnership with Lexipol that has been recognized in risk management for law enforcement.

Expenditures requiring authorization from higher and purpose of expenditure

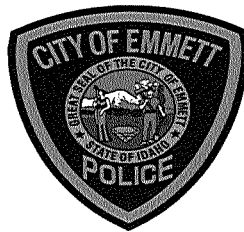
Training Last 30 days

See attached

- Officer Hall began POST on the 10th of January.
- Hall and Roehr are setting guidelines for how long they have to give before citations are issued with certain ordinances. This has been forwarded to the prosecutor for his review.
- Reorganization of department has caused all ordinance enforcement to be handled by all sworn officers.
- Will be meeting with a representative from the High School to go over newer lockdown procedures.
- Will be scheduling a meeting with county and IT to install E-citation in September. IT from County and City have met with state just waiting on county to install printers in their patrol cars. County has installed printers and IT has started installing and testing software. Is ready to be tested by an officer.
- Hired a new officer, Hayden Wright, and one is still in backgrounds.
- Rifle upgrades have been completed. Paper work being sent to ATF. Waiting on Paper work for last 2.
- Will be hosting an E-impact training/crash report training in January. This Training was completed.
- Researching year long grant that could fund a traffic officer through ITD.
- Step program wadges and starting wadges for an officer have been increased.
- Working with public works on getting speed limit signs up in Harvest Valley Subdivision.
- Working on getting speed limit changed on Lincoln and Boise Ave.

Plan for next 30 days

- Implementation of new lockdown procedure.
- Police Department join social media platform.
- Get officers trained in ABLE (Active Bystandership for Law Enforcement project).
- Installment of e-citation.
- Look into obtaining grants for the purchase of digital speed limit signs.
- Look into grants for an additional officer (traffic enforcement).
- Research the possibility of increasing our wages for our officers.
- Working on improving Alert sense with dispatch and process for reporting of missing children. Need to meet with Sherriff Wonder to set guidelines.
- Remodel will be done by the assistance of public works. Get estimates for replacement of wall, replacement of carpet and repaint PD. Have a sketch of remodel and will be getting it to public works.
- Working with public works and county roads on getting the speed limit to be 25 on 12th street to the east of Washington.



EMMETT POLICE DEPARTMENT

January Patrol Statistics

	TOTAL
Felony Arrests - Male	11
Felony Arrests - Female	3
Misd. Arrests - Male	8
Misd. Arrests - Female	10
Traffic Stops	184
Infraction Cite	36
Dispatched Calls	266
Officer Initiated	85
Reports	74
Dogs Taken to Pound	1
Ordinance Calls	11

Community Involvement

Met with the Chamber of Commerce and discussed some major changes for the Cherry Festival.

Members of our department taught a self defense class to a group of young women from the LDS Church.

Attended a high school basketball game where first responders were recognized and thanked for their service within our community.

Nature	Reported
Disturb Peace	22:45:25 01/30/22
Traffic Stop	21:37:34 01/30/22
Traffic Stop	21:29:31 01/30/22
Welfare Check	18:29:01 01/30/22
Civil Compl	15:50:23 01/30/22
Medical	15:36:23 01/30/22
Traffic Stop	15:34:22 01/30/22
Welfare Check	10:40:35 01/30/22
Information	09:36:19 01/30/22
911 AHM	01:49:30 01/30/22
DWP	23:34:54 01/29/22
Public Assist	23:00:10 01/29/22
Traffic Stop	22:07:26 01/29/22
Traffic Stop	21:49:35 01/29/22
Traffic Stop	21:35:08 01/29/22
Property Damage	20:24:55 01/29/22
Suspicious	19:21:56 01/29/22
Mental Issue	19:13:03 01/29/22
Suspicious	17:56:03 01/29/22
Disorderly	17:36:29 01/29/22
Traffic Stop	17:03:00 01/29/22
Harassment	15:08:48 01/29/22
Trespassing	13:52:40 01/29/22
Disturb Peace	13:14:55 01/29/22
Medical	12:36:23 01/29/22
Public Assist	11:29:03 01/29/22
Alarm Fire	11:14:16 01/29/22
Medical	10:59:46 01/29/22
Unknown Problem	07:13:42 01/29/22
Traffic Stop	01:43:00 01/29/22
Public Assist	00:57:46 01/29/22
Suspicious Veh	00:44:35 01/29/22
Suspicious	00:07:14 01/29/22
Medical	22:43:16 01/28/22
Traffic Stop	22:17:03 01/28/22
Traffic Stop	21:36:31 01/28/22
Traffic Stop	21:27:11 01/28/22
Traffic Stop	21:10:22 01/28/22
Assault	20:53:47 01/28/22
Welfare Check	19:49:40 01/28/22
Suspicious	18:56:55 01/28/22
Truancy	11:24:11 01/28/22
Tobacco Viol	10:40:22 01/28/22
Tobacco Viol	10:30:06 01/28/22

Nature	Reported
Juvenile Prob	10:07:31 01/28/22
Medical	09:18:30 01/28/22
Medical	08:45:36 01/28/22
911 AHM	08:38:49 01/28/22
Traffic Stop	08:34:09 01/28/22
Medical	02:26:45 01/28/22
Public Assist	23:05:42 01/27/22
Suspicious Veh	22:41:31 01/27/22
Domestic	20:11:03 01/27/22
Traffic Stop	18:23:32 01/27/22
DUI	16:43:51 01/27/22
Welfare Check	14:46:37 01/27/22
Alarm Test	13:02:52 01/27/22
911 AHM	12:02:25 01/27/22
Traffic Stop	04:01:25 01/27/22
Public Assist	01:57:55 01/27/22
Medical	01:44:33 01/27/22
Public Assist	21:49:08 01/26/22
Traffic Stop	21:13:09 01/26/22
Medical	18:11:48 01/26/22
Parking Problem	17:20:40 01/26/22
Agency Assist	11:18:59 01/26/22
Domestic	09:32:38 01/26/22
Suspicious	07:11:28 01/26/22
911 AHM	06:16:02 01/26/22
Domestic	23:22:42 01/25/22
Traffic Stop	23:22:08 01/25/22
911 AHM	22:02:50 01/25/22
Traffic Stop	21:54:38 01/25/22
Animal Cmplnt	18:14:24 01/25/22
Stray Dog	16:05:03 01/25/22
Domestic	14:38:54 01/25/22
Accident PD	13:59:29 01/25/22
Civil Compl	12:43:38 01/25/22
Extra Patrol	11:45:48 01/25/22
Sex Offense	10:35:39 01/25/22
Stray Dog	10:33:38 01/25/22
Burglary Att	10:07:47 01/25/22
Burglary Bus	10:05:02 01/25/22
Agency Assist	09:02:19 01/25/22
Accident PD	08:17:09 01/25/22
Unwanted Subj	01:28:16 01/25/22
Medical	00:04:32 01/25/22
Disturb Peace	23:26:38 01/24/22

Nature	Reported
911 AHM	23:08:51 01/24/22
Welfare Check	22:37:12 01/24/22
Traffic Stop	19:30:42 01/24/22
Domestic	17:36:52 01/24/22
Traffic Stop	16:59:58 01/24/22
Civil Compl	16:57:25 01/24/22
Found Property	16:01:04 01/24/22
Custodial Int	15:06:45 01/24/22
911 AHM	13:58:42 01/24/22
Trespassing	10:59:10 01/24/22
Custodial Int	10:36:43 01/24/22
Harassment	09:58:17 01/24/22
Harassment	09:14:37 01/24/22
Medical	04:26:51 01/24/22
Battery	01:26:26 01/24/22
Agency Assist	23:00:52 01/23/22
Unwanted Subj	22:05:13 01/23/22
Traffic Stop	21:27:23 01/23/22
Traffic Stop	20:07:38 01/23/22
Traffic Stop	19:10:33 01/23/22
Unwanted Subj	18:55:51 01/23/22
Civil Compl	17:28:51 01/23/22
Medical	16:00:14 01/23/22
Harassment	15:33:04 01/23/22
Medical	13:33:46 01/23/22
Disturb Peace	13:26:26 01/23/22
Stray Dog	09:12:30 01/23/22
Traffic Stop	08:25:04 01/23/22
Alarm Bus	04:35:33 01/23/22
Unattended Dth	01:30:27 01/23/22
Traffic Stop	00:38:17 01/23/22
Traffic Stop	23:48:00 01/22/22
Suspicious Veh	23:22:26 01/22/22
Traffic Stop	22:29:17 01/22/22
Traffic Stop	22:14:55 01/22/22
Threats	20:07:38 01/22/22
Unwanted Subj	18:02:28 01/22/22
Stray Dog	17:25:48 01/22/22
Domestic	10:41:55 01/22/22
Alarm Bus	06:02:03 01/22/22
Traffic Stop	05:43:37 01/22/22
Traffic Stop	05:32:36 01/22/22
Suspicious	03:32:32 01/22/22
Warrant Arrest	03:08:59 01/22/22

Nature	Reported
Traffic Stop	01:58:51 01/22/22
Warrant Arrest	22:16:23 01/21/22
Traffic Stop	21:24:45 01/21/22
DUI	18:08:22 01/21/22
Medical	17:55:47 01/21/22
Unwanted Subj	16:08:12 01/21/22
Juvenile Prob	12:36:57 01/21/22
Medical	11:47:29 01/21/22
Agency Assist	11:33:21 01/21/22
Civil Compl	11:07:17 01/21/22
Funeral Escort	10:46:34 01/21/22
Animal Cmplnt	07:12:35 01/21/22
Suspicious Veh	04:26:36 01/21/22
Parking Problem	00:30:16 01/21/22
Traffic Stop	23:26:07 01/20/22
Traffic Stop	22:37:58 01/20/22
Warrant Arrest	19:15:40 01/20/22
Accident HR	19:07:33 01/20/22
Battery	17:40:19 01/20/22
Disturb Peace	16:45:33 01/20/22
Alarm	16:01:54 01/20/22
Animal Cmplnt	15:47:40 01/20/22
Harassment	15:30:00 01/20/22
Accident PD	15:11:06 01/20/22
Sex Offense	12:35:08 01/20/22
Harassment	10:30:51 01/20/22
Assault	10:24:39 01/20/22
Public Assist	10:22:34 01/20/22
Animal Cmplnt	00:04:12 01/20/22
Medical	22:57:23 01/19/22
Welfare Check	21:22:07 01/19/22
Traffic Stop	18:08:58 01/19/22
Suspicious	14:54:38 01/19/22
Agency Assist	13:49:54 01/19/22
Traffic Compl	11:53:09 01/19/22
Theft	11:17:10 01/19/22
Parking Problem	08:11:47 01/19/22
Fire Gas Leak	05:44:18 01/19/22
Traffic Stop	00:17:03 01/19/22
Warrant Arrest	21:08:50 01/18/22
911 AHM	20:32:11 01/18/22
Alarm Bus	17:41:18 01/18/22
Property Found	15:51:29 01/18/22
Traffic Compl	13:53:40 01/18/22

Nature	Reported
Theft-Motorcycl	12:56:02 01/18/22
Medical	11:14:18 01/18/22
Property Damage	09:07:31 01/18/22
Traffic Stop	09:01:36 01/18/22
Traffic Stop	05:20:13 01/18/22
Traffic Stop	04:40:13 01/18/22
Traffic Stop	21:13:56 01/17/22
Traffic Compl	21:01:48 01/17/22
Traffic Stop	20:32:55 01/17/22
Wanted Person	20:20:29 01/17/22
Disturb Peace	19:58:06 01/17/22
Traffic Stop	19:56:07 01/17/22
Medical	18:30:18 01/17/22
Harassment	16:44:24 01/17/22
Juvenile Prob	15:17:39 01/17/22
Custodial Int	14:14:03 01/17/22
Stray Dog	10:54:16 01/17/22
Lost Property	10:34:55 01/17/22
Civil Compl	09:41:19 01/17/22
Medical	08:18:56 01/17/22
Medical	07:52:43 01/17/22
ABANDONED VEH	06:24:55 01/17/22
Traffic Stop	01:31:26 01/17/22
Unwanted Subj	00:01:16 01/17/22
Stray Dog	23:34:42 01/16/22
Medical	22:36:15 01/16/22
Traffic Stop	21:02:03 01/16/22
Traffic Stop	20:47:11 01/16/22
Traffic Stop	20:24:10 01/16/22
Traffic Stop	19:39:57 01/16/22
Suspicious	18:35:12 01/16/22
Traffic Stop	18:00:22 01/16/22
911 AHM	17:20:55 01/16/22
911 AHM	15:40:12 01/16/22
Traffic Stop	14:41:09 01/16/22
Burglary	14:25:18 01/16/22
Traffic Stop	14:08:25 01/16/22
Traffic Stop	13:41:45 01/16/22
Traffic Stop	12:32:17 01/16/22
Traffic Stop	11:26:47 01/16/22
Traffic Stop	11:16:15 01/16/22
Domestic	10:06:06 01/16/22
Traffic Stop	09:46:38 01/16/22
911 AHM	08:54:24 01/16/22

Nature	Reported
Traffic Stop	08:26:05 01/16/22
Traffic Stop	01:44:04 01/16/22
Traffic Stop	23:52:11 01/15/22
Traffic Stop	23:46:32 01/15/22
Traffic Stop	23:35:01 01/15/22
Agency Assist	21:25:13 01/15/22
Suspicious	16:08:53 01/15/22
Unwanted Subj	16:00:56 01/15/22
Juvenile Prob	15:15:30 01/15/22
Public Assist	14:56:35 01/15/22
Theft	11:29:03 01/15/22
Traffic Stop	05:30:10 01/15/22
Traffic Stop	01:58:39 01/15/22
Disturb Peace	01:06:35 01/15/22
Disturb Peace	00:09:51 01/15/22
DUI	23:08:45 01/14/22
Welfare Check	22:13:53 01/14/22
Animal Cmplnt	21:50:09 01/14/22
Traffic Stop	21:36:18 01/14/22
Traffic Stop	19:46:42 01/14/22
Welfare Check	19:14:37 01/14/22
Traffic Stop	18:47:12 01/14/22
Agency Assist	16:59:35 01/14/22
Juvenile Prob	16:06:20 01/14/22
Funeral Escort	15:29:43 01/14/22
Traffic Stop	14:50:37 01/14/22
Traffic Stop	12:56:58 01/14/22
Traffic Stop	12:35:35 01/14/22
Traffic Stop	12:21:54 01/14/22
Wanted Person	11:02:02 01/14/22
Traffic Stop	10:27:37 01/14/22
Ord Viol EPD	10:21:54 01/14/22
Agency Assist	09:39:15 01/14/22
Traffic Stop	09:38:16 01/14/22
Traffic Stop	07:52:49 01/14/22
Traffic Stop	01:34:54 01/14/22
Suspicious Veh	00:35:16 01/14/22
Disturb Peace	23:13:52 01/13/22
Stray Dog	23:08:59 01/13/22
Traffic Stop	20:55:08 01/13/22
Traffic Stop	20:06:14 01/13/22
Traffic Stop	19:41:34 01/13/22
Traffic Stop	18:40:08 01/13/22
Animal Cmplnt	15:11:50 01/13/22

Nature	Reported
Traffic Stop	14:54:36 01/13/22
Suspicious	13:10:48 01/13/22
Accident PD	13:08:30 01/13/22
Trespassing	11:46:44 01/13/22
ABANDONED VEH	09:29:49 01/13/22
Traffic Stop	00:40:58 01/13/22
Traffic Stop	21:57:49 01/12/22
Traffic Stop	21:54:43 01/12/22
Traffic Stop	20:58:37 01/12/22
Traffic Stop	19:59:33 01/12/22
Traffic Stop	18:04:09 01/12/22
Alarm Bus	17:40:29 01/12/22
Burglary Veh	16:04:29 01/12/22
Welfare Check	14:51:16 01/12/22
Traffic Stop	14:36:54 01/12/22
Traffic Stop	13:18:21 01/12/22
Medical	12:27:04 01/12/22
Tobacco Viol	10:53:32 01/12/22
Traffic Stop	10:46:16 01/12/22
Traffic Stop	10:04:34 01/12/22
Trespassing	09:41:47 01/12/22
Traffic Stop	09:35:52 01/12/22
Traffic Stop	08:44:10 01/12/22
Traffic Stop	08:20:35 01/12/22
Traffic Stop	08:04:24 01/12/22
Traffic Stop	07:49:49 01/12/22
Traffic Stop	01:28:00 01/12/22
Medical	23:39:54 01/11/22
Traffic Stop	19:37:25 01/11/22
Traffic Stop	19:12:16 01/11/22
Traffic Stop	18:50:08 01/11/22
Theft-Automobil	18:17:02 01/11/22
Civil Standby	17:22:41 01/11/22
Traffic Stop	17:04:10 01/11/22
Traffic Stop	16:14:48 01/11/22
Warrant Arrest	15:35:48 01/11/22
Traffic Stop	15:29:25 01/11/22
Stray Dog	15:18:02 01/11/22
Traffic Stop	15:13:10 01/11/22
Traffic Stop	14:51:47 01/11/22
Traffic Stop	14:44:46 01/11/22
Fraud	13:45:35 01/11/22
Public Assist	13:21:23 01/11/22
Traffic Stop	13:14:02 01/11/22

Nature	Reported
Traffic Stop	13:05:26 01/11/22
Traffic Stop	12:49:25 01/11/22
Traffic Stop	12:40:09 01/11/22
Traffic Stop	10:53:34 01/11/22
Traffic Stop	10:41:08 01/11/22
Traffic Stop	10:21:36 01/11/22
Identity Theft	10:00:56 01/11/22
Traffic Stop	08:56:27 01/11/22
Traffic Stop	08:37:35 01/11/22
Traffic Stop	08:24:02 01/11/22
Traffic Stop	08:19:54 01/11/22
Traffic Stop	08:12:42 01/11/22
Traffic Stop	08:00:11 01/11/22
Traffic Stop	05:29:34 01/11/22
Alarm Bus	01:35:21 01/11/22
Traffic Stop	22:42:17 01/10/22
Traffic Stop	21:44:55 01/10/22
Domestic	19:54:51 01/10/22
Alarm Bus	19:43:01 01/10/22
Wanted Person	16:21:38 01/10/22
911 AHM	10:08:53 01/10/22
Sex Offense	09:47:12 01/10/22
Accident PD	09:34:22 01/10/22
Traffic Stop	22:22:40 01/09/22
Traffic Stop	20:18:04 01/09/22
Welfare Check	17:37:53 01/09/22
Stray Dog	17:19:06 01/09/22
DUI	16:51:10 01/09/22
Trespassing	14:22:20 01/09/22
Disturb Peace	12:47:51 01/09/22
Accident HR	12:21:43 01/09/22
Medical	12:05:19 01/09/22
Theft	09:50:58 01/09/22
Medical	08:45:46 01/09/22
Medical	08:44:47 01/09/22
Alarm Bus	01:40:56 01/09/22
DUI	00:41:04 01/09/22
Alarm Fire	00:18:51 01/09/22
Animal Cmplnt	00:15:13 01/09/22
911 AHM	00:07:32 01/09/22
Disturb Peace	22:24:30 01/08/22
Medical	21:15:40 01/08/22
DUI	20:00:10 01/08/22
Accident HR	19:39:25 01/08/22

Nature	Reported
Traffic Stop	19:12:37 01/08/22
Animal Cmplnt	18:25:45 01/08/22
Unwanted Subj	16:42:05 01/08/22
Medical	15:44:20 01/08/22
Intoxication	15:33:34 01/08/22
Traffic Compl	13:10:04 01/08/22
Medical	12:12:13 01/08/22
Wanted Person	11:21:21 01/08/22
Public Assist	10:45:11 01/08/22
Medical	10:18:51 01/08/22
Traffic Stop	02:46:17 01/08/22
Traffic Stop	01:42:07 01/08/22
Traffic Stop	00:34:52 01/08/22
Suspicious	00:04:09 01/08/22
Traffic Stop	21:43:09 01/07/22
Traffic Stop	20:51:13 01/07/22
Traffic Stop	20:02:09 01/07/22
Traffic Stop	19:35:26 01/07/22
Traffic Stop	19:22:15 01/07/22
Traffic Stop	18:47:38 01/07/22
Medical	17:17:10 01/07/22
Domestic	16:35:09 01/07/22
Welfare Check	15:37:09 01/07/22
Welfare Check	13:56:13 01/07/22
Unwanted Subj	12:47:52 01/07/22
Unlawful Entry	11:34:34 01/07/22
Unattended Dth	10:16:19 01/07/22
Welfare Check	09:32:45 01/07/22
Property Damage	07:52:51 01/07/22
Information	23:42:38 01/06/22
Sex Offense	18:03:22 01/06/22
Traffic Stop	16:53:30 01/06/22
Found Property	16:29:00 01/06/22
Accident PD	14:49:50 01/06/22
Wanted Person	14:42:33 01/06/22
Traffic Stop	14:38:12 01/06/22
Agency Assist	13:29:06 01/06/22
Medical	13:21:46 01/06/22
Medical	09:41:27 01/06/22
Medical	08:04:49 01/06/22
Traffic Stop	07:01:18 01/06/22
Suspicious Veh	03:46:36 01/06/22
Traffic Stop	22:57:03 01/05/22
Accident PD	22:32:06 01/05/22

Nature	Reported
Traffic Stop	21:54:06 01/05/22
Traffic Stop	21:46:05 01/05/22
Traffic Stop	21:31:44 01/05/22
Welfare Check	18:57:58 01/05/22
Theft	16:41:45 01/05/22
Traffic Stop	15:39:56 01/05/22
Traffic Stop	15:33:51 01/05/22
Fraud	14:58:06 01/05/22
Welfare Check	13:20:24 01/05/22
Trespassing	13:04:37 01/05/22
Medical	11:29:29 01/05/22
Wanted Person	10:28:32 01/05/22
Traffic Stop	10:18:29 01/05/22
Traffic Stop	08:43:57 01/05/22
Alarm Bus	03:43:18 01/05/22
Suspicious Veh	00:32:44 01/05/22
Traffic Stop	22:13:08 01/04/22
Welfare Check	15:44:43 01/04/22
ABANDONED VEH	15:01:49 01/04/22
Traffic Stop	14:44:48 01/04/22
Traffic Stop	12:33:53 01/04/22
Traffic Stop	11:42:58 01/04/22
Agency Assist	07:01:08 01/04/22
Suspicious Veh	00:33:10 01/04/22
Mental Issue	22:55:46 01/03/22
Alarm Bus	21:52:30 01/03/22
Information	18:00:39 01/03/22
Parking Problem	17:39:47 01/03/22
Medical	17:26:01 01/03/22
Stray Dog	17:00:47 01/03/22
Theft	15:41:07 01/03/22
Civil Compl	15:27:21 01/03/22
ABANDONED VEH	11:47:28 01/03/22
Threats	11:34:27 01/03/22
911 AHM	11:33:25 01/03/22
Traffic Hazard	10:51:35 01/03/22
911 AHM	08:21:13 01/03/22
Traffic Stop	03:54:52 01/03/22
Suicidal Subj	22:06:01 01/02/22
Domestic	20:11:37 01/02/22
Disturb Peace	19:47:55 01/02/22
Domestic	18:52:29 01/02/22
Medical	15:44:42 01/02/22
911 AHM	14:26:28 01/02/22

Nature	Reported
Theft-Automobil	13:44:45 01/02/22
Motorist Assist	04:53:52 01/02/22
Disturb Peace	02:35:23 01/02/22
Missing Person	02:22:54 01/02/22
Agency Assist	23:45:32 01/01/22
Traffic Stop	23:45:10 01/01/22
Traffic Stop	23:34:06 01/01/22
Traffic Stop	23:31:35 01/01/22
Traffic Stop	23:26:10 01/01/22
Traffic Stop	22:48:20 01/01/22
Traffic Stop	22:46:40 01/01/22
Traffic Stop	21:21:57 01/01/22
Traffic Stop	20:24:49 01/01/22
Traffic Stop	20:12:05 01/01/22
Traffic Stop	18:35:43 01/01/22
Traffic Stop	18:00:45 01/01/22
Accident PD	17:05:13 01/01/22
Civil Compl	14:01:03 01/01/22
Alarm Bus	06:23:13 01/01/22
Disturb Peace	02:07:06 01/01/22

City's Strategic Pillars

2/24/22

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Public Works Goals

- Replace all water distribution lines less than 6" in diameter to meet mandatory minimum main line size requirement. **75%**
- Design for well #6 at City Park. **60%**
- Reduce I&I inside sewer collection lines to less than 50% of current rate per Sewer Capital Improvement Plan. **60%**
- Implement Airport Pavement, and Master Capital Improvement Plan. **50%**
- Start design on Wastewater Treatment Plant air piping **25%**
- Design Hawthorne Lift Station. **35%**
- Replace Utilities at Wardwell Loop. **15%**
- Create Cemetery Master Plan. **5% on hold**

Expenditure requiring authorization / purpose of expenditure

- 12/1/21 Core & Main, water meters - \$21,614.80
- 12/21 Ferguson Water Works #1701, PW - \$12,070.28
- 10/21/21 Xylem Water Solutions USA Inc, WWTP - \$6,929.42
- 12/22/21 Brentwood Industries Inc, WWTP - \$13,774.31
- 11/30/21 CONSOLIDATED SUPPLY CO., WWTP - \$22,054.08
- 1/11/22 FERGUSON WATER WORKS #1701, Legacy - \$5,514.76

Training during last 30 days

- 2/9/22 Ferguson Virtual Conference, Water CEUS 4 Employees 6HRS Each \$20 Each

Accomplishments since last report

1. **Notice of speed limit reduction:** Beginning 3/14/22 the speed limit on S Johns Ave starting from 12th ST heading towards 4th ST will be reduced to 20 MPH. On 2/3/22 notification was posted on city road construction webpage and signs placed onsite on at 4th St and 12th ST roundabouts. Starting 2/16/22 notification will be in newspaper under News You Can Use.
2. **Annual Residential Backflow Testing:** On April 1st, the 1st reminder letter to have residential backflows tested by June 1st, will go out by mail. City residents can visit www.cityofemmett.org/backflow to view notification of Change to Residential Backflow Testing Starting in 2022 letter, list of backflow testers, and the 1st reminder letter that will be posted on 4/1/22.
3. Energized 8" and 14" water lines for future water reservoir.
4. Located all existing utilities for Skyhawk subdivision.
5. Reset water valves on Johns Ave under canal.
6. Annual clean up at all water/sewer facilities.
7. Completed annual valve excising in the water utility.

Plan for next 30 days

1. **Annual Park Maintenance and Tree Trimming:** For approximately the next thirty days, public works will engage in its annual park maintenance and tree trimming throughout the city in the city's right of way
2. Update: Locust St and Johns Ave intersection is temporarily open until paving can occur in spring
3. Sawtooth Land Survey has been contracted by the city to complete survey work on the Wardwell/McKinley Loop between 12/14/21 to 12/24/21 for the upcoming water/sewer replacement and road reconstruction.
4. South Johns Avenue Rehabilitation Project: Mailboxes are being set back in place. Landscaping and any retaining walls are next to be completed
5. Sewer manhole - grout and/or replacement for those leaking water
6. Repair bad water valves and water valve boxes
7. Water valve exercising for all water distribution valves.
8. Flushing for the next thirty days.
9. Upgrade fire hydrants older than 18 years.

This report does NOT contain any data required by ordinance or statute...that is covered in a separate report

City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Systems Admin Goals (with percentage of completion to date)

- Complete fiber optic network to inner city facilities. Airport in planning stage. **88% Airport & Locust Booster will be last major sites to complete. Airport in works with Fatbeam partner. Cemetery to be completed in Spring.**
- Migrate all servers to cloud over the next 5 years. **35% SysAdmin, Library, Public Works converted to SharePoint cloud storage. Will get clerks converted after FTTH pilot project.**
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **80% Working on zoning items, especially for comp plan.**
- Convert city network from a bridged configuration to routed. **40% Initial plan and IP address scheme. Converted City Park, Highlands Booster, Fire Department, Industrial Park, and Tin building thus far.**
- ARPA Projects and Reporting completion. **15% Initial project plans approved by council. Product procurement in process.**

Expenditures requiring authorization from higher and purpose of expenditure

- None

Training last 30 days

No less than Top Ten Accomplishments since last report

1. Airport weather station config and website
2. Tin Building and Water tower distro switches install
3. Special evidence laptop setup for
4. Replace camera server at Well 9
5. Comp plan GIS data for land use maps
6. New crash reporting software for PD training
7. Assist county with new router configurations
8. Verizon account management meeting and cost review
9. Wi-Fi system wide software/firmware updates
10. Docufiber server and remote connections setup
11. Copy machine pricing for PW and Library
12. Airport router and wifi programming
13. Digline yearly review and mapping update
14. Assist county with Cradlepoint VPNs after router change
15. Airport network rack install
16. Audit documents for CARES and ARPA funds
17. Library TV warranty replacement and install
18. Yubikey for clerks Key Bank access setup
19. New laptop setup for email archiving

Plan for next 30 days

20. Finalize fiber ordinance	21. ARPA Treasury report guidance book
22. Tower agreement for Industrial Park	23. Eticket laptop software installs
24. Builder kick off for fiber to the home pilot	25. Cemetery lighting and camera expansion
26. GIS fiber mapping platform build	27. Cemetery fiber pull
28. Cemetery and water GIS updates	29. Develop recreation page for website
30. Veeam replication server upgrade	31. VMWare upgrade virtual servers clerks/PW