

Library Card Sign-up Month 2024 Proclamation

WHEREAS, libraries are essential for the education and development of children, offering everything from preschool story-times to college and career planning resources for high school students, nurturing literacy and a love for reading;

WHEREAS, libraries provide welcoming spaces where individuals from all backgrounds can learn and connect, bridging cultural, ethnic, generational, and economic divides, and strengthening the social fabric of their communities;

WHEREAS, libraries are committed to creating and maintaining diverse programs and collections that reflect the communities they serve, ensuring access for all;

WHEREAS, libraries assist people of all ages in navigating life's complexities, offering access to research, information, and government services that enhance productivity and fulfillment;

WHEREAS, libraries boost the local economy by providing critical access to technology and training for job-seekers, entrepreneurs, and students;

WHEREAS, during times of crisis, libraries and their staff play a vital role in supporting communities both in-person and virtually;

WHEREAS, the shared resources provided by libraries help households save money, conserve resources, and reduce waste, offering a simple way to make a positive impact;

WHEREAS, a library card ignites creativity, empowers and transforms individuals to explore new interests and pursue lifelong learning;

THEREFORE, be it resolved that I, Mayor Gordon W. Petrie, proclaim September as Library Card Sign-Up Month in Emmett, Idaho and encourage everyone to sign up for a library card today.

		PROPOSED REVENUES 2024-2025			FINAL - Ordinance #2024-03	
		2023 Received	2023-24	2024-25	Change	% Change
01 GENERAL FUND						
301000	USEABLE FUND BALANCE	\$ -	\$ 142,300	\$ 180,000	\$ 37,700	26%
310000	PROPERTY TAX	\$ 1,776,054	\$ 1,878,094	\$ 1,997,408	\$ 119,314	6%
310001	PROPERTY TAX ALLOWANCE	\$ -	\$ (56,343)	\$ (59,918)	\$ (3,575)	6%
319000	PENALTY & INTEREST (Prop Tax)	\$ 11,574	\$ 10,000	\$ 8,000	\$ (2,000)	-20%
321000	MISC LICENSES	\$ 3,860	\$ 4,000	\$ 4,000	\$ -	0%
321011	BEER LICENSES	\$ 3,820	\$ 4,000	\$ 4,000	\$ -	0%
321012	LIQUOR LICENSES	\$ 3,938	\$ 4,000	\$ 4,000	\$ -	0%
321013	WINE LICENSES	\$ 3,600	\$ 4,000	\$ 3,500	\$ (500)	-13%
321015	BARTENDERS LICENSES	\$ 1,700	\$ 1,500	\$ 2,000	\$ 500	33%
321051	POLICE SERV (CHERRY FEST)	\$ 4,000	\$ 4,000	\$ 4,000	\$ -	0%
	SPECIAL EVENT PERMITS	\$ -	\$ 1,000	\$ 1,500	\$ 500	50%
322011	BUILDING PERMITS	\$ 106,092	\$ 75,000	\$ 100,000	\$ 25,000	33%
322012	PLANNING & ZONING REVENUE	\$ 1,040	\$ 2,000	\$ 2,000	\$ -	0%
322013	FIRE PERMITS/INSPECTIONS	\$ 530	\$ 500	\$ 500	\$ -	0%
322030	DOG LICENSES & FEES	\$ 4,155	\$ 5,000	\$ 4,000	\$ (1,000)	-20%
335010	STATE LIQUOR APPORTIONMENT	\$ 156,783	\$ 135,000	\$ 140,000	\$ 5,000	4%
335030	PROPERTY TAX REPLACEMENT	\$ 52,328	\$ 52,734	\$ 52,734	\$ -	0%
335040	AG. EQUIP. TAX REPLACEMENT	\$ 1,043	\$ 1,043	\$ 1,043	\$ -	0%
335060	REVENUE SHARING / STATE	\$ 861,690	\$ 944,937	\$ 815,574	\$ (129,363)	-14%
338040	MAGISTRATE COURT	\$ 20,949	\$ 20,000	\$ 20,000	\$ -	0%
342015	SCHOOL RESOURCE OFFICER	\$ 30,000	\$ 30,000	\$ 30,000	\$ -	0%
342016	CITY RV PARK	\$ 39,499	\$ 30,000	\$ 30,000	\$ -	0%
342020	MISC POLICE GRANTS	\$ 28,069	\$ 20,000	\$ 20,000	\$ -	0%
342021	PICKLEBALL GRANTS	\$ 19,328	\$ -	\$ -	\$ -	#DIV/0!
342022	PARK GRANTS	\$ 123,300	\$ 10,000	\$ 10,000	\$ -	0%
342023	IT SYSTEM GRANTS	\$ -	\$ 10,000	\$ 10,000	\$ -	0%
342024	FIRE DEPT GRANTS	\$ 17,595	\$ 10,000	\$ 10,000	\$ -	0%
342025	AIRPORT GRANTS	\$ 19,975	\$ -	\$ -	\$ -	#DIV/0!
349020	AIRPORT BUILDING RENTALS	\$ 17,987	\$ 17,000	\$ 22,000	\$ 5,000	29%
349030	AIRPORT / PILOTS ASSOC	\$ -	\$ -	\$ -	\$ -	#DIV/0!
349031	PILOTS ASSOC GAS TAX	\$ 135	\$ 100	\$ 100	\$ -	0%
361090	OTHER FINES & FEES	\$ -	\$ 100	\$ 200	\$ 100	100%
371000	INTEREST INCOME	\$ 150,007	\$ 50,000	\$ 90,000	\$ 40,000	80%
379000	MISCELLANEOUS	\$ 8,724	\$ 4,000	\$ 5,000	\$ 1,000	25%
379030	POLICE FUNDRAISERS	\$ 20	\$ -	\$ 1,000	\$ 1,000	#DIV/0!
389020	P&Z GRANTS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
390000	FIRE DEPARTMENT REVENUE	\$ -	\$ -	\$ -	\$ -	#DIV/0!
399010	TRANSFER IN	\$ -	\$ -	\$ -	\$ -	
399010	From #25 to Building	\$ 8,500	\$ 8,500	\$ 8,500	\$ -	0%
399010	From #25 to IT	\$ 57,439	\$ 21,093	\$ 31,336	\$ 10,243	
399010	From #26 to IT	\$ 51,826	\$ 12,430	\$ 16,723	\$ 4,293	
	TOTAL GENERAL FUND	\$ 3,585,559	\$ 3,455,988	\$ 3,569,200	\$ 113,212	3%
	TOTAL GRANTS	\$ 168,963	\$ 40,000	\$ 40,000	\$ -	0%
	TOTAL RECOVERED EXP	\$ -	\$ -	\$ -	\$ -	#DIV/0!
	TOTAL MINUS GRANTS	\$ 3,416,595	\$ 3,415,988	\$ 3,529,200	\$ 113,212	3%
02 ROADS & STREETS						
301000	USEABLE FUND BALANCE	\$ -	\$ -	\$ -	\$ -	#DIV/0!
310000	PROPERTY TAX	\$ 89,089	\$ 94,208	\$ 100,192	\$ 5,984	6%
310001	PROPERTY TAX ALLOWANCE	\$ -	\$ (2,826)	\$ (3,006)	\$ (180)	6%
311000	COUNTY ROAD & BRIDGE TAX	\$ 49,052	\$ 45,200	\$ 45,200	\$ -	0%
311001	HOUSE BILL 312/362	\$ 84,792	\$ 318,864	\$ 449,329	\$ 130,465	41%
316011	GAS FRANCHISE	\$ 45,086	\$ 40,000	\$ 40,000	\$ -	0%
316012	CABLE FRANCHISE	\$ 7,893	\$ 10,000	\$ 10,000	\$ -	0%
316013	POWER FRANCHISE	\$ 60,059	\$ 52,000	\$ 52,000	\$ -	0%
319000	PENALTY & INTEREST	\$ 556	\$ 500	\$ 500	\$ -	0%
334020	PROJECTS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
335020	HIGHWAY USER FUNDS	\$ 338,765	\$ 276,538	\$ 276,538	\$ -	0%
343030	STREET LIGHTS	\$ 55,332	\$ 54,000	\$ 54,000	\$ -	0%
343050	MECHANIC SERVICES	\$ 701	\$ 5,000	\$ 5,000	\$ -	0%
343060	SIDEWALKS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
361020	FEES/PERMITS	\$ 2,815	\$ 1,000	\$ 1,000	\$ -	0%
371000	INTEREST INCOME	\$ 31,311.90	\$ 20,000	\$ 20,000	\$ -	0%
379000	MISCELLANEOUS	\$ 60,636	\$ 4,000	\$ 4,000	\$ -	0%
389000	GRANTS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
399010	TRANSFER IN FROM #27	\$ 20,000	\$ 20,000	\$ -	\$ (20,000)	-100%
	TOTAL ROADS & STREETS	\$ 846,089	\$ 938,484	\$ 1,054,753	\$ 116,269	12%
	TOTAL GRANTS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
	TOTAL LESS GRANTS	\$ 846,089	\$ 938,484	\$ 1,054,753	\$ 116,269	12%

		2023 Received	2023-24	2024-25	Change	% Change
03 LIBRARY						
301000	USEABLE FUNDS	\$ -	\$ -	\$ -	\$ -	
310000	PROPERTY TAX	\$ 213,412	\$ 225,649	\$ 239,985	\$ 14,336	6%
310001	PROPERTY TAX ALLOWANCE	\$ -	\$ (6,769)	\$ (7,200)	\$ (430)	6%
319000	PENALTY & INTEREST	\$ 1,414	\$ 2,000	\$ 2,000	\$ -	0%
334090	GRANTS	\$ 16,517	\$ 25,000	\$ 27,500	\$ 2,500	10%
361020	FEES	\$ 12,586	\$ 11,000	\$ 12,000	\$ 1,000	9%
361030	FINES	\$ 5,026	\$ 7,000	\$ 7,000	\$ -	0%
371000	INTEREST INCOME	\$ 7,325	\$ 3,000	\$ 6,000	\$ 3,000	100%
376000	DONATIONS	\$ 27,174	\$ 29,586	\$ 32,161	\$ 2,575	9%
376010	DESIGNATED DONATIONS			\$ 14,000	\$ 14,000	#DIV/0!
379000	MISCELLANEOUS	\$ 1,513	\$ 500	\$ 500	\$ -	0%
379010	COPIES	\$ 518	\$ 600	\$ 600	\$ -	0%
399010	TRANSFER IN		\$ 7,500	\$ 7,500	\$ -	0%
	TOTAL LIBRARY	\$ 285,484	\$ 305,066	\$ 342,046	\$ 36,981	12.12%
	TOTAL GRANTS	\$ 16,517	\$ 25,000	\$ 27,500	\$ 2,500	10.00%
	TOTAL MINUS GRANTS	\$ 268,967	\$ 280,066	\$ 314,546	\$ 34,481	12.31%
	TOTAL DONATIONS & CARRYOVER	\$ 27,174	\$ 29,586	\$ 32,161	\$ 2,575	0
	TOTAL MINUS INT. & DONATIONS	\$ 241,793	\$ 250,480	\$ 282,385	\$ 31,906	12.74%
23 PERPETUAL CARE FUND						
		2023 Received	2023-24	2024-25	Change	% Change
340000	PERPETUAL CARE	\$ 5,450	\$ 4,000	\$ 4,000	\$ -	0%
371000	INTEREST INCOME	\$ 3,810	\$ 1,000	\$ 1,000	\$ -	0%
	TOTAL PERPETUAL CARE FUND	\$ 9,260	\$ 5,000	\$ 5,000	\$ -	0%
24 CEMETERY FUND						
		2023 Received	2023-24	2024-25	Change	% Change
310000	PROPERTY TAX	\$ 42,562	\$ 45,085	\$ 47,949	\$ 2,864	6%
310001	PROPERTY TAX ALLOWANCE	\$ -	\$ (1,353)	\$ (1,439)	\$ (86)	6%
319000	PENALTY AND INTEREST	\$ 312	\$ 200	\$ 200	\$ -	0%
354010	GRAVE LOT SALES	\$ 43,630	\$ 37,500	\$ 37,500	\$ -	0%
354020	GRAVE LOT OPEN & CLOSE	\$ 41,488	\$ 54,000	\$ 54,000	\$ -	0%
371000	INTEREST INCOME	\$ 5,479	\$ 4,500	\$ 4,500	\$ -	0%
379000	MISCELLANEOUS	\$ -	\$ 400	\$ 400	\$ -	0%
389000	GRANTS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
	TOTAL CEMETERY FUND	\$ 133,471	\$ 140,332	\$ 143,110	\$ 2,778	2%
	TOTAL CEMETERY GRANT	\$ -	\$ -	\$ -	\$ -	
	TOTAL LESS GRANTS	\$ 133,471	\$ 140,332	\$ 143,110	\$ 2,778	2%

		2023 Received	2023-24	2024-25	Change	% Change
5 WATER FUND						
301000	USEABLE FUND BALANCE	\$ -	\$ -	\$ -	\$ -	#DIV/0!
334090	GRANTS/BONDS	\$ 6,836	\$ -	\$ -	\$ -	#DIV/0!
346020	WATER COLLECTIONS	\$ 1,729,754	\$ 1,685,000	\$ 1,685,000	\$ -	0.0%
346060	WATER METER INSTALLATIONS	\$ 211,160	\$ 225,000	\$ 225,000	\$ -	0.0%
346070	FEES & FINES	\$ 69,277	\$ 60,000	\$ 60,000	\$ -	0.0%
371000	INTEREST INCOME	\$ 205,090	\$ 70,000	\$ 170,000	\$ 100,000	142.9%
378000	OVER & SHORT	\$ (2)	\$ 100	\$ 100	\$ -	0.0%
379000	MISCELLANEOUS	\$ -	\$ 100	\$ 100	\$ -	0.0%
379020	RENT	\$ 7,200	\$ 100	\$ 100	\$ -	0.0%
380000	BAD DEBT RECOVERY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
399000	SALE OF PROPERTY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
399010	TRANSFER IN	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL WATER		\$ 2,229,316	\$ 2,040,300	\$ 2,140,300	\$ 100,000	4.90%
TOTAL GRANTS		\$ 6,836	\$ -	\$ -	\$ -	-
TOTAL MINUS GRANTS		\$ 2,222,480	\$ 2,040,300	\$ 2,140,300	\$ 100,000	4.90%
26 SEWER FUND						
301000	USEABLE FUND BALANCE	\$ -	\$ -	\$ -	\$ -	#DIV/0!
334090	GRANTS	\$ 11,176	\$ 25,000	\$ 25,000	\$ -	0.0%
347010	SEWER COLLECTIONS	\$ 2,178,529	\$ 2,160,000	\$ 2,160,000	\$ -	0.0%
347020	SEWER HOOKUPS	\$ 194,170	\$ 162,000	\$ 162,000	\$ -	0.0%
347050	SEWER DUMPING FEES	\$ 75,116	\$ 55,000	\$ 55,000	\$ -	0.0%
371000	INTEREST INCOME	\$ 219,435	\$ 80,000	\$ 180,000	\$ 100,000	125.0%
379000	MISCELLANEOUS	\$ 13,752	\$ 1,000	\$ 1,000	\$ -	0.0%
380000	BAD DEBT RECOVERY	\$ -	\$ 800	\$ 800	\$ -	0.0%
TOTAL SEWER		\$ 2,692,177	\$ 2,483,800	\$ 2,583,800	\$ 100,000	4.0%
TOTAL GRANTS		\$ 11,176	\$ 25,000	\$ 25,000	\$ -	0.0%
TOTAL MINUS GRANTS		\$ 2,681,001	\$ 2,458,800	\$ 2,558,800	\$ 100,000	4.1%
27 SANITATION FUND						
345010	SANITATION COLLECTIONS	\$ 640,671	\$ 640,000	\$ 672,000	\$ 32,000	5.0%
345020	TRASH RECEPTACLE	\$ 103,103	\$ 88,000	\$ 109,000	\$ 21,000	23.9%
371000	INTEREST INCOME	\$ 4,837	\$ 2,000	\$ 6,000	\$ 4,000	200.0%
379000	MISCELLANEOUS	\$ -	\$ 50	\$ 50	\$ -	0.0%
TOTAL SANITATION		\$ 748,610	\$ 730,050	\$ 787,050	\$ 57,000	7.8%
28 UTILITY TECHNOLOGY FUND						
334090	GRANT REVENUE	\$ -	\$ -	\$ -	\$ -	-
348010	IT COLLECTIONS	\$ 15,190	\$ 21,000	\$ 90,000	\$ 69,000	-
348020	INTERNET SVS	\$ 4,209	\$ 900	\$ 5,500	\$ -	-
361020	FEES/PERMITS	\$ -	\$ 5,000	\$ 5,500	\$ -	-
379000	MISCELLANEOUS	\$ 150	\$ 100	\$ 100	\$ -	-
TOTAL UT FUND		\$ 19,549	\$ 27,000	\$ 101,100	\$ 74,100	-
TOTAL UTILITY FUNDS		\$ 5,689,652	\$ 5,281,150	\$ 5,612,250	\$ 98,600	1.9%
32 GOV'T FUND PROJECTS						
365000	ARPA	\$ 38,486	\$ -	\$ -	\$ -	-
TOTAL FUNDS		\$ 38,486	\$ -	\$ -	\$ -	-
35 PROJECTS						
LATE COMERS FEES		2023 Received	2023-24	2024-25		
346000	WATER	\$ 19,000	\$ 2,500	\$ 2,500		
347000	SEWER	\$ 25,632	\$ 3,000	\$ 3,000		
TOTAL LATECOMER FEES		\$ 44,632	\$ 5,500	\$ 5,500	\$ -	0.0%
36 DEVELOPMENT ENGINEERING						
362000	Engineering Pre Pay	\$10,223	\$ 10,000	\$ 10,000		
TOTAL DEVELOPMENT FEES		\$10,223	\$10,000	\$10,000	\$ -	-
TOTAL ALL FUNDS		\$ 10,642,856	\$ 10,141,520	\$ 10,741,860	\$ 600,340	5.92%
TOTAL GRANTS		\$ 203,492	\$ 90,000	\$ 92,500		
TOTAL BOND						

REVENUE

8/23/2024

TOTAL LESS GRANTS & BOND	\$ 10,439,363	\$ 10,051,520	\$ 10,649,360	\$ 597,840	5.95%
PROPERTY TAXES	\$ 2,121,116	\$ 2,243,036	\$ 2,385,534	\$ 142,498	6.35%
REVENUE SHARING/STATE	\$ 861,690	\$ 944,937	\$ 815,574	\$ (129,363)	-13.69%
NEW FISCAL YEAR ONLY					
REVENUE AND EXPENDITURES BY DEPARTMENT - CURRENT YEAR ONLY					
	REVENUE	EXPENDITURE	DIFFERENCE		
GENERAL FUND	\$ 3,569,200	\$ 3,569,200	\$ (0)	\$ -	
ROADS & STREETS	\$ 1,054,753	\$ 1,054,753	\$ (0)	\$ -	
LIBRARY	\$ 342,046	\$ 342,046	\$ 0	\$ -	
PERPETUAL CARE	\$ 5,000	\$ 5,000	\$ -	\$ -	
CEMETERY FUND	\$ 143,110	\$ 143,110	\$ -	\$ -	
WATER	\$ 2,140,300	\$ 2,140,300	\$ 0	\$ -	
SEWER	\$ 2,583,800	\$ 2,583,800	\$ 0	\$ -	
SANITATION	\$ 787,050	\$ 787,050	\$ (0)	\$ -	
TECHNOLOGY UTILITY FUND	\$ 101,100	\$ 101,100	\$ -	\$ -	
LATECOMERS	\$ 5,500	\$ 5,500	\$ -	\$ -	
DEVELOPMENT	\$ 10,000	\$ 10,000	\$ -	\$ -	
TOTAL	\$ 10,741,860	\$ 10,741,860	\$ 0	\$ -	
PROPERTY TAXES BY DEPARTMENT					
	2023 Received	2024	2025	Change	%change
GENERAL	\$ 1,776,054.16	\$ 1,878,094.00	\$ 1,997,408.00	\$ 119,314	6.35%
STREETS	\$ 89,088.69	\$ 94,208.00	\$ 100,192.00	\$ 5,984	6.35%
LIBRARY	\$ 213,411.52	\$ 225,649.00	\$ 239,985.00	\$ 14,336	6.35%
CEMETERY	\$ 42,562.09	\$ 45,085.00	\$ 47,949.00	\$ 2,864	6.35%
TOTAL	\$ 2,121,116.46	\$ 2,243,036.00	\$ 2,385,534.00	\$ 142,498	6.35%

PROPOSED BUDGET 2024-2025 EXPENSES

	2023 Expended	2023-24 Budgeted	2024-25 Proposed	Change	% Change
GENERAL FUND 01					
COUNCIL					
411000					
100 SALARIES	\$ 54,404	\$ 54,000	\$ 54,000	\$ -	0%
210 HEALTH & ACCIDENT INSURANCE	662	750	750	-	0%
220 MEDICARE	\$ 751	\$ 783	\$ 783	-	0%
221 SOCIAL SECURITY	\$ 3,209	\$ 3,348	\$ 3,348	-	0%
230 PERSI	5,093	6,037	6,458	421	7%
250 ALTERNATE PLAN	11,666	21,600	21,600	-	0%
260 WORKERS COMPENSATION	150	200	100	(100)	-50%
520 INSURANCE - LIABILITY	971	1,200	1,470	270	23%
580 TRAVEL & MEETINGS	\$ -	\$ 100	\$ 100	-	0%
581 EDUCATION & TRAINING	\$ -	\$ 600	\$ 600	-	0%
			\$ -		
TOTAL COUNCIL	\$ 76,904	\$ 88,618	\$ 89,209	\$ 591	1%
EXECUTIVE					
413000					
100 SALARIES	\$ 27,088	\$ 27,000	\$ 27,000	\$ -	0%
210 HEALTH & ACCIDENT INSURANCE	71	175	175	-	0%
220 MEDICARE	\$ 375	\$ 392	\$ 392	-	0%
221 SOCIAL SECURITY	\$ 1,604	\$ 1,674	\$ 1,674	-	0%
230 PERSI	-	3,019	3,229	211	7%
250 ALTERNATE PLAN	5,819	3,600	3,600	-	0%
260 WORKERS COMPENSATION	100	100	55	(45)	-45%
520 INSURANCE - LIABILITY	529	550	800	250	45%
572 DUES & SUBSCRIPTIONS	639	800	800	-	0%
580 TRAVEL & MEETINGS	\$ 265	\$ 250	\$ 250	-	0%
581 EDUCATION & TRAINING	\$ 800	\$ 900	\$ 900	-	0%
610 OFFICE SUPPLIES	\$ -	\$ 600	\$ 600	-	0%
			\$ -		
TOTAL EXECUTIVE	\$ 37,291	\$ 39,060	\$ 39,475	\$ 415	
CITY CLERK & TREASURER					
	Spent	Budgeted	Proposed	Change	% Change
415000					
100 SALARIES	\$ 20,354	\$ 25,900	\$ 27,000	\$ 1,100	4%
105 SALARIES-ADMINISTRATIVE	\$ 34,431	\$ 36,700	\$ 37,800	\$ 1,100	3%
180 SALARIES - PART TIME	\$ 8,303	\$ 21,450	\$ 11,100	\$ (10,350)	-48%
210 HEALTH & LIFE INSURANCE	\$ 6,927	\$ 8,800	\$ 9,450	\$ 650	7%
220 MEDICARE	\$ 884	\$ 1,219	\$ 1,101	\$ (118)	-10%
221 SOCIAL SECURITY	\$ 3,781	\$ 5,211	\$ 4,706	\$ (505)	-10%
230 PERSI	\$ 6,273	\$ 9,397	\$ 9,078	\$ (319)	-3%
260 WORKERS COMPENSATION	\$ 702	\$ 600	\$ 1,881	\$ 1,281	214%
265 UNEMPLOYMENT CLAIMS	\$ -	\$ -	\$ -		#DIV/0!
320 AUDITING	\$ 10,000	\$ 15,500	\$ 15,900	\$ 400	3%
410 UTILITIES	\$ 2,711	\$ 3,000	\$ 3,100	\$ 100	3%
423 JANITORIAL SERVICE/SUPPLIES	\$ 1,988	\$ 4,000	\$ 4,000	\$ -	0%
430 MAINTENANCE - EQUIPMENT	\$ 4,403	\$ 4,000	\$ 4,000	\$ -	0%
431 MAINTENANCE - BUILDINGS	\$ 14,329	\$ 5,000	\$ 5,000	\$ -	0%
460 RE-CODIFICATION	\$ 3,302	\$ 2,500	\$ 3,000	\$ 500	20%
520 INSURANCE - LIABILITY	\$ 1,765	\$ 2,000	\$ 1,800	\$ (200)	-10%
530 TELEPHONE	\$ 969	\$ 1,096	\$ 1,500	\$ 404	37%
541 PUBLICATION AND RECORDING	\$ 2,019	\$ 2,500	\$ 2,500	\$ -	0%
572 DUES & SUBSCRIPTIONS	\$ 17,571	\$ 20,000	\$ 20,000	\$ -	0%
581 EDUCATION & TRAINING	\$ 1,528	\$ 2,500	\$ 2,500	\$ -	0%
582 COMMUNITY/EMPLOYEE EVENTS	\$ 4,742	\$ 5,000	\$ 5,500	\$ 500	10%
610 OFFICE SUPPLIES	\$ 4,702	\$ 6,000	\$ 6,500	\$ 500	8%
611 POSTAGE	\$ 1,318	\$ 1,550	\$ 2,050	\$ 500	32%
622 EQUIPMENT	\$ 2,516	\$ 5,000	\$ 5,000	\$ -	0%
626 VEHICLE GAS/MAINTENANCE	\$ 525	\$ 500	\$ 500	\$ -	0%
741 CAPITAL PROJECTS	\$ 9,380	\$ 40,000	\$ 50,000	\$ 10,000	25%
815 MISCELLANEOUS	\$ 64	\$ 1,000	\$ 1,000	\$ -	0%
TOTAL CITY CLERK & TREASURER	\$ 165,487	\$ 230,423	\$ 235,966	\$ 5,543	2%
	\$ -	\$ -	\$ -	\$ -	
TOTAL CITY CLERK & TREAS	\$ 165,487	\$ 230,423	\$ 235,966	\$ 5,543	2%
					\$235,966
CITY ATTORNEY					
	2023 Spent	2023-24 Budgeted	2024-25 Proposed	Change	% Change
416000					
322 PROSECUTION CONTRACT	\$ 43,325	\$ 43,325	\$ 43,325	\$ -	0%
325 LEGAL FEES	\$ 38,500	\$ 39,600	\$ 40,800	\$ 1,200	3%
			\$ -		#DIV/0!
TOTAL CITY ATTORNEY	\$ 81,825	\$ 82,925	\$ 84,125	\$ 1,200	1%

PLANNING & ZONING

417000									
100 SALARIES	\$	7,472	\$	36,500	\$	38,250	\$	1,750	5%
110 SALARIES/Clerical	\$	70	\$	-	\$	-	\$	-	#DIV/0!
210 HEALTH & LIFE INSURANCE	\$	680	\$	22,600	\$	17,550	\$	(5,050)	-22%
220 MEDICARE	\$	58	\$	529	\$	555	\$	26	5%
221 SOCIAL SECURITY	\$	247	\$	2,263	\$	2,372	\$	109	5%
230 PERSI	\$	456	\$	4,081	\$	4,575	\$	494	12%
329 P&Z EXPENSE	\$		\$		\$	3,600			
330 MAPPING AND SURVEYS	\$	8,263	\$	1,000	\$	1,000	\$	-	0%
541 PUBLICATION AND RECORDING	\$	2,337	\$	2,000	\$	1,000	\$	(1,000)	-50%
572 DUES/SUBSCRIPTIONS	\$	-	\$	500	\$	500	\$	-	0%
581 EDUCATION AND TRAINING	\$	-	\$	1,000	\$	1,000	\$	-	0%
610 OFFICE SUPPLIES	\$	1,323	\$	1,000	\$	750	\$	(250)	-25%
741 CAPITAL PROJECTS									
							\$	-	
TOTAL PLANNING & ZONING	\$	20,906	\$	71,473	\$	71,152	\$	(321)	0%
									\$71,152

POLICE DEPARTMENT

421000							Change	% Change	
100 SALARIES	\$	663,913	\$	700,500	\$	763,200	\$	62,700	9%
105 SALARIES - ADMINISTRATIVE	\$	83,157	\$	86,000	\$	90,250	\$	4,250	5%
110 SALARIES - CLERICAL	\$	42,517	\$	43,800	\$	46,000	\$	2,200	5%
160 SALARIES - OVERTIME	\$	22,131	\$	12,000	\$	12,000	\$	-	0%
161 GRANT OVERTIME	\$	9,809	\$	10,500	\$	10,800	\$	300	3%
180 SALARIES - PART TIME	\$	20,105	\$	41,700	\$	57,100	\$	15,400	37%
210 HEALTH & ACCIDENT INSURANCE	\$	191,206	\$	250,000	\$	305,300	\$	55,300	22%
220 MEDICARE	\$	11,522	\$	12,970	\$	14,201	\$	1,230	9%
221 SOCIAL SECURITY	\$	49,265	\$	55,459	\$	60,720	\$	5,261	9%
230 PERSI	\$	98,340	\$	113,081	\$	135,110	\$	22,028	19%
260 WORKERS COMPENSATION	\$	26,800	\$	23,000	\$	26,700	\$	3,700	16%
265 UNEMPLOYMENT CLAIMS	\$	-	\$	-	\$	-	\$	-	
324 ANIMAL CONTROL	\$	12,797	\$	12,300	\$	12,300	\$	-	0%
331 DISPATCH	\$	73,066	\$	39,460	\$	42,000	\$	2,540	6%
335 ILETS	\$	4,588	\$	19,000	\$	19,000	\$	-	0%
351 GRANT EXPENDITURE	\$	15,513	\$	20,000	\$	20,000	\$	-	0%
380 CONTRACT LABOR	\$	-	\$	-	\$	3,000	\$	3,000	#DIV/0!
410 UTILITIES	\$	2,711	\$	3,000	\$	3,000	\$	-	0%
423 JANITORIAL SERVICE/SUPPLIES	\$	2,274	\$	2,800	\$	2,800	\$	-	0%
430 MAINTENANCE - EQUIPMENT	\$	3,232	\$	5,200	\$	5,500	\$	300	6%
431 MAINTENANCE - BUILDING	\$	3,215	\$	3,000	\$	4,500	\$	1,500	50%
432 MAINTENANCE - VEHICLES	\$	18,274	\$	10,500	\$	20,000	\$	9,500	90%
520 INSURANCE - LIABILITY	\$	20,295	\$	21,000	\$	30,600	\$	9,600	46%
530 TELEPHONE	\$	15,664	\$	14,000	\$	15,000	\$	1,000	7%
572 DUES & SUBSCRIPTIONS	\$	20,625	\$	20,000	\$	20,000	\$	-	0%
581 EDUCATION & TRAINING	\$	8,610	\$	9,000	\$	10,000	\$	1,000	11%
583 DRUG TEST/POLYGRAPH/MEDICAL	\$	2,242	\$	2,400	\$	2,400	\$	-	0%
610 OFFICE SUPPLIES	\$	3,119	\$	2,000	\$	3,000	\$	1,000	50%
614 POLICE FUND RAISING	\$	-	\$	-	\$	-	\$	-	#DIV/0!
620 CLOTHING ALLOWANCE	\$	10,683	\$	7,600	\$	9,000	\$	1,400	18%
626 VEHICLES - GAS	\$	32,790	\$	38,000	\$	35,000	\$	(3,000)	-8%
660 EQUIPMENT	\$	26,701	\$	30,000	\$	30,000	\$	-	0%
741 CAPITAL PROJECTS	\$	56,584	\$	10,000	\$	-	\$	(10,000)	-100%
742 VEHICLES - CAPITALIZED	\$	22,180	\$	80,000	\$	32,500	\$	(47,500)	-59%
815 MISCELLANEOUS	\$	4,516	\$	2,450	\$	2,500	\$	50	2%
							\$	-	
TOTAL POLICE	\$	1,578,441	\$	1,700,720	\$	1,843,481	\$	142,761	8%
TOTAL SALARIES GRANT	\$	25,323	\$	30,500	\$	30,800	\$	300	1%
TOTAL LESS GRANTS							\$	-	#DIV/0!
	\$	1,553,119	\$	1,670,220	\$	1,812,681	\$	142,461	9%

FIRE DEPARTMENT

423000							Change	% Change	
100 SALARIES	\$	-	\$	47,850	\$	52,100	\$	4,250	9%
105 SALARIES-ADMINISTRATIVE	\$	76,834	\$	76,350	\$	80,200	\$	3,850	5%
170 SALARIES-FIREMEN	\$	62,558	\$	70,000	\$	70,000	\$	-	0%
180 SALARIES-PART TIME	\$	2,963	\$	-	\$	-	\$	-	#DIV/0!
210 HEALTH & ACCIDENT INS	\$	24,520	\$	31,500	\$	34,000	\$	2,500	8%
220 MEDICARE	\$	2,025	\$	2,816	\$	2,933	\$	117	4%
221 SOCIAL SECURITY	\$	8,656	\$	12,040	\$	12,543	\$	502	4%
230 PERSI	\$	9,206	\$	16,469	\$	19,382	\$	2,913	18%
260 WORKERS COMPENSATION	\$	3,750	\$	5,000	\$	4,650	\$	(350)	-7%
265 UNEMPLOYMENT CLAIMS	\$	-	\$	-	\$	-	\$	-	#DIV/0!
331 DISPATCH	\$	1,500	\$	1,000	\$	1,000	\$	-	0%
351 GRANT EXPENSE	\$	11,701	\$	10,000	\$	10,000	\$	-	0%
410 UTILITIES	\$	5,349	\$	5,100	\$	5,100	\$	-	0%
430 MAINTENANCE - EQUIP	\$	24,675	\$	20,000	\$	20,000	\$	-	0%
431 MAINTENANCE - BLDG	\$	1,884	\$	2,500	\$	2,500	\$	-	0%
520 INSURANCE - LIABILITY	\$	4,412	\$	5,000	\$	6,700	\$	1,700	34%
530 TELEPHONE	\$	2,134	\$	3,000	\$	3,500	\$	500	17%
572 DUES & SUBSCRIPTIONS	\$	4,830	\$	7,000	\$	7,000	\$	-	0%

581 EDUCATION/TRAINING	\$ 5,458	\$ 6,000	\$ 6,000	\$ -	0%
583 DRUG TEXT/POLY/MED	\$ 415	\$ 500	\$ 500	\$ -	0%
610 OFFICE SUPPLIES	\$ 992	\$ 1,700	\$ 1,700	\$ -	0%
626 VEHICLE-GAS	\$ 5,041	\$ 6,000	\$ 7,000	\$ 1,000	17%
660 EQUIPMENT	\$ 20,310	\$ 22,000	\$ 22,000	\$ -	0%
741 CAPITAL PROJECTS	\$ -	\$ -	\$ -	\$ -	-
815 MISCELLANEOUS	\$ 976	\$ 1,000	\$ 1,200	\$ -	-
TOTAL FIRE DEPARTMENT	\$ 280,185	\$ 352,825	\$ 370,008	\$ 17,183	5%
TOTAL LESS GRANTS	\$ 11,701	\$ 10,000	\$ 10,000	\$ -	0%
	\$ 268,484	\$ 342,825	\$ 360,008	\$ 17,183	5%
					%
				Change	Change
BUILDING OFFICIAL					
424000					
100 SALARIES	\$ 814	\$ -	\$ -		
105 SALARIES - ADMINISTRATIVE	\$ 87,475	\$ 89,600	\$ 94,100	\$ 4,500	5%
210 HEALTH & ACCIDENT INSURANCE	\$ 19,928	\$ 22,600	\$ 24,500	\$ 1,900	8%
220 MEDICARE	\$ 1,204	\$ 1,299	\$ 1,364	\$ 65	5%
221 SOCIAL SECURITY	\$ 5,150	\$ 5,555	\$ 5,834	\$ 279	5%
230 PERSI	\$ 10,317	\$ 10,017	\$ 11,254	\$ 1,237	12%
260 WORKERS COMPENSATION	\$ 600	\$ 1,000	\$ 930	\$ (70)	-7%
265 UNEMPLOYMENT CLAIMS	\$ -	\$ -	\$ -		
432 MAINTENANCE-VEHICLES	\$ -	\$ 500	\$ 1,000	\$ 500	100%
520 INSURANCE-LIABILITY	\$ 2,294	\$ 2,400	\$ 3,470	\$ 1,070	45%
530 TELEPHONE	\$ 931	\$ 1,000	\$ 1,000	\$ -	0%
572 DUES & SUBSCRIPTIONS	\$ 1,374	\$ 2,500	\$ 2,500	\$ -	0%
581 EDUCATION & TRAINING	\$ 780	\$ 1,000	\$ 1,000	\$ -	0%
610 OFFICE SUPPLIES	\$ 453	\$ 700	\$ 700	\$ -	0%
626 VEHICLE-GAS	\$ 1,950	\$ 4,000	\$ 2,000	\$ (2,000)	-50%
654 BACKFLOW MANAGEMENT	\$ 1,982	\$ 8,500	\$ 8,500	\$ -	0%
741 CAPITAL PROJECTS	\$ -	\$ 5,000	\$ 3,500	\$ (1,500)	-30%
815 MISCELLANEOUS	\$ 177	\$ 500	\$ 500	\$ -	0%
TOTAL BUILDING OFFICIAL	\$ 135,428	\$ 156,171	\$ 162,152	\$ 5,981	4%
					\$162,152
AIRPORT					
437000					
105 SALARIES-ADMINISTRATIVE	\$ -	\$ -	\$ -	\$ -	#DIV/0!
210 HEALTH & ACCIDENT INS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
220 MEDICARE	\$ -	\$ -	\$ -	\$ -	#DIV/0!
221 SOCIAL SECURITY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
230 PERSI	\$ -	\$ -	\$ -	\$ -	#DIV/0!
260 WORKERS COMPENSATION	\$ -	\$ -	\$ -	\$ -	#DIV/0!
351 GRANT EXPENDITURE	\$ -	\$ -	\$ -	\$ -	#DIV/0!
410 UTILITIES	\$ 390	\$ 3,090	\$ 3,090	\$ -	0%
430 MAINTENANCE-EQUIPMENT	\$ 1,577	\$ 1,575	\$ 1,575	\$ -	0%
431 MAINTENANCE-BUILDINGS	\$ 600	\$ 1,250	\$ 1,250	\$ -	0%
434 MAINTENANCE PILOTS	\$ 218	\$ 400	\$ 400	\$ -	0%
442 MAINTENANCE-AIRPORT	\$ 13,114	\$ 13,306	\$ 13,306	\$ -	0%
520 INSURANCE-LIABILITY	\$ 353	\$ 360	\$ 536	\$ 176	49%
741 CAPITAL PROJECTS	\$ 29,950	\$ 10,300	\$ 10,300	\$ -	0%
TOTAL AIRPORT	\$ 46,202	\$ 30,281	\$ 30,457	\$ 176	1%
TOTAL GRANTS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL LESS GRANTS	\$ 46,202	\$ 30,281	\$ 30,457	\$ 176	1%
					%
				Change	Change
PARKS					
100 SALARIES	\$ 67,734	\$ 85,500	\$ 71,200	\$ (14,300)	-17%
105 SALARIES-ADMINISTRATIVE	\$ -	\$ -	\$ -	\$ -	#DIV/0!
180 SALARIES- PART TIME	\$ -	\$ -	\$ -	\$ -	#DIV/0!
210 HEALTH & ACCIDENT INSURANCE	\$ 12,694	\$ 31,500	\$ 15,600	\$ (15,900)	-50%
220 MEDICARE	\$ 940	\$ 1,240	\$ 1,032	\$ (207)	-17%
221 SOCIAL SECURITY	\$ 4,020	\$ 5,301	\$ 4,414	\$ (887)	-17%
230 PERSI	\$ 7,692	\$ 9,559	\$ 8,516	\$ (1,043)	-11%
260 WORKERS COMPENSATION	\$ 1,200	\$ 2,500	\$ 1,860	\$ (640)	-26%
265 UNEMPLOYMENT CLAIMS	\$ -	\$ -	\$ -		
351 GRANT EXPENDITURE	\$ -	\$ -	\$ 10,000	\$ 10,000	#DIV/0!
410 UTILITIES	\$ 10,276	\$ 14,000	\$ 14,000	\$ -	0%
424 WEED CONTROL	\$ 8,219	\$ 7,600	\$ 7,600	\$ -	0%
430 MAINTENANCE-EQUIPMENT	\$ 27,130	\$ 17,500	\$ 17,500	\$ -	0%
431 MAINTENANCE-BUILDINGS	\$ 12,067	\$ 12,500	\$ 12,500	\$ -	0%
438 MAINTENANCE-TREES/PARK	\$ 900	\$ 6,000	\$ 6,000	\$ -	0%
520 INSURANCE-LIABILITY	\$ 2,029	\$ 2,000	\$ 3,100	\$ 1,100	55%
530 TELEPHONE	\$ 702	\$ 1,000	\$ 1,500	\$ 500	50%
581 EDUCATION/TRAINING	\$ -	\$ 500	\$ 500	\$ -	0%
583 DRUGTEST/POLY/MED	\$ 125	\$ 100	\$ 500	\$ 400	400%
620 CLOTHING ALLOWANCE	\$ 156	\$ 500	\$ 1,000	\$ 500	100%
626 VEHICLE-GAS	\$ 1,517	\$ 3,500	\$ 3,500	\$ -	0%
741 CAPITAL PROJECTS	\$ 322,785	\$ 52,000	\$ 15,000	\$ (37,000)	-71%

TOTAL FUND	\$ 20,642	\$ 27,000	\$ 101,100		
TOTAL UTILITY FUND	\$ 5,123,885	\$ 5,281,149	\$ 5,612,250	\$ 331,101	6%
TOTAL UTILITY GRANTS	\$ -	\$ 75,000	\$ 75,000	\$ -	100%
TOTAL LESS GRANT	\$ 5,123,885	\$ 5,206,149	\$ 5,537,250	\$ 331,101	6%
GOV'T FUND PROJECTS #32					
465000					
760 ARPA PROJECT EXPENSE	\$ 145,592	\$ -	\$ -		
TOTAL FUND	\$ 145,592				
LATECOMERS FUND #35					
439000					
841 Reimbursement-Developer	\$ 44,633	\$ 5,500	\$ -		
TOTAL LATECOMERS	\$ 44,633	\$ 5,500	\$ 5,500		
DEVELOPMENT ENGINEERING FUND #36					
462000					
375 Engineering	\$ 13,100	10,000	\$ 10,000		
TOTAL FUND	\$ 13,100	10,000	\$ 10,000		
ART COMMISSION					
	\$ 1,439	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL FUND	\$ 1,439	\$ -	\$ -	\$ -	#DIV/0!	
TOTAL ALL FUNDS	\$ 9,799,698	\$ 10,141,520	\$ 10,741,860	\$ 600,340		6%
TOTAL GRANTS	\$ 47,951	\$ 140,500	\$ 163,300	\$ 22,800		16%
TOTAL LESS GRANTS	\$ 9,751,747	\$ 10,001,020	\$ 10,578,560	\$ 577,540		6%



*Office of the City Clerk
501 E. Main Street
Emmett, ID 83617
208-365-6050*

August 27, 2024

RE: 2024-25 Fiscal Year Budget Appropriations

ATTENTION: City Council

A public hearing was conducted on 8/27/24 to consider annual budget appropriations for fiscal year 2024-2025

I am requesting a MOTION to approve the annual appropriations for the City of Emmett in the amount of \$10,741,860 for fiscal year beginning October 1, 2024 and ending September 30, 2025.

Thank you,

Lyleen Jerome

City Clerk/Treasurer/HR

City of Emmett 208-365-6050 opt#3

e-mail: ljerome@cityofemmett.org



City of Emmett Council Meeting

August 13, 2024

Regular Meeting

The Emmett City Council held a meeting at 501 E. Main Street, Emmett, Idaho.
Mayor Petrie called the meeting to order at 5:30 p.m.
Mayor Petrie led the Pledge of Allegiance
Zeke Ortiz offered the Community Invocation

Council Present: Council President Henderson, Councilor Tom Butler, Councilor Denise Sorenson, Councilor Jody Harris, Councilor Steve Nebeker

Council Present by Phone: None

Council Absent: Councilor Gary Resinkin

City Attorney: Jake Sweeten

Staff Present: Lyleen Jerome, Mike Knittel, Steve Kunka, Mike Giery, Clint Seamons, Brian Sullivan, Alyce Kelley

Staff Present by Zoom: None

Public Present: Jethro Batchelor, 904 S. McKinley Ave, Emmett, ID

Amendments to the Agenda: None

Declaration of Conflict of Interest: None

Declaration of Council Members' Discussion Outside an Open Meeting:

Councilor Nebeker declared that John Wood left documents with GCFD Chief Mike Welch and asked the Chief to get the documents to him, the documents included information about race track that Mr. Wood owns. These documents were turned into the City Clerk along with a disclosure of the conversation, these documents are included in the council packet. Councilor Nebeker also declared that he was approached by Roy Dransfield of Frontier Cinema and was told by Roy that Mr. Wood is going around to businesses to try and get support for the race track because there is a "problem with the city" the conversation about the race track lasted about 10 minutes with Roy. Councilor Nebeker stated that the information provided and the verbal conversion will not affect any future decision if anything is brought before the council.

Councilor Sorenson declared that John Wood came into her place of work at Potter Funeral Chapel and gave her the same documents that Councilor Nebeker had received and she had a brief conversation with Mr. Wood until she had to excuse herself to help patrons that were needing her assistance. Councilor Sorenson also stated that she was approached by Del Gray of the Messenger Index to asked why the city was trying to "pull the plug" on something that Mr. Wood has put so much money in and that it is the same 8-9 people that are complaining about the race track but everyone else is appreciative of the track. Councilor Sorenson stated that the information and conversations that were conducted with Mr. Wood and Mr. Gray, will not affect a future decision, if any, should something come before council.

Council President Henderson declared that Rick Rudd came to her house to present her with documents from John Wood. President Henderson explained to Mr. Rudd that she could not speak to him about Mr. Wood or the race track and she refused to take the documents that Mr. Rudd was trying to deliver to her.

Councilor Butler declared that he was told by Tina Hefley of the Chamber of Commerce that John Wood was trying to find him to talk to him about the race track but Councilor Butler did not speak to John Wood as Mr. Wood was not able make contact with him. Also, Councilor Butler declared that he was at the airport for the purpose of teaching a class and was approached by airport personnel of why the airport had been shut down as they were highly disgruntled about it affecting their business. Mayor Petrie asked Public Works Director, Clint Seamons to explain why the airport was shut down. Mr. Seamons explained that it was shut down so the BLM could bring in the equipment to fight the fires in our area. For safety of all involved, the airport was closed for all leisure uses, the airport committee, pilots and business were all notified of the purpose of closure.

Councilor Harris stated that she was not contacted by anyone and does not have anything to declare.

Councilor Resinkin was absent from the meeting – no declarations.

Mayor addressed the councilmembers and asked if any of this information presented would make a difference in any vote that may be made in the future on any of these issues presented. All councilmembers present indicated it would not "sway" any of their votes.

City Attorney, Jake Sweeten addressed the council on the importance of adhering to the legal requirements by declaring these types of conversations if they transpire. He commended them for following the policy as set by law.

ELECTED OFFICIALS:

Mayor: None

City Council: None

Announcements and Good of the Order: None

CONSENT AGENDA:

Approval of Minutes – July 23, 2024 – Regular Council Meeting

Approval of Accounts Payables

Approval of Permits – Bartenders – Kristina Lawson, Chrystal McMaster, Daniel Neves, Tiffini Stuart, Jonathan Woodworth.

Council President Henderson **MOVED TO APPROVE THE CONSENT AGENDA.** Seconded by Councilor Harris. **Motion carried by voice vote.**

City of Emmett Council Meeting

August 13, 2024

Regular Meeting

BUSINESS:

Mike Giery, Fire Marshal requests approval to surplus equipment for the Emmett Fire Department. Councilor Nebeker **MOVED TO RECONSIDER THE MOTION MADE IN THE JULY 23, 2024 MEETING ON 55 HAZMAT ITEMS BEING SURPLUSED AND TAKEN TO AUCTION, TWELVE OF THOSE ORIGINAL ITEMS WILL NOW BE SURPLUSED TO THE GEM COUNTY SHERIFFS OFFICE IN LIEU OF GOING TO AUCTION.** Seconded by Council President Henderson. **Motion carried by voice vote.**

Mike Knittel, Systems Administrator requests approval to continue the examination of implementing impact fees. Councilor Butler **MOVED TO APPROVE AND DIRECT THE STAFF TO CONTINUE EXPLORING THE IMPLEMENTATION OF IMPACT FEES.** Seconded by Councilor Sorenson. **Motion carried by voice vote.**

Lyleen Jerome, City Clerk requests approval to revise the current personnel policy to include holiday pay and sick pay to part-time employees by way of Resolution #R2024-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EMMETT, IDAHO, ADOPTING A PERSONNEL POLICY. Councilor Butler **MOVED TO APPROVE RESOLUTION #R2024-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EMMETT, IDAHO, ADOPTING A PERSONNEL POLICY.** Seconded by Council President Henderson. **Motion carried by voice vote.**

ACTIVITY REPORTS:

Building Official/City Planner – Brian Sullivan – Reported
City Clerk, Lyleen Jerome – Reported
Fire Marshal – Mike Giery- Reported
Library Director, Alyce Kelley – Reported
Police Chief, Steve Kunka – Reported
Public Works, Clint Seamons – Reported
IT Systems Director, Mike Knittel – Reported

ADJOURN

Councilor Harris **MOVED TO ADJOURN.** Seconded by Sorenson. **Motion carried by voice vote.**

Meeting adjourned at 6:03 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name ROCHELLE RUSSELL

Date Application Received 07/09/24 By SJ

- New Application** **Renewal Application**
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Background Check *[Signature]*
 _____ Emmett Police Name/Records Check
 _____ Gem County Sheriff's Name/Records Check
 _____ Application Approved
 _____ Application Denied
 _____ *[Signature]* 8-1-24
 Chief of Police (signature) Date
- Fingerprint Results Attached (New only) _____

City Council

- Added to Council Agenda for approval
- City Council Approved Yes No _____
 Council Date

Official Permit

- Created _____
- Mailed _____

Tracking # _____

ORDINANCE #O2024-03

AN ORDINANCE TITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 APPROPRIATING THE SUM OF \$10,741,860 TO DEFRAY THE EXPENSE AND LIABILITIES OF THE CITY OF EMMETT, IDAHO FOR SAID FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE.

BE IT ORDAINED by the Mayor and City Council of Emmett, Gem County, Idaho.

Section 1: That the sum of \$10,741,860 be, and the same is appropriated to defray the necessary expenses and liabilities of the City of Emmett, Gem County, Idaho for the fiscal year beginning October 1, 2024.

Section 2: The objects and the purposes for which such appropriation is made, and the amount of each object and purpose is as follows:

ESTIMATED EXPENDITURES:		
GENERAL FUND	AMOUNT APPROPRIATED	AMOUNT TO BE RAISED FROM TAXES
City Council	\$ 89,209	
Executive	\$ 39,475	
City Clerk	\$ 235,966	
City Attorney	\$ 84,125	
Planning & Zoning	\$ 71,152	
Police Department	\$ 1,843,481	
Fire Department	\$ 370,008	
Building Official	\$ 162,152	
Airport	\$ 30,457	
Parks	\$ 196,572	
IT	\$ 439,103	
Transfer-Library	\$ 7,500	
TOTAL GENERAL FUND APPROPRIATIONS	\$ 3,569,200	\$ 1,997,408
SPECIAL FUNDS	AMOUNT APPROPRIATED	AMOUNT TO BE RAISED FROM TAXES
Road and Street	\$ 1,054,753	\$ 100,192
Library	\$ 342,047	\$ 239,985
Perpetual Care	\$ 5,000	
Cemetery	\$ 143,110	\$ 47,949
Water	\$ 2,140,300	
Sewer	\$ 2,583,800	
Sanitation	\$ 787,050	
Technology Fund	\$ 101,100	
Projects	\$ 15,500	
TOTAL FUND APPROPRIATIONS	\$ 7,172,660	\$ 388,126
TOTAL EXPENSES	\$10,741,860	\$ 2,385,534

Section 3: That a general tax levy on all taxable property within the City of Emmett be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2024.

Section 4: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5: This ordinance shall take effect and be in full force upon its passage, approval and publication in one issue of the Messenger Index, a newspaper of general circulation in the City of Emmett, and the official newspaper of the City.

PASSED under suspension of rules upon which a roll call vote was taken and duly enacted an Ordinance of the City of Emmett, Gem County, Idaho at a convened meeting of the City of Emmett City Council held the 27th day of August 2024.

ATTEST:

Gordon Petrie, Mayor

Lyleen Jerome, City Clerk



EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617

Fax 365-6062 Phone 365-6055

Steve Kunka, Chief of Police

August 22, 2024

Mayor Gordon Petrie
Emmett City Council


This letter is my approval of The MOI Car Show on Sept 2nd 2024. This event was presented to me a week before the first council meeting in August. Because of a breakdown in communication, we were unable to get it to council in a timelier mater. With that said I still approve the road closure as attached.

Because of time restraints MOI was unable to get a traffic plan from a traffic control company. The attached plan was drawn up by both Zeik Ortiz and myself. I will be putting out the appropriate road closure signs prior to the event. The signs will be put on the roadway by members of the MOI at 0700 and removed around 1300 hours.

If any concerns or issues come up, they will be resolved between Zeik Ortiz and me. Mr. Ortiz is aware that next year he will need to get his road closure approved no later the 45 days before the event.

Steve Kunka

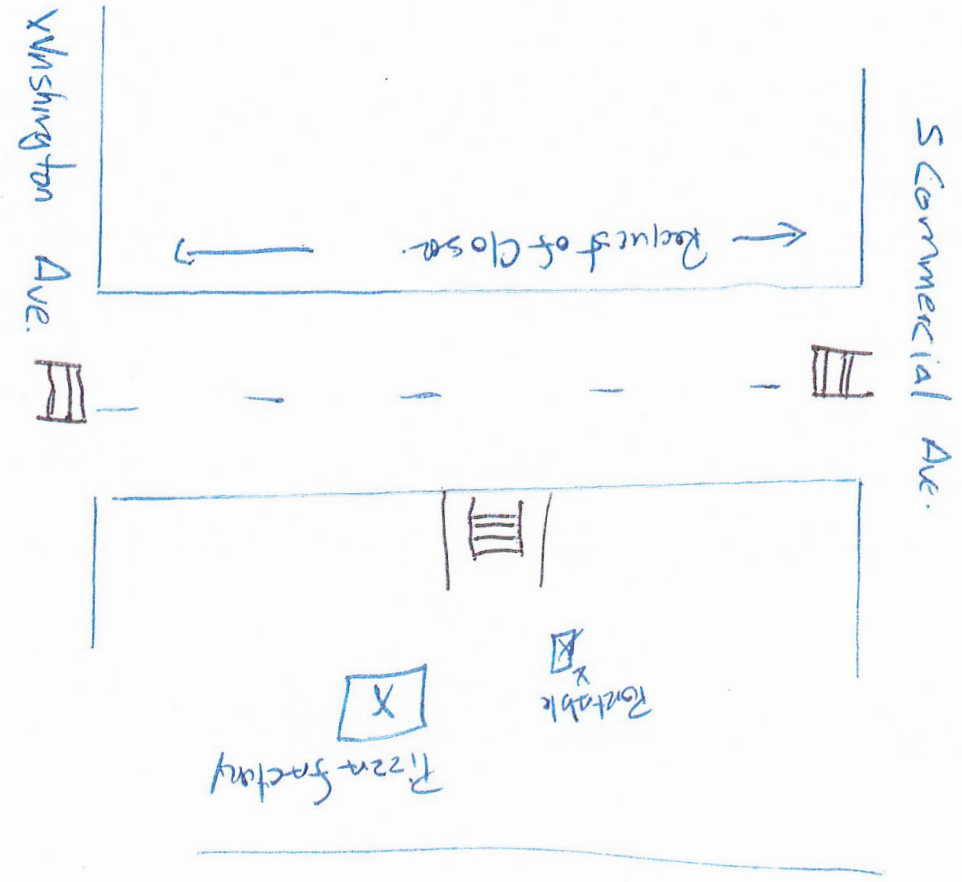
Chief of Police

 = Road Closed Sign Level 3

Emme H Pizza factory
2
MOI (M2 Shop)

102 W 5TH ST

→ N





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

Wednesday August 21, 2024

Mayor, City Council:

I am requesting a **MOTION to approve the low bid award to Butte Fence Inc in the amount of \$16,713.99 for the Booster Station Gate Project.**

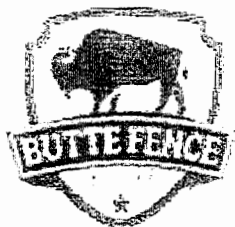
Attached is the summary of bids and quotes for your review.

Thank you,

Clint Seamons, Public Works Director

Summary of BIDS - Booster Station Gate Project

Date received	Company	BID Amount
7/25/2024	Butte Fence Inc	\$ 16,713.99 Lowest BID Received
8/9/2024	Cascade Fence Co	\$ 22,700.00
	Anvil Fence	No response received



Butte Fence, Inc.

5233 W. Franklin Rd
 Meridian, Idaho 83642
 (p) 208-884-0203
 info@buttefence.com

Quote

Order Number: 0173396
 Order Date: 7/25/2024

Salesperson: 0014 Ben Jackson
 Customer Number: 10-CITYOFEMMETT

Bill To:
 City Of Emmett
 601 E. 3rd St.
 Emmett, ID 83617

Ship To:
 City Of Emmett
 1380 E. Locust St.
 Emmett, ID 83617

Phone: 208-941-1251

Customer P.O.	Ship VIA	Expire Date	Terms			
		8/9/2024	No Terms			
Item Code	Description	Unit	Ordered	Shipped	Price	Amount
IN-SJ-SECTION-REMO VAL-2	2 GATE REMOVAL	EACH	1.00	0.00	67.06	67.06
IN-MIN-DISPOSAL	MINIMUM DISPOSAL FEE	EACH	1.00	0.00	84.00	84.00
CLP4.12-DQ40	CLF 4 X 12 DQ40 POST	EACH	2.00	0.00	261.94	523.88
CLA4-DOME-PS	CLF 4 DOME CAP PS	EACH	2.00	0.00	13.55	27.10
LBAG	PREMIX CONCRETE BAG 80LB	EA	8.00	0.00	6.87	54.96
CLG6.15-CANTILEVER	6T X 15W CANTILEVER GATE WITH ROLLER	SEACH	1.00	0.00	4,810.55	4,810.55
/CHAINLINK	SLIDE GATE OPERATING SYSTEM	EACH	1.00	0.00	4,487.00	4,487.00
/CHAINLINK	PUSH BUTTON OPERATOR PER ITEM	EACH	1.00	0.00	56.00	56.00
IN-SJ-POST-2	2 POST INSTALLATION	EACH	1.00	0.00	466.04	466.04
LBAG	PREMIX CONCRETE BAG 80LB	EA	20.00	0.00	6.87	137.40
IN-100	INSTALLATION AND PROGRAMMING OF OPERATING SYSTEM AND MOUNTING PAD	EACH	60.00	0.00	100.00	6,000.00

This bid is based upon approximate footage and is an estimate only. The final cost may vary according to the actual product used and labor required to complete job. Permits, sprinkler lines and other unmarked lines are the customers responsibility to have marked before we dig. Hard soil & digging conditions may increase the price of labor. This stimate is valid for 15 days. A 2.5% convenience fee will be added to all credit and debit card sales.

Net Order: 16,713.99
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 16,713.99

Customer Signature _____ Date _____



151 N. Linder Rd.
Meridian, ID 83642
President, Anthony Wingett
Contractors RCE 6455

Phone: 208-887-6570
Fax: 208-887-5451
Email: cascadefence@gwestoffice.net
State of Idaho Public Works 11852-AA-4
OREGON CCB LICENSE# 69222

PROPOSAL TO: City of Emmett

DATE: 8/9/2024

Reference: new slide gate at Water tank

We are pleased to offer you the following quote for your consideration.

Remove existing 16 double swing gate and dispose of.

Furnish and install 3 new gate posts, 1 latch and 2 slide gate posts, furnish and install 1 new single slide cantilever gate.

\$5,800.00

Please see attached quote from Security Gate System for operator system.

If we can be of any further assistance, please let us know.

Sincerely,

Anthony Wingett

ACCEPTANCE OF PROPOSAL/ BID

ACCEPTED: _____ DATE: _____

Quote is valid for 10 days.

Security Gate Systems

PO Box 190101
Boise, ID 83719 US
+1 2088674505
justintietz@mysecuritygates.com



Estimate

Anthony Wingett
Cascade Fence Co. Inc.
151 N. Linder Rd.
Meridian, ID 83642

1480
08/05/2024
09/05/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Cantilever Slide Gate Automation			0.00
	MAX 2200 PRO MAX 2200 Pro Commercial Slide Operator	1	5,150.00	5,150.00
	DKS Wiegand Key Pad DoorKing Weigand Keypad	1	650.00	650.00
	Multi-Code Receiver Multi-Code Receiver (Optional)	1	100.00	100.00
	MC Transmitter Radio Transmitter (Optional) **cost per each**	1	35.00	35.00
	Omron Infrared Photo Eye Omron Safety sensor	1	490.00	490.00
	MillerEdge Monitored Sensing Edge 5' Safety Edge	1	850.00	850.00
	Traffic Loop-2 Free Exit Traffic Loop with detector	1	850.00	850.00
	Traffic Loop Safety Traffic Loops with detectors	1	850.00	850.00
	KNOX Knox 3502 Fire Entry Switch	1	275.00	275.00
	Services Keypad Pedestal	1	500.00	500.00
	Materials Concrete, misc materials and consumables	1	850.00	850.00
	Installation Installation Labor & Travel	40	100.00	4,000.00
				Subtotal: 14,600.00
	App based Remote Access Control			
	CellGate W410 CellGate Watchman W410	1	2,300.00	2,300.00
				Subtotal: 2,300.00

Electrical and conduits to operate by others. 115V AC, 10 Amp

TOTAL

\$16,900.00

Exit and safety hoops must be installed before asphalt, after final grade is established before paving. Sensor for exterior safety hoop is the same cost if there is not enough room

Surface restoration by others

50% down required to start the project. Balance Due upon Completion

Cellgate requires Monthly Subscription by others

All factory warranties apply. We provide a one-year limited warranty on installation

Accepted By

Accepted Date



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

Wednesday August 21, 2024

Mayor, City Council:

I am requesting a **MOTION** to approve using **\$60,000.00** to be split between **water and sewer department** for the purchase of a used three-quarter or 1 ton truck.

Thank you,

Clint Seamons, Public Works Director



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

Wednesday August 21, 2024

Mayor, City Council:

I am requesting a **MOTION to approve Keller Associates Amendment to Owner-Consultant Agreement Amendment No 1 in the amount of \$109,100.00 for the 12th St Lift Station Upgrades with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 1

Background Data:

Effective Date of Owner-Consultant Agreement:	<u>October 11, 2022</u>
Effective Date of this Amendment:	<u>Date of latest party signature</u>
Owner:	City of Emmett
Consultant:	Keller Associates, Inc.
Project:	12 th Street Lift Station Upgrades KA # 210022-096

Nature of Amendment:

This amendment is intended to modify the terms of the original agreement relating to the following items:

1. **Schedule:** The project schedule has been extended to add ten months to accommodate Final Design and Equipment Prepurchase tasks. Final Design will commence following Idaho Department of Environmental Quality (DEQ) approval of the Preliminary Engineering Report (PER).
2. **Final Design:** By way of this contract amendment, Final Design Services are included as described in the original scope of work and modified below and as outlined in the amended scope, schedule and budget.

Description of Modifications:

Describe modifications. Final design and bidding services will be completed to implement the recommended alternative improvements outlined as Alternative 3 in the June 2023 12th Street Lift Station Upgrades Preliminary Engineering Report. In summary, the upgrades will include upgrading and modifying the existing wet well and converting to a submersible-style pump station using a prepackaged (skid-mounted) lift station to be installed on top of the existing wet well and standby power. Geotechnical investigations and evaluations will not be completed for this project.

Amend the Standard Terms and Conditions of the Agreement for Professional Services by adding the following clause to Condition 11. Miscellaneous: "Consultant is not currently owned or operated by the government of China and will not for the duration of this contract be owned or operated by the government of China."

Amend Consultant Services as follows:

A. Modify CONSULTANT SERVICES, Task 1-Project Management as follows:

Amend Task 1 description to read, "Budget for Task 1 for the final design and equipment prepurchase phases of the project assumes an additional ten months."

B. Add Task 7 to CONSULTANT SERVICES as follows:

TASK 7: EQUIPMENT PRE-PURCHASE

Consultant Responsibilities:

- 7.1. Equipment Pre-Purchase. Prepare front end documents that will include standard bidding forms, contract forms, and general conditions based on the 2010 edition of *EJCDC*. Incorporate Owner requirements, supplemental conditions, startup and testing requirements, submittal requirements, operation and maintenance manual requirements, and warranty requirements. Prepare technical specifications to outline materials, processes and products to be used for pre-purchased equipment. Provide 90% draft specifications for Owner review.
- 7.2. Pre-Purchase Support Meeting. Participate in a workshop meeting with Owner to review 90% Pre-Purchase Package.
- 7.3. Agency Review. Engineer will submit the Pre-purchase documents to regulatory approval agency.
- 7.4. Equipment Pre-Purchase Procurement Support. Assist the Owner during the procurement process for equipment by responding to technical questions from prospective suppliers. Review and evaluate submitted proposals and make a recommendation to Owner for selection of equipment.

Deliverables:

- Single set of equipment prepurchase bidding documents for a skid-mounted, package style submersible lift station.
- Letter of recommendation for award.

Owner Responsibilities:

- Review and provide one set of consolidated written comments on the deliverables. Participate in workshop meeting(s).
- Receive equipment if construction contractor is not under contract or is unable to receive equipment procured under this Task.
- Sign a supplier's agreement that incorporates the technical specification requirements and issue purchase order for equipment purchased.

Assumptions:

- Once pre-purchase equipment is selected, it will not be changed. Changes to pre-purchased equipment are likely to alter the design, cause rework and be grounds to discuss a contract amendment.
- It is anticipated that equipment pre-selection will be based on the following criteria: firm capacity of 2,235 gpm, three pumps, and standby power generator.
- Owner is aware that material price and availability can impact project coordination at time of construction which may result in design and construction change orders.

C. Modify COMPENSATION as follows:

Compensation Summary:

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated semi-annually in January and July. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

<i>Task</i>	<i>Billing Basis</i>	<i>Original Agreement</i>	<i>Prior Amendments</i>	<i>This Amendment</i>	<i>Total</i>
<i>Task 1: Project Management</i>	<i>LS</i>	\$4,700	\$0	\$7,000	\$11,700
<i>Task 2: Surveying</i>	<i>LS</i>	4,400	\$0	\$0	\$4,400
<i>Task 3: Preliminary Design</i>	<i>LS</i>	38,200	\$0	\$0	\$38,200
<i>Task 4: Final Design</i>	<i>LS</i>	TBD	\$0	\$78,100	\$78,100
<i>Task 5: Bidding Support Services</i>	<i>LS</i>	TBD	\$0	0	\$TBD
<i>Task 6: Construction Support</i>	<i>LS</i>	TBD	\$0	\$0	TBD
<i>Task 7: Equipment Pre-Purchase</i>	<i>LS</i>	NA	NA	\$24,000	\$24,000
Total		\$47,300	\$0	\$109,100	\$156,400

LS = Lump Sum; T&M = Time and Materials

Schedule:

Consultant anticipates completing Tasks 4 and 7 within 10 months receiving a signed Amendment from the Owner.

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER: CITY OF EMMETT

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____

Signature:  _____

Name: _____

Name: James Bledsoe

Title: _____

Title: Principal

Address: 501 E. Main Street, Emmett,
Idaho 83617

Address: 100 East Bower Street, Suite 110
Meridian, ID 83642

Telephone: 208-365-6050

Telephone: (208) 288-1992

Date: _____

Date: 8/14/2024

Project Manual

(Bid Documents and Specifications)

CITY OF EMMETT WELL 6 UPGRADES

PROJECT NO. 210022-065

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

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

THIS AGREEMENT is by and between City of Emmett ("Owner") and
Integrity Pump Solutions, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Well 6 Upgrades

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Keller Associates, Inc.

3.02 The Owner has retained Keller Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before November 22, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 22, 2024.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

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

1. Substantial Completion: Contractor shall pay Owner \$ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

- A. Total of Amount in accordance with Section 01 29 76-Schedule of Payments:
\$ 130,644.00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments in accordance with Section 01 29 76-Schedule of Payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 6.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (bound separately).
 - 5. Supplementary Conditions (pages 1 to 10, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.

7. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: Emmett Well 6 Improvements.
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *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 Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
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 Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.

NOTICE TO PROCEED

Owner:	City of Emmett	Owner's Contract No.:
Contractor:	Integrity Pump Solutions, Inc.	Contractor's Project No.:
Engineer:	Keller Associates, Inc.	Engineer's Project No.: 210022-065
Project:	Well 6 Upgrades	Contract Name:
		Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, Contractor shall achieve Substantial Completion on or before November 22, 2024, and readiness for final payment on or before December 22, 2024.

Before starting any Work at the Site, Contractor must comply with the following: None

Owner: City of Emmett

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR (name and address):

Integrity Pump Solutions, Inc.
4420 Capital Street, Suite B 504 millenium park lane
Caldwell, Idaho 83605 Suite 101

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America
Po Box 2905, Hartford, CT 06104-2905

OWNER (name and address):

City of Emmett
501 E. Main St.
Emmett, Idaho 83617

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 05/17/2024

Amount: 6372.85

Description (name and location): City of Emmett Well 6 Upgrades

BOND

Bond Number: 108078960

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$6532.20- 5% of contract

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

Integrity Pump Solutions INC

Contractor's Name and Corporate Seal

By: Matt Clemens
Signature

Matt Clemens

Print Name

Owner

Title

Attest: _____
Signature

Title

SURETY

Travelers Casualty and Surety of America

Surety's Name and Corporate Seal

By: Chris Jensen
Signature (attach power of attorney)

Chris Jensen

Print Name

Surety/POA

Title

Attest: _____
Signature

Title



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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price 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 the Owner or its heirs, executors, administrators, successors, and assigns.

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

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

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

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments

have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **CHRISTOPHER L JENSEN** of **NAMPA**, **Idaho**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

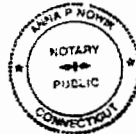
City of Hartford ss.

By: 
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Travelers Casualty and Surety Company of America ("Travelers") hereby grants your agency (together with its employees, the "Agency") permission to use the electronic image of Travelers' corporate seal (the "Digital Seal") subject to the following conditions as well as any other terms and conditions communicated to the Agency by Travelers:

- The Digital Seal shall be used solely for the purpose of electronically affixing a seal to surety bonds or related instruments authorized by Travelers and executed on behalf of Travelers by the Agency pursuant to a valid Power of Attorney;
- The Agency may not transfer the Digital Seal to any other person or entity without the written consent of Travelers; and
- Travelers may revoke permission to use the Digital Seal at any time.

Please note that, in making the Digital Seal available for use at your own discretion, Travelers is not making any representations about the extent to which any particular obligee will find the Digital Seal acceptable.

To download the Digital Seal, please click [here](#).

A handwritten signature in black ink, appearing to read "Bryce Grissom".

By: _____
Bryce Grissom, Senior Vice President

PERFORMANCE BOND

CONTRACTOR (name and address):
Integrity Pump Solutions, Inc.
4420 Capital Street, Suite B
Caldwell, Idaho 83605

SURETY (name and address of principal place of
business):

Travelers Casualty and Surety Company of America
Po Box 2905, Hartford CT 06104-2905

OWNER (name and address):
City of Emmett
501 E. Main St.
Emmett, Idaho 83617

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 05/17/2024
Amount: \$127,457
Description (name and location): City of Emmett Well 6 Upgrades

BOND

Bond Number: 108078960
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount: \$127,457
Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Integrity Pump Solutions INC (seal)

Travelers Casualty and Surety of America (seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: Matt Clemens
Signature

By: Christopher Jensen
Signature (attach power of attorney)

Matt Clemens
Print Name

Christopher Jensen
Print Name

President
Title

Principal
Title

Attest: Christopher Jensen
Signature

Attest: Matt Clemens
Signature

Principal
Title

President IPS.
Title

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

PAYMENT BOND

CONTRACTOR (name and address):

Integrity Pump Solutions, Inc.
4420 Capital Street, Suite B
Caldwell, Idaho 83605

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America
Po Box 2905, Hartford CT 06104-2905

OWNER (name and address):

City of Emmett
501 E. Main St.
Emmett, Idaho 83617

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 05/17/2024
Amount: \$127,457.00
Description (name and location): City of Emmett Well 6 Upgrades

BOND

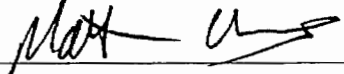
Bond Number: 108078960
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount: \$127,457.00
Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

Integrity Pump Solutions INC (seal)

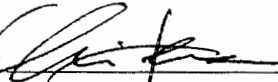
Contractor's Name and Corporate Seal

By: 
Signature

Matt Clemens

Print Name

President
Title

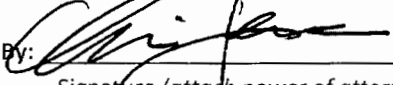
Attest: 
Signature

Principal
Title

SURETY

Travelers Casualty and Surety of America (seal)

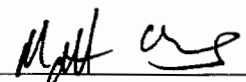
Surety's Name and Corporate Seal

By: 
Signature (attach power of attorney)

Christopher Jensen

Print Name

Principal
Title

Attest: 
Signature

President IPS Inc.
Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price 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 the Owner or its heirs, executors, administrators, successors, and assigns.

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

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

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

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments

have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent

- jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
 18. Modifications to this Bond are as follows:

SECTION 00 62 76.10 - IDAHO STATE TAX REQUIREMENTS

PART 1 - GENERAL

1.1 TAX REPORTING REQUIREMENTS

- A. In accordance with the provisions of Sections 54-1904A and 63-3624(g) of the Idaho Code, the owner is required to report all Public Works Contracts to the State Tax Commission. Excerpts from these sections and appropriate Public Works Contract Report forms are included in this section. The Contractor shall be responsible for completing the Public Works Contract Report (Form WH-5) within 30 days of the award of the contract. This form is included in this section. Form WH-5 shall be submitted to the State Tax Commission with a copy given to the Owner and a copy to the Engineer. Said submittal shall be required as part of contract mobilization.
- B. In addition, the Contractor will be required to complete the attached form "CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES" at the time that the contract is awarded. Also, prior to releasing retainage, the Contractor shall be required to submit the attached "AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES" to the Engineer. At that time the Engineer will submit a "Request for Tax Release" to the State Tax Commission. Retainage cannot be released until the State Tax Commission issues a tax release stating that all taxes have been paid.

1.2 MATERIALS PURCHASED BY A PUBLIC WORKS AGENCY BUT INSTALLED BY THE CONTRACTOR

- A. The Contractor owes use tax on materials purchased by a public works agency and installed by the Contractor according to Idaho Sales Tax Rule 12 and Idaho Code 63-3615(b).
- B. The Contractor may qualify for certain tax exemptions associated with this project. Contact the Idaho Tax Commission for more information.

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES
(Idaho Code 63-1503)

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

1. To pay promptly when due all taxes (other than on real property) excises and license fees due to the State, its corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of, such term;
2. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon their property, to secure the same to the satisfaction of the respective officers charged with the collection thereof,
3. That, in the event of their default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxing units to which said contractor is liable."

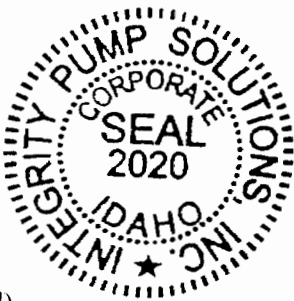
CONTRACTOR

IPS Inc.

By: [Signature]

Name: Matt Clemens

Address: 504 Millenium Park Ln.
Caldwell, ID 83605



(Seal)
ATTEST:

[Signature]
Name: Zeb Doorn

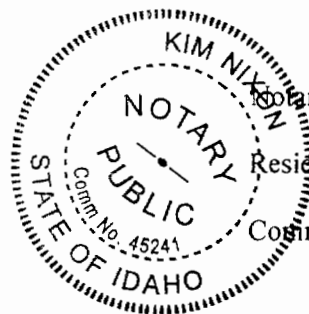
AFFIDAVIT OF PAYMENT OR SECUREMENT
OF ALL TAXES

STATE OF Idaho
County of Canyon)ss.

The Contractor, IPS, Inc., being first duly sworn, on oath deposes and says that they are in conformance with Idaho Code 63-1502; that they are authorized to do business in the State of Idaho and that they can furnish satisfactory evidence that they have paid or secured to the satisfaction of the respective taxing units all taxes for which they or their property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

DATED this 7th day of July, 2024.

SUBSCRIBED AND SWORN to before me this 15th day of July, 2024.



Notary Public for Kim Nixon
Residing at 12720 Cultivator Caldwell Id
Commission Expires 10-10-2029

State of Idaho
DEPARTMENT OF REVENUE AND TAXATION
STATE TAX COMMISSION

PUBLIC WORKS CONTRACT TAX RELEASE

Section 54-1904A and G3-3624(f), Idaho Code, requires all Public Works Contracts to be reported to the State Tax Commission

IT 001034
04.07.11

Idaho State Tax Commission
REQUEST FOR TAX RELEASE

Date: _____

PART I -- AWARDING AGENCY INFORMATION:

Name of agency	Mailing address	City, state, and ZIP Code
Contact name	Phone number	Email address

PART II -- CONTRACTOR INFORMATION:

Name of contractor	Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number
		Email address

PART III -- CONSTRUCTION/CONTRACT MANAGER INFORMATION (if applicable):

Name of business	Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number
		Email address

Send a copy of the approved Tax Release to: Awarding Agency Contractor Construction Manager

NOTE: We will email all copies unless the other is requested.

PART IV -- PROJECT INFORMATION:

Name of project	Location of project		
Description of project			
Project number assigned by awarding agency	Project start date	Project completion date	Final/closing contract amount (includes all change orders)
			\$

Did any government entities supply materials which were installed by this contractor or its subs? Yes No

If YES list these materials and their dollar values. (Attach additional information if needed.)

List materials	List dollar values of materials
	\$
	\$
	\$

Send to Contract Desk/Sales Tax Audit
Idaho State Tax Commission
PO Box 36
Boise ID 83722-0410

Phone: (208) 334-7618 • Fax: (208) 332-6619 • Email: contractdesk@tax.idaho.gov

NOTE: Please allow 30 days to process a Tax Release Request. You must send a complete, signed Form WH-5 Public Works Contract Report to the Idaho State Tax Commission to complete this request.

Idaho State Tax Commission

Ref No (State use only)

WH-5 Public Works Contract Report

Idaho Code sections 54-1904A and 63-3624(g) require all public works contracts to be reported to the Tax Commission. This form must be filed with the Tax Commission within 30 days after a contract is awarded.
Contract awarded by (public body and address):

Contract awarded to (contractor's name and address)

State of incorporation	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
Business operates as <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC	Public Works contractor license number	
Sole proprietor's Social Security number	Idaho sales/use tax permit number	Idaho withholding tax permit number
Awarding agency project number	Amount of contract \$	
Description and location of work to be performed		

PROJECT NAME

Scheduled project start date: _____ Completion _____

If the following information is not available at this time, please indicate date it will be available: _____

ALL SUBCONTRACTORS

**Refer to
tax.idaho.gov
for current form**

Name	Federal EIN
Address	Public works contractor number
City, State, ZIP	<input type="checkbox"/> Corporation Amount of subcontract <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership \$
Description of work	
Name	Federal EIN
Address	Public works contractor number
City, State, ZIP	<input type="checkbox"/> LLC Amount of subcontract <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership \$
Description of work	
Name	Federal EIN
Address	Public works contractor number
City, State, ZIP	<input type="checkbox"/> LLC Amount of subcontract <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership \$
Description of work	

EFO00168 04-28-11

ALL SUBCONTRACTORS (CONTINUED)

Name		Federal EIN	
Address		Public works contractor number	
City State ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			
Name		Federal EIN	
Address		Public works contractor number	
City State ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			
Name		Federal EIN	
Address		Public works contractor number	
City State ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

SUPPLIERS

Use the space below to report major suppliers of materials and supplies, items removed from inventory; equipment purchased, rented, or leased for use in project; materials provided by government agency. Please indicate how sales or use tax was paid.

Name	Federal EIN	Total value \$
Address Materials and equipment purchased and used		
City State ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid
Name	Federal EIN	Total value \$
Address Materials and equipment purchased and used		
City State ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid
Name	Federal EIN	Total value \$
Address Materials and equipment purchased and used		
City State ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid
Name	Federal EIN	Total value \$
Address Materials and equipment purchased and used		
City State ZIP	Phone	<input type="checkbox"/> Tax paid to supplier <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

Refer to
tax.idaho.gov
for current form

* If tax was not paid to suppliers but was or will be reported as "items subject to use tax" under your permit number, indicate period of return on which payment was or will be reported: _____
If tax was paid to a state other than Idaho, name state next to "total value" box(es) above. If tax is due and has not previously been reported, attach payment to this form. If you need more room, please photocopy this page.

SIGN	Authorized signature	Print name	Phone number	Date
HERE	_____	_____	_____	_____

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-2210.

For more information, call (208) 334-7618 • Fax: (208) 332-6619 • E-mail: Contractdesk@tax.idaho.gov.

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms	1
1.02 Terminology.....	5
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Before Starting Construction	7
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Initial Acceptance of Schedules	7
2.06 Electronic Transmittals	8
Article 3 – Documents: Intent, Requirements, Reuse.....	8
3.01 Intent	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies.....	9
3.04 Requirements of the Contract Documents.....	10
3.05 Reuse of Documents.....	10
Article 4 – Commencement and Progress of the Work	10
4.01 Commencement of Contract Times; Notice to Proceed.....	10
4.02 Starting the Work	11
4.03 Reference Points.....	11
4.04 Progress Schedule.....	11
4.05 Delays in Contractor’s Progress.....	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	12
5.01 Availability of Lands.....	12
5.02 Use of Site and Other Areas	13
5.03 Subsurface and Physical Conditions	14
5.04 Differing Subsurface or Physical Conditions.....	14
5.05 Underground Facilities	16
5.06 Hazardous Environmental Conditions at Site	17

CITY OF EMMETT
WELL 6 UPGRADES

Article 6 – Bonds and Insurance	19
6.01 Performance, Payment, and Other Bonds.....	19
6.02 Insurance—General Provisions.....	20
6.03 Contractor’s Insurance	21
6.04 Owner’s Liability Insurance.....	23
6.05 Property Insurance	24
6.06 Waiver of Rights	25
6.07 Receipt and Application of Property Insurance Proceeds	26
Article 7 – Contractor’s Responsibilities	27
7.01 Supervision and Superintendence.....	27
7.02 Labor; Working Hours.....	27
7.03 Services, Materials, and Equipment	27
7.04 “Or Equals”	28
7.05 Substitutes.....	29
7.06 Concerning Subcontractors, Suppliers, and Others.....	30
7.07 Patent Fees and Royalties.....	32
7.08 Permits.....	33
7.09 Taxes.....	33
7.10 Laws and Regulations	33
7.11 Record Documents	33
7.12 Safety and Protection	34
7.13 Safety Representative.....	35
7.14 Hazard Communication Programs.....	35
7.15 Emergencies	35
7.16 Shop Drawings, Samples, and Other Submittals	35
7.17 Contractor’s General Warranty and Guarantee	37
7.18 Indemnification.....	38
7.19 Delegation of Professional Design Services.....	39
Article 8 – Other Work at the Site.....	39
8.01 Other Work.....	39
8.02 Coordination.....	40
8.03 Legal Relationships	40
Article 9 – Owner’s Responsibilities.....	41
9.01 Communications to Contractor	41
9.02 Replacement of Engineer	41

CITY OF EMMETT
WELL 6 UPGRADES

9.03	Furnish Data.....	41
9.04	Pay When Due	42
9.05	Lands and Easements; Reports, Tests, and Drawings.....	42
9.06	Insurance	42
9.07	Change Orders	42
9.08	Inspections, Tests, and Approvals	42
9.09	Limitations on Owner’s Responsibilities.....	42
9.10	Undisclosed Hazardous Environmental Condition	42
9.11	Evidence of Financial Arrangements	42
9.12	Safety Programs.....	42
Article 10 – Engineer’s Status During Construction		43
10.01	Owner’s Representative	43
10.02	Visits to Site	43
10.03	Project Representative	43
10.04	Rejecting Defective Work	43
10.05	Shop Drawings, Change Orders and Payments	43
10.06	Determinations for Unit Price Work.....	44
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work	44
10.08	Limitations on Engineer’s Authority and Responsibilities	44
10.09	Compliance with Safety Program	44
Article 11 – Amending the Contract Documents; Changes in the Work		45
11.01	Amending and Supplementing Contract Documents	45
11.02	Owner-Authorized Changes in the Work.....	45
11.03	Unauthorized Changes in the Work.....	46
11.04	Change of Contract Price	46
11.05	Change of Contract Times	47
11.06	Change Proposals	47
11.07	Execution of Change Orders	48
11.08	Notification to Surety	48
Article 12 – Claims.....		49
12.01	Claims	49
Article 13 – Cost of the Work; Allowances; Unit Price Work		50
13.01	Cost of the Work.....	50
13.02	Allowances.....	52
13.03	Unit Price Work	53

CITY OF EMMETT
WELL 6 UPGRADES

Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work	54
14.01 Access to Work	54
14.02 Tests, Inspections, and Approvals	54
14.03 Defective Work	55
14.04 Acceptance of Defective Work	55
14.05 Uncovering Work	55
14.06 Owner May Stop the Work	56
14.07 Owner May Correct Defective Work	56
Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period	57
15.01 Progress Payments	57
15.02 Contractor’s Warranty of Title.....	60
15.03 Substantial Completion	60
15.04 Partial Use or Occupancy.....	61
15.05 Final Inspection.....	61
15.06 Final Payment	62
15.07 Waiver of Claims.....	63
15.08 Correction Period.....	63
Article 16 – Suspension of Work and Termination	64
16.01 Owner May Suspend Work.....	64
16.02 Owner May Terminate for Cause	64
16.03 Owner May Terminate For Convenience.....	65
16.04 Contractor May Stop Work or Terminate.....	66
Article 17 – Final Resolution of Disputes	66
17.01 Methods and Procedures	66
Article 18 – Miscellaneous	67
18.01 Giving Notice	67
18.02 Computation of Times	67
18.03 Cumulative Remedies.....	67
18.04 Limitation of Damages.....	67
18.05 No Waiver	67
18.06 Survival of Obligations.....	67
18.07 Controlling Law	67
18.08 Headings	68

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a

demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

CITY OF EMMETT
WELL 6 UPGRADES

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- 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 Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. 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 and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract

available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the

Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is

conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating

whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and

- procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in

Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond

Modified from EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. 00 72 00 - Page 19 of 68

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 the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner 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 bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

Modified from EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved. 00 72 00 - Page 20 of 68

CITY OF EMMETT
WELL 6 UPGRADES

- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against 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. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, 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 (including as applicable those arising from both

ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.

CITY OF EMMETT
WELL 6 UPGRADES

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or

Modified from EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved. 00 72 00 - Page 25 of 68

against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other

insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If

required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be

evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other

- individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
 - E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
 - F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
 - G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
 - H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
 - I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
 - J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
 - K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
 - L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop

Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. 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 Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation

thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work

that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from 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 the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors 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.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor 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, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner 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 Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, 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 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility

owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

CITY OF EMMETT
WELL 6 UPGRADES

- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly

proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the

Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any

time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*:
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does

not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns

Modified from EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved. 00 72 00 - Page 50 of 68

CITY OF EMMETT
WELL 6 UPGRADES

from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

CITY OF EMMETT
WELL 6 UPGRADES

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by

Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs

Modified from EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved. 00 72 00 - Page 56 of 68

against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on

CITY OF EMMETT
WELL 6 UPGRADES

Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;

- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

1. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will

notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect

to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced.

Contractor shall pay all 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

Modified from EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. 00 72 00 - Page 65 of 68

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

CITY OF EMMETT
WELL 6 UPGRADES

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract. All provisions that are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

- B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02 Copies of Documents

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor [1] copy of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Plans provided by Owner shall be half-size only.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner: None
- D. Contractor may examine copies of reports and drawings identified in SC 5.03.C that were not included with the Bidding Documents Keller Associates, Inc., 100 East Bower St., Suite 110, Meridian, Idaho during regular business hours, or may request copies from Engineer.
 - 1. None.
 - a. There is no Technical Data on whose accuracy Contractor may rely.
- E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Bidding Documents at Keller Associates, Inc., 100 East Bower St., Suite 110, Meridian, Idaho during regular business hours, or may request copies from Engineer.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor's Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions 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 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>

Employer's Liability:

Bodily injury, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, each employee	\$ <u>1,000,000</u>

Bodily injury/disease aggregate	\$ <u>1,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>
2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:	
General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>
3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:	
Bodily Injury:	
Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>
Property Damage:	
Each accident	\$ <u>1,000,000</u>
Combined Single Limit of	\$ <u>1,000,000</u>
4. Excess or Umbrella Liability:	
Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>2,000,000</u>
5. Additional Insureds: The Owner shall be included as an additional insured in Part G. Remove references to the Engineer in this Section.	

SC-6.05 Property Insurance

SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:

Keller Associates, Inc.

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorney's fees and engineering or other consultants' fees, if not otherwise covered;
17. include by express endorsement coverage of damage to Contractor's equipment.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 a.m. to 6:00 p.m., Monday through Friday.
2. No work shall be performed on Owner's legal holidays. The City of Emmett observes the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Christmas Day, Thanksgiving Day and the Friday after Thanksgiving.

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.12 Insert the following after the second sentence of Paragraph 7.12.C:

"Contractor shall submit a copy of their safety program to the Owner for review prior to the start of construction. Notwithstanding Owner's review, Contractor remains solely responsible for the safety associated with all construction related activities, including compliance with all applicable laws and regulations."

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.01.B Other Work

SC-8.01.B Add the following new sentence:

Other contractors will be completing improvements at the Well house as directed by the City. Contractor shall cooperate with other contractors..

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Owner's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General

a. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules

a. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings

a. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents

- a. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications
 - a. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work
 - a. Conduct On-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups
 - a. Check that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. Records
 - a. Prepare a daily report or keep a diary or log book, recording information such as Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors,

deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests

- a. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals

- a. During the course of the Work, check that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion

- a. Participate in Engineer's visits to the Site to assess Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to assess completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not
1. authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items);
 2. exceed limitations of Engineer’s authority as set forth in the Contract Documents;
 3. undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers;
 4. advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work;
 5. advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor;
 6. participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer;
 7. accept Shop Drawing or Sample submittals from anyone other than Contractor; and
 8. authorize Owner to occupy the Project in whole or in part.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Tests, Inspections, and Approvals

SC 14.02.B Replace the paragraph with the following:

The Contractor is responsible to retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests required by the Contract Documents.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments

SC 15.01.D Change “Ten” to “Thirty” in Paragraph 15.01.D.1. Payments shall become due forty-five days after Engineer’s recommendation for payment.

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are

Modified from EJCDC® C-800, Guide to the Preparation of Supplementary Conditions.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved. 00 73 00 - Page 8 of 10

unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 Attorneys' Fees - For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

SC-17.04 Add the following new paragraph immediately after Paragraph 17.03. Gem County, Idaho shall be the venue for any lawsuit filed regarding this Agreement.



Integrity Pump Solutions, Inc.

Mailing Address

4420 Capital Street, Suite B 504 millenium park lane suite 101
Caldwell, ID 83605
Phone: 208-649-8333

Date: 5/17/2024
To: City of Emmett
Reference: Well#6
Quote # 4518B

Integrity Pump Solutions, Inc. ("Integrity") offers the following proposal for products and services as defined in this scope letter for the project referenced above.

I: EQUIPMENT DESCRIPTION:

Section 33 11 33 Deep Well Turbine Pump and Motor

Qty. (1) National H12HC 5 Stage Bowl Assembly

- Design Point of 1880 GPM @ 210' TDH
- 82% Bowl Efficiency
- Dual Wear Rings
- Impeller 316SS
- NSF 61 Certified
- Bowl Shaft 416SS
- NW Certified Performance Testing, NW Hydrostatic Testing on Bowl, and Head.
- Internet Via Witness Testing Per Spec.
- Intake Screen/Strainer 316SS
- Coating Scotchkote 134- Bowl OD, Head ID
- Install Included
- Spare Parts Per Specs
- Qty. (150') 10" Sch. 40 Column Pipe AIS
- Qty. (150') 1" Sch. 40 PVC Flush Thread Sounder Tube

Qty. (1) US Motor

- 125HP VHS 460V, 1800RPM, WPI

Qty. (1) Keller America Submersible Pressure Transducer

- 200' Submersible Cable
- Rated for 0-100 PSI
- Bellows Assembly
- Drying Tube Assembly

Exceptions:

Section 33 11 33 Deep Well Turbine Pump, 3.2, C: "Sample and test well for bacteriological quality per AWWA A100 and furnish passing results to engineer prior to operation." -Contractor to provide this service.

Integrity's scope of supply ends at the suction and discharge flanges of the pump and at the terminal boxes of the motor. Installation, wiring, anchor bolts, foundations, templates, miscellaneous piping not integral with the pumping equipment,

external lubrication piping systems and instrumentation, valves, gauges, controls, motor starter, finish paint at the job site, unloading and movement of equipment at site, storage, assembly of equipment at site, field testing and or/ seismic analysis, and commissioning, switch gear, and other miscellaneous items required for installation and proper operation of the proposed equipment which are not specifically noted above are not included with this proposal. Intermediate bearing supports for intermediate shafting are to be provided by others. Any bolts, nuts or associated hardware required for motors, pumps or pump cans is not part of Integrity's Scope of Supply. Any type of lubrication or oil required for the equipment described above is not part of Integrity's Scope of Supply.

II: APPLICABLE SPECIFICATIONS: Field Service and Start-Up has been included in the pricing of the equipment listed above for one eight-hour day. If additional time on site is required the rate will be \$1,500.00 per each 8-hour day. Installation is not included in Integrity's Scope of Supply. Any type of Alignment including laser Alignment is not Part of Integrity's Scope of Supply unless specifically called for in our Scope of Supply. Alignment must be performed per manufactures O&M Manual. If these procedures are not followed, any applicable warranty will be void on equipment listed above. It is not Integrity's responsibility to certify alignment on equipment unless alignment is performed by Integrity. The specifications listed above are the only specifications that shall apply to this proposal either directly or by reference. Any specification that is not specifically included as part of this proposal is excluded from this offering. Furthermore, any item that is not listed above is not part of Integrity's Scope of Supply, any item required by specification and not listed above is not part of Integrity's Scope of Supply. Any additional specification or Drawing required is not part of Integrity's Scope of Supply.

III: SERVICES: Listed Above

IV: SCHEDULES: Submittal drawings and procedures for approval will be available within (2-4) weeks after date of Integrity's order acknowledgement; provided that Integrity has received a written, technically complete, commercially acceptable purchase order and all of the required design information from the customer.

Any delay after 15 days on returning the approval submittals from the customer may impact the price and/or equipment delivery schedule. Please allow an estimated 12-14 weeks for delivery to job site from date of engineering approval.

V: PRICING: Integrity offers the following pricing for the above referenced project:

Deep Well Turbine	\$127,457.00
<u>Performance Bond</u>	<u>\$3,187.00</u>

Total \$130,644.00

Pricing does not include taxes, FOB point of manufacture with freight pre-paid and allowed. Pricing does not include any State, Sales, Use and/or other taxes as may be applicable to this project.

VI: ESCALATION:

The prices as quoted will be held firm through the quoted delivery period provided Integrity has received a written, technically complete, commercially acceptable purchase order from our customer and all the submittal data has been returned approved to Integrity within the 60 days from the date submitted and the equipment has been released to manufacture.

VII: TERMS AND CONDITIONS:

This proposal is valid for acceptance through fourteen (14) days from referenced bid date and is subject to the attached Integrity terms and conditions. If there are any differences between the Integrity terms and any part of the bid specifications, then the Integrity terms shall apply and take precedence. Integrity will not be responsible for any form of back charges or

liquidated damages or any form for the above referenced project. Integrity will be willing to negotiate final terms and conditions with the awarded contractor after the bid date. Contractor will be liable for fees associated with Submittals if contract is terminated prior to release or delivery of equipment to the job site.

VIII: WARRANTY: The Manufacturers standard warranty as per the attached terms and conditions shall apply to this proposal. Any form of push/pull charges associated with project due to warranty is not part of Integrity's Scope of Supply.

IX: TERMS OF PAYMENT:

Integrity terms of payment for this proposal is net 30 days from the date of invoice unless stated otherwise above, subject to our Credit Department approval. All equipment will be invoiced on the date of shipment. Partial shipments and partial payments are not allowed.

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%

Sincerely,

Ashley Wilks

Sales Manager

Integrity Pump Solutions

Our Standard Terms and Conditions as stated at the end of this quotation apply and are a part of this proposal:

Accepted by (Name)

Signature

Firm Name:

Date:



0005773609



STATE OF IDAHO
 Office of the secretary of state, Phil McGrane
ARTICLES OF AMENDMENT (CORPORATION)
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$30.00

For Office Use Only
-FILED-
 File #: 0005773609
 Date Filed: 6/11/2024 10:52:15 AM

B0918-2896 06/11/2024 10:52 AM Received by Office of the Idaho Secretary of State

Articles of Amendment (Corporation)		
Select one: Standard, Expedited or Same Day Service (see descriptions below) Same Day Service (+\$100; filing fee \$130)		
Existing Record Information		
The current name of the corporation is:	Integrity Pump Solutions, Inc.	
The file number of this entity on the records of the Idaho Secretary of State is:	0003755360	
Entity Type:	General Business Corporation (D)	
Entity Subtype:	General Business Corporation	
Corporation Name		
Change Corporation Name?	I do not want to change the name of the corporation	
Purpose		
If this corporation is a Benefit Corporation, Insurance Company or Trust, select here:	Not Applicable	
The number of shares the corporation is authorized to issue: 10000		
The mailing address of the corporation shall be: MATT CLEMENS 504 MILLENNIUM PARK LN STE 101 CALDWELL, ID 83605-1047		
Officer and/or Director Names and Addresses		
Full Name	Title	Address
<input checked="" type="checkbox"/> Matt A Clemens	President	MATT CLEMENS 504 MILLENNIUM PARK LN SUITE 101 CALDWELL, ID 83605
The date of adoption of the amendment(s) was:		
Date of Adoption:	06/11/2024	
Manner of Adoption:		
Select one:	Approval by the shareholders is required and the shareholders duly approved the amendment(s) as required by either Title 30, Chapters 20, 21, and 29, Idaho Code or by the Articles of Incorporation.	
The Articles of Amendment must be signed by the presiding officer of the board of directors or by an officer of the corporation.		
<i>Matt Clemens</i>	<i>06/11/2024</i>	
Sign Here	Date	
Job Title: President		



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

Wednesday August 21, 2024

Mayor, City Council:

I am requesting a **MOTION to approve Agreement between City of Emmett and Integrity Pump Solutions Inc for construction contract Emmett Well 6 Upgrades in the total amount of 130,644.00 with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director



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

Wednesday August 21, 2024

Mayor, City Council:

I am requesting a **MOTION to approve Notice to Proceed with Emmett Well 6 Upgrades with Mayor to sign.**

Attached is the Notice to Proceed for your review.

Thank you,

Clint Seamons, Public Works Director

City's Strategic Pillars

8/27/2024

- 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 1 staff member on building plan review. 10%
- Update outdated city ordinances, implement new ordinance-----70% zoning and building only.
- Comprehensive Plan / Zoning and Subdivision compliance overhaul and revisions----- 2%
- Digitalize and organize all building and zoning files and plans-----18%

Permits = July 2024: New house = 17, Foundation Only =, Commercial =, Duplex =, Tri-plex =, Apartment =, Hangars =, Manufactured Home =,

1. Reviewing plans
2. Started preliminary work on updating our zoning map
3. Daily operations, plan reviews, contractor talks, developer talks, etc.
4. Updates to Title 7, water and sewer, city code
5. Work on updates to ordinances
6. Draft boundary changes for Historic Downtown District
7. Start review comp. plan for compliance with zoning and subdivision ordinances.
8. Start reviewing Design Review Manual for compliance with Comp Plan
9. Review floodplain ordinance for compliance with new legislation

NEXT 30 DAYS

10. Draft ADU Ordinance to bring to zoning commission for workshop 8/20/24
11. Work on Building Department fee increase for permits 8/20/24

Zoning Applications

- Rezone, 4th and S. Johns, Council, 8/21/24
- Development Agreement, 4th and S. Johns, 8/21/24
- Property Boundary Adjustment - RP06N02W122119 and 1050 Cascade Rd. 6/18/24
- Lot split, 610 N. Boise, 8/20/24

Training

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

July 2024

OUR CASH...

Account Balances

GENERAL FUND

Cash	\$ 968,245
Investments	\$ 3.998M

STREET FUND

Cash	\$ 500,860
Investments	\$ 1.143M

LIBRARY FUND

Cash	\$ 82,740
Investments	\$ 191,290
Designated Funds	\$ 65,683

CEMETERY FUND

Cash	\$ 30,926
Investments	\$ 122,986

PERPETUAL CARE FUND

CASH	\$ 9,370
INVESTMENTS	\$ 108,323

WATER FUND

Cash	\$ 386,051
Investments	\$ 5.861M
Bond Reserve	\$ 219,580

SEWER FUND

Cash	\$ 383,109
Investments	\$ 7.253M
Bond Reserve	\$ 319,338

SANITATION FUND

Cash	\$ 77,446
Investments	\$121,337

TECHNOLOGY FUND

Cash	\$ 24,999
Investments	\$140,000

GOV'T FUND PROJECTS

ARPA Grant Fund -	\$1,517,287.78
Expended	\$725,659.50
Remaining Principal to use	\$791,628.28
Interest Earned	\$ 84,117.79
Total Funds Available	\$875,746.07
Distribution End Date	12/31/2026

BUDGET VS. ACTUAL YEAR TO DATE

GENERAL FUND REVENUES AND EXPENDITURES

Fiscal Year 2023-24 Budget	\$3,455,988	
Revenues to Date	\$ 3,807,391	110%
Expenditures to Date	\$ 2,885,219	83%

Road & STREET FUND REVENUES AND EXPENDITURES

Fiscal Year 2023-24 Budget	\$ 938,484	
Revenues to Date	\$ 1,296,810	138%
Expenditures to Date	\$ 531,508	57%

LIBRARY FUND REVENUES AND EXPENDITURES

Fiscal Year 2023-24 Budget	\$ 305,066	
Revenues to Date	\$ 359,212	118%
Expenditures to Date	\$ 263,801	86%

CEMETERY FUND REVENUES AND EXPENDITURES

Fiscal Year 2023-24 Budget	\$ 140,332	
Revenues to Date	\$ 118,785	85%
Expenditures to Date	\$ 116,138	83%

WATER FUND REVENUES AND EXPENDITURES

Fiscal Year 2023-24 Budget	\$2,040,300	
Revenues to Date	\$ 2,239,548	110%
Expenditures to Date	\$ 1,118,696	55%

SEWER FUND REVENUES AND EXPENDITURES

Fiscal Year 2023-24 Budget	\$2,483,800	
Revenues to Date	\$ 2,800,934	113%
Expenditures to Date	\$ 1,124,090	45%

SANITATION FUND REVENUES AND EXPENDITURES

Fiscal Year 2023-24 Budget	\$ 730,050	
Revenues to Date	\$ 639,978	88%
Expenditures to Date	\$ 619,635	85%

TECHNOLOGY UTILITY FUND REVENUES AND EXPENDITURES

Fiscal Year 2023-24 Budget	\$ 27,000	
Revenues to Date	\$ 29,065	108%
Expenditures to Date	\$ 14,748	55%

SPECIFIC REVENUES COLLECTIONS AT A GLANCE...

PROPERTY TAX COLLECTIONS

Budget	\$2,243,036	
Revenues to Date	\$2,248,403	100%

STATE SHARED REVENUE COLLECTIONS

Budget	\$ 944,937	
Revenues to Date	\$ 870,455	92%

BUILDING PERMIT REVENUES COLLECTIONS

Budget	\$ 75,000	
Revenues to Date	\$ 216,715	289%

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 (70% 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. (60% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (70% of completion)

Expenditures requiring authorization from higher and purpose of expenditure

No less than Top Ten Accomplishments since last

- Worked with PD on Code enforcement
- Filled out two grants
- Went door to door taking about urban interface issues
- Underground pressure test
- Water in Park
- Hung American flags x3 days
- 4th of July Celebration
- Met with the developer
- Smoke detector final for commercial property
- Surplus equipment request
- Sprayed bugs off of city hall and EFD
- Sprayed weeds at station
- Install 1 car seat
- Inspection of TI x2
- 3 Blood pressure checks, one at the senior center
- Clean Department, Inside and out, replaced flags
- Cleaned City hall exterior & EFD
- Fed the EPD and EFD at Cruise Night
- 2 car seat inspections
- Surplussed a trailer of old equipment
- Let BLM utilize the EFD for staging
- 8 downtown inspections 2 food truck inspection
- Officer meeting
- Inspection of New construction duplexes

Plan for next 30 days

- Upgrade SCBA Equipment (waiting for parts)
- Re-certify Cascade tanks
- Work on updating agreement with Medical Director: Medical Supervision,
- Explosive gas training/ Rewrite protocol
- Fix gutters station
- Reprogram Radios 6/24
- Grants: Radios, Roof Prop 7/24
- Rehab team protocol

Training (See Attached)

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

Emp, Title	Training/Hours	Date	Location	Cost/Certificate
# Emp. Trained	Total Training Hours			Total Cost

City's Strategic Pillars 8/27/2024 @ 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: The Emmett Public Library is the heart of the community. It provides real and virtual resources for the Gem Community, as well as ever expanding learning and recreational opportunities.

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

- "Balancing of Efficiencies" with maintaining current level of patron services and library usage (Growth); by supporting the library's mission, keeping policy mandates in compliance with State of Idaho HB710. **98%**
- Library will implement best practices to manage & update patron accounts and collection data bases, expand delivery of learning opportunities through in-house, outreach & virtual resources. **70%**
- Library will continue to upgrade & develop Adult/Senior resources & enhancements by exploring grants and partnerships. **On-going**
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget. **To date: Donations=\$26,322.84 + Grants=\$73922.00, In-Kind Donations=\$3210.00**

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

No less than Top Ten Accomplishments since last report

- Rotary Grant Received 2,000.00, lightening upgrade in Teen's area completed
- Updated library policy/procedures to reflect mandate by State of Idaho HB710
- Updating ALL patron accounts to reflect mandate by State of Idaho
- Summer Reading programs finished strong, over 452 registered & Grand Finale gave out over \$1200 in prizes.
- KTVB Community Giving Grant-Reviewing for Friends of the Library Creative Aging Program

NEXT 30 DAYS

National Library Card Month "September" "Let the Library Transform You"
Several drawing to inspire library card usage, get new cards and minor card trade-back program
New Children's Music & Movement Program starting in September
First Friday Family Fun Program "Steampunk Pictures"
Planning begins for Fall Fundraising

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

City of Emmett Police Department

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. (Current 5-14 2 are on their 5th year this year)
- 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. (Working on eligibility list 6-12-23)
- 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

No Less than Top Ten Accomplishments Since Last

- **Officer Derek Stewart started is in phase III of FTO and is scheduled to be off FTO in 2 weeks. 8-23-24**
- **Xavier Ries has completed FTO and will be attending POST in January 2025. 8-23-24**
- **3 applicants will be scheduled soon for oral boards. 8-23-24**
- **Currently have one in backgrounds who will potentially be given a conditional offer this week. 8-23-24**
- **Have started the process to purchase one of our vehicles that is coming off lease. Vehicle has been purchased. 8-23-24**
- **Met with School Administrator in June to discuss SRO position. School district is working on Budget for 2025 school year to provide funding for 75% of one SRO and 100%, with a grant, for a second SRO. Grant was submitted by School District for a fulltime SRO. 8-23-24**
- **Hope to return to 4-10's by mid-September. 8-23-24**
- **Will be teaching in Elementary schools this September and October. 8-23-24**
- **Mike Darling has been accepted to the National Computer Forensics Institute (NCFI) and to the Basic Computer Evidence Recovery Training (BCERT 24-05). The course dates are Monday, January 06, 2025– Thursday, February 06, 2025. Travel dates are Sunday, January 05, 2025 and Friday, February 07, 2025. This training has no const to the EPD with the exception of Mike's work hours. 8-23-24**

Plan for next 60 days

- Investigations Tech is looking into a grant that will provide us with software and hardware for cell phones forensics investigations. 5-13-24
- Have a goal to become more active updating web page. 5-13-24
- Researching increasing dog impound fees. 5-13-24
- Started process of getting a yearlong grant from ITD that will fund Overtime pay for an entire year. This has been submitted. Will be requesting \$30,000 for the upcoming fiscal year. Received acknowledgement that we are in the running for this. April 2024
- Improve wadges. Started in April.
- School district is getting a grant for radios and during process of this have found out how to connect EMS with LE and Fire. 6-20-24 **need to follow up on this.**



EMMETT POLICE DEPARTMENT

July Patrol Statistics

	TOTAL
Felony Arrests - Male	4
Felony Arrests - Female	0
Misd. Arrests - Male	9
Misd. Arrests - Female	2
Traffic Stops	20
Infraction Cite	7
Dispatched Calls	148
Officer Initiated Reports	32
Dogs Taken to Pound	7
Ordinance Calls	17

Community Involvement

OT shifts were filled on the 4th of July during evening hours.

All officers and multiple agencies participated in Cruise Night.

Nature	Reported
Traffic Compl	22:14:35 07/31/24
Ord Viol EPD	16:22:56 07/31/24
Ord Viol EPD	16:15:47 07/31/24
Ord Viol EPD	16:07:16 07/31/24
Domestic	15:35:03 07/31/24
Accident HR	14:53:05 07/31/24
Traffic Stop	14:50:29 07/31/24
Traffic Stop	14:27:30 07/31/24
Threats	12:23:39 07/31/24
Alarm Medical	12:23:21 07/31/24
Harassment	12:04:39 07/31/24
Ord Viol EPD	10:30:49 07/31/24
Unlawful Entry	22:56:16 07/30/24
Disturb Peace	21:44:44 07/30/24
Disorderly	21:24:56 07/30/24
Medical	20:17:10 07/30/24
Domestic	15:47:09 07/30/24
Theft	11:25:11 07/30/24
Accident HR	11:22:17 07/30/24
Animal Cmplnt	08:15:36 07/30/24
Welfare Check	07:41:56 07/30/24
Public Assist	23:23:17 07/29/24
Theft	20:33:53 07/29/24
Harassment	20:27:57 07/29/24
Juvenile Prob	17:19:47 07/29/24
Agency Assist	13:29:55 07/29/24
Fraud	13:14:43 07/29/24
Civil Compl	12:59:41 07/29/24
Stray Dog	10:43:55 07/29/24
Accident HR	09:26:59 07/29/24
Disturb Peace	08:45:43 07/29/24
Stray Dog	08:33:27 07/29/24
Medical	06:35:28 07/29/24
Suspicious Veh	00:50:31 07/29/24
Traffic Stop	21:19:56 07/28/24
Alarm Bus	17:59:57 07/28/24
Suspicious	17:30:32 07/28/24
Public Assist	16:02:48 07/28/24
DWP	13:44:08 07/28/24
Alarm Bus	05:30:37 07/28/24
Alarm Bus	03:20:45 07/28/24
Disturb Peace	02:00:27 07/28/24
Welfare Check	22:20:55 07/27/24
Disorderly	22:04:58 07/27/24

Juvenile Prob	20:10:51 07/27/24
Stray Dog	14:58:07 07/27/24
Funeral Escort	14:56:50 07/27/24
Harassment	14:51:45 07/27/24
Welfare Check	14:13:06 07/27/24
Traffic Hazard	12:06:49 07/27/24
Traffic Stop	10:53:11 07/27/24
Traffic Stop	10:40:50 07/27/24
Traffic Stop	10:24:46 07/27/24
Alarm Res	09:45:12 07/27/24
Disturb Peace	00:30:06 07/27/24
Suspicious	00:15:54 07/27/24
Suspicious Veh	22:50:37 07/26/24
Medical	22:39:19 07/26/24
Traffic Compl	22:07:07 07/26/24
Battery	20:50:31 07/26/24
Suspicious	19:40:23 07/26/24
Agency Assist	18:58:34 07/26/24
Traffic Hazard	13:49:04 07/26/24
Traffic Compl	13:44:59 07/26/24
Fireworks	13:34:10 07/26/24
Shots Fired	13:32:06 07/26/24
Parking Problem	13:00:12 07/26/24
Lost Property	11:40:50 07/26/24
Disorderly	06:17:39 07/26/24
Burglary	06:11:38 07/26/24
Disturb Peace	23:04:33 07/25/24
Accident PD	21:09:10 07/25/24
Civil Compl	17:00:00 07/25/24
Civil Compl	16:19:46 07/25/24
Public Assist	16:01:34 07/25/24
Child Abuse	13:43:44 07/25/24
911 AHM	12:00:50 07/25/24
Fish & Game	11:37:05 07/25/24
Public Assist	11:16:44 07/25/24
Parking Problem	10:47:00 07/25/24
Found Property	10:27:59 07/25/24
Medical	10:22:09 07/25/24
Traffic Hazard	06:28:16 07/25/24
Traffic Hazard	06:12:44 07/25/24
Alarm Fire	23:40:26 07/24/24
Parking Problem	19:42:02 07/24/24
911 AHM	15:20:40 07/24/24
Accident PD	14:38:52 07/24/24
Message Del	12:24:47 07/24/24

Suspicious	10:48:39 07/24/24
Funeral Escort	10:11:22 07/24/24
Threats	09:05:12 07/24/24
Agency Assist	08:14:14 07/24/24
Mental Issue	01:24:53 07/24/24
Welfare Check	23:16:04 07/23/24
Domestic	23:13:04 07/23/24
Traffic Stop	21:33:18 07/23/24
Traffic Stop	20:34:03 07/23/24
Agency Assist	16:36:12 07/23/24
Suspicious	14:27:33 07/23/24
Public Assist	12:38:12 07/23/24
Public Assist	10:10:26 07/23/24
Ord Viol EPD	09:42:29 07/23/24
Property Damage	00:31:54 07/23/24
Welfare Check	21:57:01 07/22/24
Public Assist	21:25:31 07/22/24
Traffic Stop	20:15:17 07/22/24
Traffic Stop	19:37:47 07/22/24
Welfare Check	18:31:28 07/22/24
Suspicious Veh	18:08:31 07/22/24
Public Assist	14:11:28 07/22/24
CPO NCO Viol	13:53:08 07/22/24
Pornography	12:50:05 07/22/24
Accident HR	09:30:17 07/22/24
Agency Assist	08:54:16 07/22/24
Alarm Bus	08:32:58 07/22/24
Animal Cmplnt	08:22:45 07/22/24
Fraud	08:11:24 07/22/24
Information	06:52:08 07/22/24
Public Assist	01:41:00 07/22/24
Welfare Check	23:14:13 07/21/24
Public Assist	20:43:10 07/21/24
DUI	19:28:47 07/21/24
Open Door	18:29:54 07/21/24
Medical	16:47:39 07/21/24
Welfare Check	16:36:26 07/21/24
Medical	15:47:44 07/21/24
Suspicious	13:25:02 07/21/24
Agency Assist	08:50:24 07/21/24
Medical	08:12:15 07/21/24
Shots Fired	02:13:17 07/21/24
Motorist Assist	21:26:57 07/20/24
Traffic Stop	21:25:24 07/20/24
Traffic Stop	21:12:13 07/20/24

Traffic Stop	21:01:51 07/20/24
Motorist Assist	20:39:14 07/20/24
Traffic Stop	20:29:04 07/20/24
Traffic Stop	19:32:03 07/20/24
Traffic Hazard	19:26:48 07/20/24
Welfare Check	19:05:14 07/20/24
Animal Cruelty	19:03:31 07/20/24
Burglary Res	18:53:39 07/20/24
Parking Problem	18:50:38 07/20/24
Accident HR	18:40:17 07/20/24
Mental Issue	17:55:27 07/20/24
Medical	15:55:57 07/20/24
Suspicious	15:54:49 07/20/24
Suspicious	15:41:57 07/20/24
Threats	13:21:46 07/20/24
Traffic Stop	13:08:05 07/20/24
Medical	12:50:34 07/20/24
Alarm Bus	12:16:16 07/20/24
911 AHM	08:08:50 07/20/24
Suspicious	00:46:56 07/20/24
Suspicious	00:44:28 07/20/24
DUI	22:56:17 07/19/24
Agency Assist	21:30:58 07/19/24
Fireworks	21:26:52 07/19/24
Harassment	20:53:38 07/19/24
Battery	17:54:53 07/19/24
Extra Patrol	17:05:31 07/19/24
Suspicious Veh	16:43:20 07/19/24
Burglary Att	16:32:23 07/19/24
Medical	13:01:05 07/19/24
Theft-Automobil	07:39:39 07/19/24
Threats	22:16:23 07/18/24
Medical	19:57:03 07/18/24
Traffic Compl	19:32:24 07/18/24
Alarm Bus	18:17:53 07/18/24
Suspicious	16:26:59 07/18/24
Accident PD	14:03:04 07/18/24
Accident PD	12:50:30 07/18/24
Theft	08:29:06 07/18/24
Suspicious	07:00:16 07/18/24
Extra Patrol	23:21:45 07/17/24
Unwanted Subj	21:34:06 07/17/24
Medical	21:04:22 07/17/24
Welfare Check	16:48:53 07/17/24
Animal Found	15:26:55 07/17/24

Welfare Check	12:00:13 07/17/24
Custodial Int	11:19:56 07/17/24
ABANDONED VEH	10:51:35 07/17/24
Traffic Stop	09:48:38 07/17/24
Alarm Medical	01:05:51 07/17/24
Traffic Stop	22:03:07 07/16/24
Traffic Stop	21:35:33 07/16/24
Alarm Fire	21:22:37 07/16/24
Medical	20:55:11 07/16/24
Warrant Arrest	20:13:28 07/16/24
Traffic Stop	19:25:13 07/16/24
911 AHM	19:03:56 07/16/24
Suspicious	18:37:28 07/16/24
Traffic Compl	17:59:17 07/16/24
Alarm Medical	17:44:08 07/16/24
Warrant Arrest	15:44:11 07/16/24
Medical	15:41:21 07/16/24
Public Assist	14:00:48 07/16/24
Traffic Stop	13:20:13 07/16/24
Public Assist	10:15:26 07/16/24
Suspicious	06:33:52 07/16/24
Disturb Peace	04:41:47 07/16/24
Medical	00:36:33 07/16/24
Suspicious Veh	22:22:07 07/15/24
Traffic Stop	22:04:12 07/15/24
Traffic Stop	21:13:10 07/15/24
Welfare Check	21:09:56 07/15/24
Traffic Stop	21:02:32 07/15/24
Traffic Stop	20:32:14 07/15/24
Public Assist	18:57:18 07/15/24
Suicidal Subj	15:23:50 07/15/24
Fraud	14:43:30 07/15/24
Found Property	14:09:54 07/15/24
Animal Cruelty	11:45:58 07/15/24
Welfare Check	10:54:33 07/15/24
Public Assist	02:22:15 07/15/24
Juvenile Prob	22:26:37 07/14/24
Alarm Bus	21:00:39 07/14/24
Traffic Stop	20:29:47 07/14/24
CPO NCO Viol	20:23:18 07/14/24
Traffic Stop	19:44:57 07/14/24
Traffic Compl	19:36:30 07/14/24
Traffic Stop	18:36:43 07/14/24
Information	14:15:46 07/14/24
Traffic Stop	11:25:12 07/14/24

Warrant Arrest	10:25:06 07/14/24
Prowler	03:44:15 07/14/24
Traffic Compl	03:19:15 07/14/24
911 AHM	01:50:41 07/14/24
Traffic Stop	01:24:11 07/14/24
Battery	22:59:38 07/13/24
Traffic Compl	22:49:50 07/13/24
Traffic Stop	22:14:34 07/13/24
Fireworks	21:55:59 07/13/24
Traffic Stop	21:21:08 07/13/24
Public Assist	19:57:54 07/13/24
Traffic Compl	18:19:13 07/13/24
Medical	17:42:54 07/13/24
Stray Dog	17:13:25 07/13/24
Medical	13:52:32 07/13/24
Traffic Compl	13:07:01 07/13/24
Public Assist	11:49:58 07/13/24
Ord Viol EPD	10:18:17 07/13/24
911 AHM	07:49:45 07/13/24
Found Property	07:00:37 07/13/24
Traffic Stop	03:54:14 07/13/24
Traffic Stop	02:04:07 07/13/24
Suspicious Veh	01:55:07 07/13/24
Suspicious	01:16:35 07/13/24
Suspicious Veh	00:32:18 07/13/24
Welfare Check	18:54:15 07/12/24
Medical	17:28:11 07/12/24
Traffic Stop	14:03:03 07/12/24
Agency Assist	12:16:10 07/12/24
Alarm Res	12:03:16 07/12/24
Found Property	11:39:05 07/12/24
Extra Patrol	10:05:55 07/12/24
Parking Problem	09:00:22 07/12/24
Medical	07:32:19 07/12/24
Disturb Peace	23:27:09 07/11/24
Theft	22:33:38 07/11/24
Traffic Stop	22:32:06 07/11/24
Missing Person	19:18:51 07/11/24
Drugs PCS	15:27:56 07/11/24
Fraud	09:27:07 07/11/24
Alarm	04:45:40 07/11/24
Welfare Check	21:36:43 07/10/24
Alarm Fire	19:29:33 07/10/24
Traffic Stop	17:49:17 07/10/24
Welfare Check	17:46:33 07/10/24

Welfare Check	17:27:35 07/10/24
Alarm Res	17:22:58 07/10/24
Parking Problem	17:01:42 07/10/24
Animal Cruelty	12:35:53 07/10/24
Hazard	11:35:29 07/10/24
Hazard	11:26:26 07/10/24
Suspicious	09:19:40 07/10/24
Welfare Check	08:35:36 07/10/24
Ord Viol EPD	23:50:54 07/09/24
Ord Viol EPD	22:45:29 07/09/24
Theft	19:18:55 07/09/24
Missing Person	18:48:48 07/09/24
Information	17:01:04 07/09/24
Found Child	16:19:26 07/09/24
Disturb Peace	11:07:30 07/09/24
Traffic Stop	11:04:42 07/09/24
Traffic Compl	10:59:51 07/09/24
Traffic Hazard	10:53:38 07/09/24
Stray Dog	10:48:44 07/09/24
Custodial Int	10:44:29 07/09/24
Parking Problem	09:59:23 07/09/24
Custodial Int	09:57:13 07/09/24
Fraud	18:18:38 07/08/24
Traffic Compl	18:01:33 07/08/24
Theft-Automobil	15:35:47 07/08/24
Child Abuse	14:44:27 07/08/24
Traffic Stop	13:48:18 07/08/24
Traffic Compl	12:47:36 07/08/24
Agency Assist	11:44:00 07/08/24
Public Assist	09:12:18 07/08/24
Accident PD	08:28:02 07/08/24
Stray Dog	08:14:31 07/08/24
Extra Patrol	05:16:51 07/08/24
Prowler	05:00:54 07/08/24
Suspicious	02:02:39 07/08/24
Public Assist	20:23:47 07/07/24
Civil Compl	19:44:42 07/07/24
Medical	18:41:26 07/07/24
Medical	18:08:35 07/07/24
Medical	17:06:22 07/07/24
911 AHM	15:12:54 07/07/24
911 AHM	14:55:43 07/07/24
Medical	14:06:03 07/07/24
Public Assist	13:11:51 07/07/24
Agency Assist	13:01:06 07/07/24

Traffic Compl	12:43:01 07/07/24
Traffic Stop	10:02:15 07/07/24
Traffic Stop	02:28:45 07/07/24
Traffic Stop	02:25:13 07/07/24
Battery	00:38:40 07/07/24
Fireworks	22:56:10 07/06/24
Suspicious	22:36:13 07/06/24
Alarm Fire	22:17:13 07/06/24
Traffic Stop	22:16:20 07/06/24
Traffic Stop	22:10:17 07/06/24
Illegal Burning	21:46:09 07/06/24
Mental Issue	20:28:23 07/06/24
Stray Dog	20:27:21 07/06/24
Medical	16:03:58 07/06/24
Drugs PCS	15:32:30 07/06/24
Traffic Compl	14:57:56 07/06/24
Civil Standby	13:56:28 07/06/24
Public Assist	12:55:02 07/06/24
Traffic Compl	12:17:12 07/06/24
Found Property	12:09:43 07/06/24
Traffic Compl	11:46:31 07/06/24
Accident PD	11:20:46 07/06/24
Traffic Compl	11:12:49 07/06/24
Traffic Compl	10:59:40 07/06/24
Traffic Compl	10:44:39 07/06/24
Disturb Peace	10:26:14 07/06/24
Traffic Compl	09:24:59 07/06/24
Alarm Medical	09:22:31 07/06/24
Extra Patrol	08:17:13 07/06/24
Disturb Peace	08:13:58 07/06/24
Traffic Stop	02:09:11 07/06/24
Suspicious	23:11:54 07/05/24
Motorist Assist	20:49:39 07/05/24
Harassment	18:35:29 07/05/24
Battery	17:54:10 07/05/24
Parking Problem	16:05:17 07/05/24
Civil Standby	16:04:04 07/05/24
Warrant Arrest	15:33:08 07/05/24
Animal Cruelty	12:19:35 07/05/24
Illegal Burning	12:11:36 07/05/24
Assault	10:33:01 07/05/24
Found Property	09:57:42 07/05/24
Burglary Veh	08:48:33 07/05/24
Domestic	01:34:14 07/05/24
Public Assist	01:19:36 07/05/24

Fireworks	01:07:51 07/05/24
Fireworks	00:49:10 07/05/24
Structure Fire	00:27:08 07/05/24
Battery	23:57:34 07/04/24
Alarm Medical	21:25:13 07/04/24
Fireworks	20:49:31 07/04/24
Parking Problem	20:37:22 07/04/24
Traffic Stop	18:44:15 07/04/24
Ord Viol EPD	17:04:31 07/04/24
Medical	16:35:28 07/04/24
Traffic Compl	14:25:34 07/04/24
Theft	14:11:44 07/04/24
Accident PD	07:22:38 07/04/24
Suspicious	23:28:24 07/03/24
Theft	23:13:28 07/03/24
Fireworks	23:05:22 07/03/24
Traffic Hazard	23:04:46 07/03/24
Fireworks	21:43:05 07/03/24
Wanted Person	18:24:07 07/03/24
Medical	17:46:13 07/03/24
Traffic Compl	16:44:50 07/03/24
Found Property	15:19:25 07/03/24
Suspicious	15:17:27 07/03/24
Civil Compl	15:08:54 07/03/24
Traffic Stop	15:00:03 07/03/24
Found Property	14:44:28 07/03/24
Agency Assist	14:10:16 07/03/24
Funeral Escort	12:35:33 07/03/24
Custodial Int	09:31:29 07/03/24
Hazard	22:23:12 07/02/24
Juvenile Prob	20:04:24 07/02/24
Public Assist	17:27:52 07/02/24
Mental Issue	16:19:25 07/02/24
Fire Vehicle	15:59:29 07/02/24
Ord Viol EPD	15:02:23 07/02/24
Alarm Medical	14:41:41 07/02/24
Parking Problem	14:09:57 07/02/24
Fraud	12:10:56 07/02/24
Accident PD	11:00:04 07/02/24
Welfare Check	10:54:53 07/02/24
VIN Inspec Veh	08:42:09 07/02/24
Traffic Stop	04:27:45 07/02/24
Traffic Stop	01:11:24 07/02/24
Traffic Stop	00:56:55 07/02/24
Suicidal Subj	00:11:49 07/02/24

Open Door	21:21:53 07/01/24
Public Assist	20:30:45 07/01/24
Traffic Compl	19:51:45 07/01/24
Traffic Stop	17:40:47 07/01/24
Found Property	16:59:00 07/01/24
ABANDONED VEH	15:46:31 07/01/24
Property Damage	15:00:36 07/01/24
Traffic Stop	12:33:08 07/01/24
Civil Standby	11:47:11 07/01/24
Harassment	10:24:10 07/01/24
Stray Dog	10:21:03 07/01/24
Public Assist	01:30:09 07/01/24
Burglary Bus	00:14:05 07/01/24

City's Strategic Pillars
08/27/24

- 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

EXPENDITURE REQUIRING AUTHORIZATION / PURPOSE OF EXPENDITURE

- 07/02/24 Core & Main, Water Meters - \$5,837.04
- 07/09/24 Core & Main, 2024-2025 NPT - \$15,630.08
- 07/16/24 Highmark Mechanical Inc, Dagger Falls - \$6,400.00
- 07/23/24 Sawtooth Land Surveying, FY22 City Monuments - \$13,902.50
- 07/26/24 Sawtooth Land Surveying, Wardwell Row - \$5,878.75
- 07/26/24 Stuart C Irby Co, Supplies #4 - \$6,418.30
- 07/26/24 Stuart C Irby Co, Supplies #4 - \$6,418.31
- 07/19/24 The Sherwin Williams Company, Rental - \$6,090.00

TRAINING

- None

ACCOMPLISHMENTS SINCE LAST REPORT

1. Completed excavation and prep for generator at city hall.
2. Completed annual grading throughout city.
3. Annual cleaning of water and sewer facilities.
4. Installed roofs on both new covered seating areas at splash pad

PLAN FOR NEXT 30 DAYS

1. Starting grant application for 12th St and Substation intersection. Complete 8/1/24
2. 12th and Substation Intersection Review with Keller Associates continued.
3. WWTP/Sewer and WTP/Water Master Plan Update continued. Complete 6/1/24
4. Continuing our efforts to mitigate I&I. Ongoing
5. Sewer manhole - grout and/or replacement for those leaking water. Completing Fall '24
6. Repair bad water valves and water valve boxes. Ongoing.
7. Water valve exercise for all water distribution valves.
8. Upgrade fire hydrants older than 18 years.
9. Design new storm system at Washington and E Main.
10. Meet with ITD to discuss findings of HWY 16 Public Meetings.
11. Upgrading signage throughout town in Right of Way.
12. Work on finishing GIS-ing of utilities in new subdivisions.
13. Started lead and copper report for IDEQ/EPA
14. Repair cemetery for summer and fertilization and irrigation.
15. Annual Backflow Testing Notification continued.
16. Review updates and process with ITD SH-16, SH-44, to SH-52.
17. Well #6 is in contract and have started upgrade
18. Tennis Courts are getting redone and will be completed by 07/20/2024
19. Started patching asphalt cuts that took place during winter
20. Continuing grinding at tennis courts
21. Working with commercial and residential development
22. Preparing 10th and Commercial for storm drain upgrades
23. Started painting water tower.

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. **92% Locust Booster will be last major site to complete.** Airport fiber done! Locust fiber will be summer/fall 2025 target.
- Migrate all servers to cloud over the next 5 years. **35% SysAdmin, Library, Public Works converted to SharePoint cloud storage. Clerks are on deck.**
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **80% Dagger Falls and other new meters on deck for recording.**
- Convert city network from a bridged configuration to routed. **45% Initial plan and IP address scheme done. Converted City Park, Highlands Booster, Fire Department, Industrial Park, Tin building, Airport and Cemetery thus far.**
- ARPA Projects and Reporting completion. **Locust part of the project 90% complete: Generator is complete. All complete except for fiber optics install.**

Expenditures requiring authorization from higher and purpose of expenditure

- None

Training last 30 days

No less than Top Ten Accomplishments since last report

1. Finish multi factor for all email accounts
2. Idaho power service line install for Dagger Falls hut
3. Trunk cable pulling for Dagger Falls hut
4. FCS errors on edge router
5. IRON meeting on north-south fiber
6. EOC TVs install Viewport devices
7. County transport VLAN setup on transport network
8. Well 9 camera replace
9. Assist GCFD with camera installs at Letha
10. Synology updates
11. Concrete pad for Dagger Falls hut
12. Fix access points x3 negotiating at 100mbps
13. Move development map from Google Earth to Sharepoint
14. Finish splashpad cabling and cameras
15. Assist PD with evidence video
16. Meeting with Sunrise Homes for fiber installs
17. Remote Lock RFID research
18. Antenna installs on County fire tower

Plan for next 30 days

19. IRON statewide north south fiber build help	20. Emmett Fiber customer notification system
21. Dagger Falls phase 2 fiber	22. Fix radio link for Blaser Park cameras
23. Long Horn sub phase 1 fiber	24. Synology deploy for PD storage expansion
25. Splicing and homes online Dagger Falls phase 1	26. Highlands camera install
27. IOT Vlans setup on corporate network	28. Gem Family Townhomes fiber design
29. Emmett Fiber phone system calling tree setup	30. Repair weather station for airport