CITY OF POST FALLS

CITY COUNCIL MEETING AGENDA

May 3, 2022 6:00 PM

Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

a. Q'emiln Park Boat Launch Parking Passes: Dave Fair, Parks and Recreation Director presenting
b. Regional Housing and Growth Issues Partnership, Housing Availability and Affordability Study: Maggie Lyons and Gynii Gilliam presenting.
c. Proclamation – National Historic Preservation Month
d. Proclamation – Mental Health Awareness Month

AMENDMENTS TO THE AGENDA

Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.

1. CONSENT CALENDAR

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

a. Minutes – April 19, 2022, City Council Meeting
b. Payables – April 12, 2022 – April 25, 2022
c. Foxtail 8th Addition Subdivision Construction Improvement Agreement
d. 2022 Chip Seal Contract Award to Poe Asphalt

e. Cash and Investments for February 2022
f. Trade In Disposal for a New Tractor
g. Blue Spruce Meadows Subdivision Master Development Agreement
h. Apartment Twenty-Six Construction Improvement Agreement
i. Expo at Post Falls 9th Addition Subdivision Plat Application
j. River City Center Subdivision Plat Application
k. Elevate Academy North Charter School Request for a School Resource Officer
l. North Spencer Senior Apartments – Grant of Utility Easement
m. AXON Body Worn Cameras and Digital Evidence Storage Agreement

2. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

This section of the agenda is to continue consideration of items that have been previously discussed by the City Council and to formally adopt ordinances and resolutions that were previously approved by the Council. Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements.

ACTION ITEMS:

a. Ordinance -Title 18 Alternative Compliance TA-0003-2022
b. Ordinance – Title 18 Housekeeping Text Amendment TA-0001-2022
c. Ordinance – Amending City Code 5.04.080 to Issue Licenses for Bars and Taverns Based on Zoning Code.

4. NEW BUSINESS

This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business, however, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary.

ACTION ITEMS:

a. Approval of Contract Award – Mullan Ave. and Cecil Rd. Access Safety Project
b. Poleline Ave. and Cecil Rd. Roundabout – Acquisition of Rights-Of-Way and Easements
c. Poleline Ave and Cecil Rd. Roundabout – Utility Construction Reimbursement Agreement with Ross Point Water District
d. Approval of Contract Award – Poleline Ave. and Cecil Rd. Roundabout
e. Purchase of Replacement Vehicle Lifts for the Fleet Shop

5. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

6. ADMINISTRATIVE / STAFF REPORTS

This portion of the agenda is for City staff members to provide reports and updates to the Mayor and City Council regarding City business as well as responses to public comments. These items are for information only and no final action will be taken.

a. Guided Deliberations Following Land Use Hearings

7. MAYOR AND COUNCIL COMMENTS

This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

8. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially subject to applicable legal requirements; the Council may enter executive session to discuss such matters. The motion to enter into executive session must reference the specific statutory section that authorizes the executive session. No final decision or action may be taken in executive session.

ACTION ITEM (To enter into executive session only):

RETURN TO REGULAR SESSION

ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel (https://www.youtube.com/c/CityofPostFallsIdaho).

Mayor Ronald G. Jacobson
Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

Mission
The City of Post Falls mission is to provide leadership, support common community values, promote citizen involvement and provide services which ensure a superior quality of life.

Vision
Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

"Where opportunities flow and community is a way of life"

Calendar of Meetings & Event

Apr 30	10:00 am	**Community Recycle Day**
May 3	6:00 pm	City Council
May 8		**Mother's Day**
May 10	5:30 pm	Planning & Zoning Commission
May 17	5:00 pm	City Council Workshop – FY2023 Budget
May 17	6:00 pm	City Council
May 19	9:00 am	Urban Renewal Agency
May 24	6:00 pm	Parks and Recreation Commission
May 30		**Memorial Day – City Business Offices Will Be Closed**
June 7	5:00 pm	City Council Workshop – Residential Mixed Zoning (RM)
June 7	6:00 pm	City Council
June 10		**Last Day of School**
June 14	5:30 pm	Planning & Zoning Commission
June 14		**Flag Day**
June 16	9:00 am	Urban Renewal Agency
June 19		**Father's Day**
June 21	5:00 pm	City Council Workshop – FY2023 Budget
June 21	6:00 pm	City Council
June 21		**Summer Solstice**
Jun 28	6:00 pm	Parks and Recreation Commission
July 4		**4th of July – City Business Offices Will Be Closed**
July 5	5:00 pm	Workforce Planning – Police and Parks and Rec
July 5	6:00 pm	City Council
July 8		**Post Falls Festival**
July 9		**Post Falls Festival**
July 10		**Post Falls Festival**
July 12	5:30 pm	Planning & Zoning Commission
July 19	5:00 pm	City Council Workshop – Workforce Planning – Public Works & Community Development
July 19	6:00 pm	City Council
July 21	9:00 am	Urban Renewal Agency
July 26	6:00 pm	Parks and Recreation Commission

Post Falls City Council Meeting
May 3rd, 2022

Council Agenda Memorandum

TO: Mayor Ron Jacobson
Council President Kerri Thoreson
Councilors Josh Walker, Joe Malloy,
Nathan Ziegler, Lynn Borders, Kenny Shove
Legal Counsel Warren Wilson

FROM: Shelly Enderud, City Administrator

CC: Department Heads

Ceremonies, Announcements, Appointments, Presentation:

a. Q'emiln Park Boat Launch Parking Passes – Parks and Recreation Director Dave Fair presenting

b. Regional Housing and Growth Issues Partnership, Housing Availability and Affordability Study - Maggie Lyons and Gynii Gilliam presenting

c. Proclamation – National Historic Preservation Month

d. Proclamation – Mental Health Awareness Month

1. Consent Calendar

c. Foxtail 8th Addition Subdivision Construction Improvement Agreement – The Engineering Division requests approval of the CIA for the abovementioned subdivision. The agreement sets forth the typical expectations and responsibilities of the City and the developer. If approved, the Mayor shall sign the documents.

d. 2022 Chip Seal Contract Award to Poe Asphalt – Maintenance Manager Ross Junkin requests approval for the contract with Poe Asphalt for the 2022 Chip Seal project. Poe Asphalt was the apparent low bid. With a recommended 5% continency, total fiscal impact is $463,289.44 from the streets budget. If approved, the Mayor will sign the contract.

e. Cash and Investments for February 2022 – The Finance Department presents the February 2022 cash and investment balances in compliance with Idaho code.

f. Trade in Disposal for a New Tractor – The Fleet Division requests approval of trade in disposal of existing parks maintenance equipment toward the purchase of a new tractor. The purchase of the new tractor does not need Council approval. Upon Council approval,

the trade in amount of $19,400 of the old equipment will go toward the purchase of the new tractor.

g. Blue Spruce Meadows Subdivision Master Development Agreement – The Planning Division requests approval of the MDA for the abovementioned subdivision. The applicant has requested to subdivide 4.7 acres into 38 Twinhome (R2) lots. The request was approved at the December 12, 2021, Planning and Zoning Commission hearing. If approved, the Mayor will sign the agreement.

h. Apartment Twenty-Six Construction Improvement Agreement – The Engineering Division requests approval of the CIA for the abovementioned project. The agreement sets forth the typical expectations and responsibilities of the City and the developer. If approved, the Mayor shall sign the documents.

i. Expo at Post Falls 9th Addition Subdivision Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor will sign the documents.

j. River City Center Subdivision Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor shall sign the documents.

k. Elevate Academy North Charter School Request for a School Resource Officer – The Police Department requests approval for the contract for a School Resource Officer for the new Elevate Academy Charter School. The school has agreed to reimburse the City for $70,000 worth of wages for the officer assigned to the school. Elevate Academy will have students from grade 6th through 12th and will cater to more “at risk” youth that are not thriving in a traditional public school environment. If approved, the Mayor will sign the agreement.

l. North Spencer Senior Apartments Grant of Utility Easement – The Engineering Division requests approval of the Grant of Utility Easement with North Spencer Senior Apartments. The easement will be used to install and maintain city water and sanitary sewer mains on the property of Whitewater Development, LLC where the North Spencer Senior Apartments are being constructed. If approved, the Mayor will sign the Grant of Easement.

m. AXON Body Worn Cameras and Digital Evidence Storage Agreement – The Police Department requests approval of the agreement with AXON to purchase body cameras and to use their cloud-based evidence management system for storage of the camera footage. The agreement is for a 60-month period with a refresh of all camera systems at the two and a half and five year mark included in the cost. Total fiscal impact is $362,282.31, or $72,456.46 annually, to be paid from the Police Department budget.

2. Public Hearings

3. Unfinished Business

a. Ordinance: Title 18 Alternative Compliance TA-0003-2022 – This ordinance formalizes the addition to Title 18 reviewed at the Council public hearing on April 5th, 2022. Council may adopt the ordinance or take no action.

b. Ordinance: Title 18 Housekeeping Text Amendment TA-0001-2022 – This ordinance formalizes the changes to Title 18 reviewed at the Council public hearing on April 5th, 2022. Council may adopt the ordinance or take no action.

c. Ordinance: Amending City Code 5.04.080 to Issue Licenses for Bars and Taverns Based on Zoning Code – This ordinance formalizes the changes to City Code 5.04.080 reviewed at the Council meeting on April 19th, 2022.

4. New Business

a. Approval of Contract Award: Mullan Avenue and Cecil Road Access Safety Project – Assistant City Engineer Rob Palus requests approval of the contract award to LaRiviere for the Mullan Avenue and Cecil Road Access Safety Project. There were two responsive bids with LaRiviere as the apparent low bid. Total fiscal impact is $187,062.20 which includes a 10% contingency. The URA will reimburse the city for the full cost of the project, but initially funds will come from the street impact fee budget. If approved, the Mayor will sign the provided documents.

b. Poleline Avenue and Cecil Road Roundabout Acquisition of Rights-ff-Way and Easements – Assistant City Engineer Rob Palus requests approval to enter into three separate Right-of-Way and Easement Acquisition agreements needed to construct the Poleline Avenue and Cecil Road roundabout. The agreements and acquisitions are with SL Investments, LLC, Upper Columbia Mission Society of Seventh Day Adventists, and the Post Falls School District. Total fiscal impact is $36,023.64 to be paid from street impact fees. Staff's recommendation for approval should be conditioned on City Council action regarding the award of the contract in item 4(a). If approved, the Mayor shall sign the provided documents.

c. Poleline Avenue and Cecil Road Roundabout Utility Construction Reimbursement Agreement with Ross Point Water District – Assistant City Engineer Rob Palus requests approval of the agreement with Ross Point Water for the Utility Construction Reimbursement. A portion of the construction of the roundabout includes construction of water main improvements which will benefit the Ross Point Water District. Estimated reimbursement is $197,335. Actual reimbursement amount will be based on the actual quantities of materials installed and the rates identified within the projects contract documents. If approved, the Mayor will sign the agreement.

d. Approval of Contract Award: Poleline Avenue and Cecil Road Roundabout – Assistant City Engineer Rob Palus requests approval of the contract award to LaRiviere for the Poleline Avenue and Cecil Road roundabout. There were two responsive bids with LaRiviere as the apparent low bid. Total estimated fiscal impact is $2,408,265.59 which includes a 10% contingency. The URA will reimburse the city for $1,727,530.91 and Ross Point Water will reimburse the city for $197,355. This contract is contingent on an addendum to the original MOU between the City and the Post Falls URA for this project.

The remainder of the costs will be paid out of street impact fees and frontage improvement deposits. If approved, the Mayor shall sign the provided documents.

e. Purchase of Replacement Vehicle Lifts for the Fleet Shop – Public Works Maintenance Manager Ross Junkin requests approval to purchase four replacement lifts for the Fleet Shop. The current lifts are either already out of commission or beyond their useful life and/or repair. Recommendations for replacing all four lifts were given by an inspector due to safety concerns. A new concrete floor would also be part of the replacement project with demo done by city staff and a new pour done by a contractor. The contract for the concrete may return to Council for approval. Total fiscal impact for the lifts is $212,855 to be paid from the Fleet Shop budget.

6. Administrative / Staff Reports

a. Guided Deliberations Following Land Use Hearings – City Attorney Warren Wilson will give this presentation.

Executive Session

No executive session is needed at the time of the writing of this memorandum; however, Council may reserve the right to conduct a session should it see the necessity.

CITY OF POST FALLS

CITY COUNCIL MEETING MINUTES

April 19, 2022 6:00 PM

Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL OF CITY COUNCIL MEMBERS
Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove - **Present**

Topic: Workforce Planning
Shelly Enderud, City Administrator and Teresa Benner, Human Resources Director presenting: Effective workforce planning helps to enable the city to align our resources better to provide a higher quality of service while ensuring we are planning for future needs. It also allows the city to better identify gaps in resources and needs. In identifying these needs, Department Heads also evaluate the competencies required from our workforce to provide these services. As services and technology changes, these competencies also need to change to reflect the continued high service levels. The city has done an excellent job of "making things work" with limited revenue sources over the last decade. In our current capacity, with the issues behind the pandemic, the issues with workforce attraction, supply chain issues and the increase in service demand, there are items not being completed at the most effective/efficient level. Staff is having to prioritize workloads and defer some items to continue to meet the daily demands of the city. While there is hope that some of these challenges will start to settle over the next few years, we know the workforce attraction/retention issues will not be quickly or easily resolved.

Workshop ended at 5:48 pm.

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS
Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove - **Present**

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

a. Regional Housing and Growth Issues Partnership, Housing Availability and Affordability Study: Kiki Miller and Gynii Gilliam presenting. – **Canceled**
b. Community Recycle Day is next Saturday, April 30th from 10 am to 2 pm here at City Hall. This is a great opportunity to recycle old TV's, computers, cell phones and other electronic items. Bring in unused prescription drugs to be disposed of by the Police Department, and

paper shredding services will be provided by Mountain West Bank. This is a free event and open to everyone.

c. Spring residential garbage clean-up is also Saturday, April 30th. All items must be placed curbside by 6 am and must be bagged, bundled or in a garbage tote. Items must not exceed 4 feet in length and 4 feet in width. For special appliance pickup, call Post Falls Sanitation.

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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1. CONSENT CALENDAR

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ACTION ITEMS:

a. Minutes – April 5, 2022, City Council Meeting
b. Payables – March 29, 2022 – April 11, 2022
c. River City Mobile Home Park Commercial Subdivision Construction Improvement Agreement
d. Frontage Improvement Waiver Request – 1511 N. Post Street
e. Prairie Ave. and Spokane St. Phase 2 – Utility Construction Reimbursement Agreement with East Greenacres Irrigation District

Mayor: I will be transparent on this. Several months ago, a waiver was sought for street improvements in a property my wife and her brother purchased. There were no improvements in the area. They requested an improvement waiver and staff recommended to deny it and Council followed staff's recommendation. I have no issue with that. Since then, there has been no improvements in that area. They will spend probably $70,000 in frontage improvements in an area that has none. I support and encourage frontage improvements. I also support waivers because it does not make sense to build improvements where there are none around. I want to know what the requirements are and how this is decided. Please come back with a report on this.

Motion by Malloy to approve the Consent Calendar as presented.
Second by Borders.
Vote: Walker-Aye, Borders-Aye, Thoreson-Aye, Ziegler-Aye, Malloy-Aye, Shove-Aye
Motion Carried

2. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the

Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:
None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

a. Ponderosa Lift Station Bid Award to Strider Construction

Andrew Arbini, Projects Division Manager: In 2021, seven contractors were prequalified to bid on this project. Plans and specifications were finalized in early 2022 and distributed to all pre-qualified contractors. On March 24, 2022, the city opened bids for the Ponderosa Lift Station Replacement Project. The Engineer's Estimate for construction is $2,425,854. The city received bids from two of seven prequalified bidders. Strider Construction submitted the apparent low bid of $2,814,154. Following review, T-O Engineers and City Staff recommends the award to Strider Construction. The Ponderosa Lift Station was constructed in 1985, upgraded in 1995, and remains in operation with minimal improvement since that time. The lift station services most of the eastern portion of Post Falls, currently including the Highway 41 corridor. Improvements to the Ponderosa lift station were identified in the 2019 Wastewater Collection System Master Plan and were listed as a Priority 1 project, to be completed within 5 years. During design of the project, T-O and the City determined that rehabilitation of the existing lift station was not feasible and recommended the full replacement of the facility. The project will include a new lift station as well as emergency storage to be used in the event of a major equipment failure. Construction is anticipated to begin in spring 2022 and completed in early 2023. To facilitate current lead times on pumps and electrical equipment, the project completion timeframe was extended from that anticipated earlier in the design phase.

Motion by Malloy to approve the Ponderosa Lift Station Bid Award to Strider Construction. Second by Borders.
Vote: Borders-Aye, Thoreson-Aye, Ziegler-Aye, Malloy-Aye, Shove-Aye, Walker-Aye
Motion Carried

b. Additional Services Agreement for Ponderosa Lift Station Construction Management Services with T-O Engineers

Andrew Arbini, Projects Division Manager presenting: The 2019 Master Plan identifies improvements at the Ponderosa Lift Station to improve reliability and to accommodate increasing flows. Design on the upgrades has been completed and the award of a construction contract is concurrently resented for Council consideration. An additional two months has been added to the construction window to mitigate current long lead times for pumps and electrical equipment. This additional services agreement extends the contract with T-O Engineers for construction

management during this extended period. Additionally, due in part to the decision to pre-qualify contractors this project was postponed from 2021 to 2022. This authorization also reflects a change in T-O Engineer's billing rate from 2021 to 2022, resulting in potential additional fees of $27,000. Construction management is billed on an hourly basis. The original contract with T-O Engineers was for $344,243.90. A contingency of $17,212 was approved with the original contract and $10,500 was used for structural design of the overflow basin. $7,000 of additional services were authorized by City Council for pre-qualification work in 2021. About $170,000 has been billed to date for design work and prequalification services. This additional services agreement is for a total of $74,135. With this agreement, about $280,000 would be authorized for construction management services. This contract, with all revisions, represents about 14% of the project cost which is well within the normal range.

Motion by Malloy to approve the additional services agreement for the Ponderosa Lift Station Construction Management Services with T-O Engineers.
Second by Ziegler.
Vote: Thoreson-Aye, Ziegler-Aye, Malloy-Aye, Shove-Aye, Walker-Aye, Borders-Aye
Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

a. Ordinance to Authorize the Issuance of Alcohol Permits Based on Zoning

Warren Wilson, City Attorney presenting: Staff requests that the City Council consider adopting an ordinance to allow staff to issue alcohol licenses for bars and taverns if the location complies with zoning requirements, in areas where previously the applicant would need to obtain City Council approval for their location (near churches, schools, etc.) in addition to meeting zoning requirements. I.C. 23-913 creates a prohibition on the issuance of licenses for the sale of alcoholic beverages for on premises consumption (bars and taverns) within 300 feet of churches, schools, and predominately residential areas unless the City Council authorizes the issuance of such permits. This requirement has been addressed in the past by having the applicant request that the City Council approve their location. Staff is recommending amending the City Code to authorize the issuance of these permits if the location complies with zoning requirements. Over the past several years staff has had several requests from owners seeking to open a bar, or lease a space to a bar or church, in commercial zone where bars are allowed by right, the have questioned having to obtain a second approval for the business where is complies with all zoning requirements. As churches move into non-traditional locations such as spaces in strip malls and other former commercial locations, this is becoming more of an issue because once that church (or school) moves into that space. The owner of commercial space near that use can no longer rent or sell that space to a user hoping to open a bar or tavern, even though the zoning code would allow it. Staff, including police, planning, legal and building, reviewed the City's zoning map and determined that there is very little impact to existing churches and/or schools by allowing the licenses to be issued administratively. Making this change would streamline the permit issuance process for businesses and staff time in processing requests. If the code amendment is approved, staff would process liquor license applications and determine if the use is in a zone that allows bars, if so, and the applicant has complied with the other permitting requirements the license would be issued.

Motion by Malloy to bring back the Authorize the Issuance of Alcohol Based on Zoning as an Ordinance.
Second by Borders.
Vote: Ziegler-Aye, Malloy-Aye, Shove-Aye, Walker-Aye, Borders-Aye, Thoreson-Aye
Motion Carried

5. CITIZEN ISSUES

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8. EXECUTIVE SESSION

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ACTION ITEM (To enter into executive session only):
None

ADJOURNMENT 6:25 PM

_____
Ronald G. Jacobson, Mayor

_____
Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson
Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

Mission
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Vision
Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

"Where opportunities flow and community is a way of life"

Post Falls Check Approval

City of Post Falls

Packet: APPKT09332 - Check Run 5.4.22 **Check Date: 4/26/2022**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN14589	Sabrina Pettibone				
APMWB	Check	51941	Refund damage deposit for canceled reservati	001-22080	250.00
				Balance Sheet Accounts Total:	**250.00**
Dept: 414 Finance					
B091	BDS				
APMWB	Check	81484	Utility Billing and Statement forms	001-414.0000.63050	4,800.00
				001-414.1445.62170	4,832.57
				001-414.1445.62190	2,923.47
C4001	Costco Membership				
APMWB	Check	111657191280 2022	Annual Renewal	001-414.0000.62060	120.00
D09750	DeVries Info Management				
APMWB	Check	0149329	On-site records destruction	001-414.0000.62040	55.00
		0146328		001-414.0000.62040	55.00
		0139042		001-414.0000.62040	55.00
				Dept 414 Total:	**12,841.04**
Dept: 421 Police					
N276	Access Information Protected				
APMWB	Check	9346690	Shredding services	001-421.0000.68010	58.00
A254	Allegra Print & Imaging				
APMWB	Check	197655	Door hangers for Code Enforcement	001-421.0000.63210	190.64
A0001	Alsco				
APMWB	Check	LSPO2515758	Shop uniforms	001-421.4000.72000	12.63
		LSPO2513562		001-421.4000.72000	12.63
VEN09421	Assurance Fitness Repair				
APMWB	Check	9724	Gym maintenance&replacement battery for elli	001-421.0000.68010	507.50
C140	CDW Government Inc.				
APMWB	Check	W033060	Firewall Annual Maintenance and Support Ren	001-421.0000.66043	7,514.00
VEN10854	Cellebrite Inc.				
APMWB	Check	INVUS241318	Cellebrite renewal	001-421.0000.63920	4,300.00
C1799	Cerium Networks				
APMWB	Check	I094204	Exchange Email Server Migration 2013-2019 C	001-421.0000.66041	13,440.00
		I094625		001-421.0000.66041	9,790.00
C220	Coleman Oil Co				
APMWB	Check	CL61739	Animal safety fuel - $211.43 Patrol fuel -6437.6	001-421.0000.64030	6,437.61
C4106	CPS				
APMWB	Check	SOP54914	ECO Applicant testing	001-421.0000.64020	434.50
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	14246	Business cards - Calderwood/Wright/Zibli/Cop	001-421.0000.63210	224.00
D070	Dell Marketing LP				
APMWB	Check	10576708765	Replacement hard drive	001-421.0000.66041	806.00
		10564218851	SRO laptop - Clark	001-421.0000.66044	1,481.55
VEN02615	Dr. Lou Sowers				
APMWB	Check	2013067	Patrol applicant evaluation - Thompson	001-421.0000.64020	600.00
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1141540	Tires - PFPD88	001-421.0000.67190	407.56
		197-1141539	Tires - PFPD86	001-421.0000.67190	407.56
I153	Idaho State Police				
APMWB	Check	S22100335	Quarterly ILETS fees - April - June 2022	001-421.0000.67310	14,012.50
L0195	Language Line Services				
APMWB	Check	10498047	Interpreter services	001-421.0000.65030	90.00

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14071	Medtech Forensics, Inc				
APMWB	Check	37529	Gloves for evidence processing	001-421.0000.63920	852.00
N001	Napa Auto Parts				
APMWB	Check	3688-154668	Axle spindle nut - PFPD106	001-421.0000.67100	12.72
		3688-156551	Hub unit, valve cover, grommets - PFPD99	001-421.0000.67100	134.17
		3688-156953	Water outlet gasket	001-421.0000.67100	11.69
		3688-154994	Oil filter - stock	001-421.0000.67100	7.74
		3688-156353	Battery - PFPD104	001-421.0000.67100	131.75
		3688-155787	Battery - PFPD124	001-421.0000.67100	131.19
		3688-155025	Hub assembly - PFPD97	001-421.0000.67100	130.68
		3688-156515	Core credits	001-421.0000.67100	-430.86
		3688-156553	Virtual kit - PFPD99	001-421.0000.67100	212.26
		3688-155789	Battery - PFPD124	001-421.0000.67100	116.43
		3688-154667	Rotorkit - PFPD106	001-421.0000.67100	219.04
		3688-154574	Coolant - Stock	001-421.0000.67100	201.42
		3688-157021	Batteries - stock	001-421.0000.67100	15.14
		3688-156951	Battery - PFPD119	001-421.0000.67100	116.43
		3688-156127	Mount - PFPD131	001-421.0000.67100	103.69
		3688-154720	Fuel cap tether - PFPD88	001-421.0000.67100	20.15
		3688-156952	Spark plugs and gaskets - PFPD99	001-421.0000.67100	89.91
		3688-156552	CV boot kit, back and pinion boot - PFPD99	001-421.0000.67100	47.82
		3688-156958	Rack and pinion boot - PFPD99	001-421.0000.67100	28.68
		3688-154594	Mount - PFPD121	001-421.0000.67100	49.01
		3688-155662	Wiper blades - PFPD131	001-421.0000.67100	41.76
		3688-156128	Battery - PFPD120	001-421.0000.67170	116.43
O050	Oxarc Inc.				
APMWB	Check	31516160	Fire extinguishers	001-421.0000.67100	244.59
P180	Perfection Tire				
APMWB	Check	1038889	Tire sensor replace - PFPD99	001-421.0000.67170	45.00
		1038744	Alignment - PFPD121	001-421.0000.67170	70.00
		1038864	Alignment - PFPD88	001-421.0000.67170	155.00
		1038758	Mount and balance, alignment - PFPD86	001-421.0000.67170	120.00
P4384	Proforce Law Enforcement				
APMWB	Check	480317	Supplies-Police	001-421.0000.80240	6,615.00
		480079		001-421.0000.80240	3,309.00
VEN12998	RACOM Corporation				
APMWB	Check	9B175636	Hand held siren - PFPD150	001-421.0000.67020	450.00
VEN07943	Retail Acquisition & Development, Inc				
APMWB	Check	27403626	Patrol batteries	001-421.0000.63130	54.64
S0760	Seltice Laundry				
APMWB	Check	1992	VOP car washes	001-421.0000.67170	16.08
		2061		001-421.0000.67170	38.86
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	3893496	Herborn tower rental	001-421.0000.62040	609.79
				Dept 421 Total:	**74,813.89**
Dept: 423 Oasis					
VEN14554	Kacey Wall, PLLC				
APMWB	Check	6061	VSU client legal assistance	001-423.1153.68400	103.45
VEN14365	Valiant Law				
APMWB	Check	122666	VSU client legal assistance	001-423.1153.68400	1,495.00
				Dept 423 Total:	**1,598.45**
Dept: 424 Legal					
D09750	DeVries Info Management				
APMWB	Check	0124558	On-site records destruction	001-424.0000.62040	33.00
		0139042		001-424.0000.62040	55.00
		0149329		001-424.0000.62040	110.00
		0146328		001-424.0000.62040	55.00
		138042	Record shredding	001-424.0000.63790	55.00
		0147321	Records Shredding	001-424.0000.63790	55.00

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	137085	Record shredding	001-424.0000.63790	55.00
		0140039		001-424.0000.63790	55.00
		0147278	Record Shredding	001-424.0000.63790	55.00
		0141037		001-424.0000.63790	55.00
L070	LexisNexis Matthew Bender				
APMWB	Check	29522439	Legal services	001-424.0000.63010	55.44
				Dept 424 Total:	**638.44**
Dept: 427 Animal Control					
VEN14369	Better Together Animal Alliance				
APMWB	Check	PF24	Shelter vaccines and syringes	001-427.0000.63000	560.25
C220	Coleman Oil Co				
APMWB	Check	CL61739	Animal safety fuel - $211.43 Patrol fuel -6437.6	001-427.0000.64030	211.43
G020	Galls, An Aramark Company				
APMWB	Check	020796483	Uniform pants - Alexander	001-427.4000.72000	88.00
I110	Idaho Fence Co, Inc.				
APMWB	Check	45505	Fence repair at Animal Shelter	001-427.0000.68010	525.00
				Dept 427 Total:	**1,384.68**
Dept: 431 Streets					
T096	3M				
APMWB	Check	9415795150	Red Vinyl for the sign shop	001-431.0000.63260	563.87
C291	Coeur d' Alene Press				
APMWB	Check	0000520452	AddTandem Axel DumpTruck running on Marc	001-431.0000.62000	149.32
		0000520455	Add for bid of a tandem axel dump truck March	001-431.0000.62000	149.32
C410	Country Lock & Key, Inc.				
APMWB	Check	9362	Padlocks and rekey locks for streets	001-431.0000.68010	161.85
F084	Five Star Concrete, Inc.				
APMWB	Check	06-002-4858	8 Ada Ramps Chicory St	001-431.0000.68130	28,800.00
VEN01373	Intermountain Sign & Safety				
APMWB	Check	15089	Square Aluminum Blanks	001-431.0000.63260	432.00
		15153	Aluminum Blanks for Sign Shop	001-431.0000.63260	189.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	741988	Gravel for sidewalk repair on Chokory	001-431.0000.68130	105.49
		741699	Gravel for ADA Ramp Replacement on Stagec	001-431.0000.68130	132.16
		741512		001-431.0000.68130	63.42
		746365	Gravel for Alley Ways	001-431.0000.68130	64.68
		742858	Gravel for sidewalk repair	001-431.0000.68140	248.36
		743220	Gravel for sidewalk repair on Stagecoach	001-431.0000.68150	62.16
		743317	Gravel for sidewalk repair on Chicory	001-431.0000.68150	119.98
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Check	T233022SL-2	Speed Limit, Speed ZoneTraining Class @Roa	001-431.0000.64020	160.00
		T232922IIS-2	Improving Intersection Safety Class for Road s	001-431.0000.64020	840.00
		T41322Flagger-1	Flagger Class for Streets Department	001-431.0000.64020	360.00
VEN02884	Rodda Paint				
APMWB	Check	45221461	2022 Traffic Paint	001-431.0000.68100	27,940.00
R251	Serights Ace Hardware				
APMWB	Check	330154/1	Wire Brush,Scratch Brush and Bit set for sign s	001-431.0000.63000	60.40
		329984/1	Chain coil for the mobile signs	001-431.0000.63260	14.80
		329882/1	Drill Bit for Signs	001-431.0000.63260	13.49
		329868/1	Credit for Nuts and Bolts for signs	001-431.0000.63260	-11.72
		329866/1	Nuts and Bolts for Signs	001-431.0000.63260	52.21
		329904/1	Propane for Crack Sealer	001-431.0000.68110	29.61
		330016/1	Spray Adjuster and elbow for sprinklers	001-431.0000.68130	23.40
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	118010847-001	Sprinkler Supplies for Chickory	001-431.0000.68130	350.92
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240033590-00	Bolts, nuts and washers for sign shop	001-431.0000.63260	110.76
T1195	Traffic Safety Supply Co, Inc.				
APMWB	Check	INV047837	Orange Tripod Stands for signs	001-431.0000.63260	473.90
VEN13040	Turf Star Western				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	8070550-00	New Brushes for Street Sweeper	001-431.0000.63520	1,110.17
W090	Welch Comer & Associates, Inc.				
APMWB	Check	41354110-002	Engineering and Design services for the SPok	001-431.0000.68130	3,975.00
				Dept 431 Total:	**66,744.55**
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	87238	Pioneer male tip for P460	001-434.0000.63012	24.64
A0001	Alsco				
APMWB	Check	LSPO2509262	Uniforms for Fleets	001-434.0000.63160	102.79
		LSPO2513568	Uniforms for fleet	001-434.0000.63160	102.79
		LSPO2511387	Uniforms for Fleet	001-434.0000.63160	158.44
C130	Coeur d'Alene Tractor				
APMWB	Check	CDA-0 4.13.22	Kubota M7060HD12 ROPS Tractor	001-434.0000.90010	26,870.26
VEN01237	Custom Truck				
APMWB	Check	163065	Spray Service Body and install rain guards for l	001-434.0000.90010	970.00
VEN09696	Modern Machinery Co, Inc				
APMWB	Check	2801295 PS	Fuel Filters for S306	001-434.0000.63011	337.55
		2800608 PS	Fuel, Oil, Air and Hydraulic Filters for S306	001-434.0000.63011	175.88
N001	Napa Auto Parts				
APMWB	Check	3688-154486	Link Clips for S221	001-434.0000.63011	3.80
		3688-147579	Credit for Booster Cables	001-434.0000.63011	-184.64
		3688-154449	Oil Filter for S221	001-434.0000.63011	12.86
		3688-147246	Towstrap for F116	001-434.0000.63011	20.72
		3688-147570	Window Deflectors for F116	001-434.0000.63011	45.56
		3688-153730	Fuel Filter for Stock	001-434.0000.63011	41.04
		3688-154405	ATP Filter for S123	001-434.0000.63011	25.03
		3688-154685	Air Filter and Fuel Filter for S506	001-434.0000.63011	45.02
		3688-153380	Oil Filter for stock	001-434.0000.63011	45.12
		3688-153198	Battery and Screw for Steamer	001-434.0000.63011	53.49
		3688-150228	Hydraulic Fluid for fleet	001-434.0000.63011	64.47
		3688-151845	Gaskets Lube,Copper Silicone and Right Stuff	001-434.0000.63011	136.45
		3688-147593	Air Filters,Oil Filters & Wiper Blades for stock o	001-434.0000.63011	175.55
		3688-150780	Wiper Blades,Hydraulic Filters, Air filters fleet	001-434.0000.63011	253.30
		3688-151522	Hydraulic Filter for P450	001-434.0000.63012	5.48
		3688-153199	Credit for Hydraulic Filter	001-434.0000.63012	-5.48
		3688-155138	Fuel Filter for M109	001-434.0000.63013	14.84
		3688-155134	Air Filter for M109	001-434.0000.63013	8.90
		3688-146966	Booster Cables and Battery Cables for F101	001-434.0000.90010	460.91
		3688-153351	Wire for S125	001-434.0000.90010	44.81
P180	Perfection Tire				
APMWB	Check	1038855	S118 brake repair	001-434.0000.67170	2,025.84
		1038467	New Tires for S123	001-434.0000.67190	1,576.32
		1039121	New tire for the Parks department	001-434.0000.67190	116.84
S390	Spokane House of Hose Inc.				
APMWB	Check	931081	Zerks, couplers and o rings for F101	001-434.0000.63011	212.20
VEN02288	Superior Fluid Power Inc				
APMWB	Check	18285	Welded 2 Mower Cylinders for fleer	001-434.0000.63012	303.39
T106	Titan Truck Equipment				
APMWB	Check	1322096	16' Lime Green Cargo Straps	001-434.0000.63011	22.49
				Dept 434 Total:	**34,266.66**
Dept: 441 Urban Forestry					
G095	Grace Tree Service				
APMWB	Check	9394	Tree Removal at Hilde Kellogg	001-441.0000.62040	1,600.00
VEN05363	North 40 Outfitters				
APMWB	Check	038815/E	Supplies for tree planting	001-441.0000.68190	299.72
R251	Serights Ace Hardware				
APMWB	Check	329931/1	Supplies for tree planting	001-441.0000.68190	30.38
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	117990148-001	Irrigation parts for greenhouse	001-441.0000.68230	435.15

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C606	Sun Rental Post Falls				
APMWB	Check	428033-01	Trencher rental for greenhouse irrigation	001-441.0000.67070	231.00
				Dept 441 Total:	**2,596.25**
Dept: 442 Cemetery					
C060	Carrot-Top Industries Inc.				
APMWB	Check	104867	Replacement flags at cemetery	001-442.0000.63060	452.73
H1957	Horizon				
APMWB	Check	2S163873	Valves and hose bib	001-442.0000.68230	289.73
P27001	Pineview Horticultural Service				
APMWB	Check	25017	grass seed	001-442.0000.68180	116.25
R251	Serights Ace Hardware				
APMWB	Check	329975/1	Mouse traps	001-442.0000.63150	18.88
		329969/1	Cleaning supplies	001-442.0000.63150	104.92
				Dept 442 Total:	**982.51**
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	343149	acetylene for welder	001-443.0000.64030	7.00
		S413012	Fuel Charge	001-443.0000.64030	1.00
A365	American On-Site Services				
APMWB	Check	466929	Beck Portable	001-443.0000.65050	17.33
		456890	Corbin Portable	001-443.0000.65050	60.00
		456928	Meadows Portable	001-443.0000.65050	13.00
		456932	Chase Portable	001-443.0000.65050	17.33
C1170	CDA Metals				
APMWB	Check	867768	Greenhouse/growing supplies	001-443.0000.68190	112.45
C180	Central Pre Mix Concrete				
APMWB	Check	3393229	Sonotubes for Parks Warehouse Lean-to	001-443.0000.94180	2,242.80
		3387814	Falls Park	001-443.1658.62330	28.30
C410	Country Lock & Key, Inc.				
APMWB	Check	9347	P304 Spare Keys	001-443.0000.67030	13.90
F020	Fastenal Company				
APMWB	Check	IDCOE157251	Hardware for Stock	001-443.0000.67030	1.46
		IDCOE157516		001-443.0000.67030	6.00
		IDCOE157694		001-443.0000.67030	12.42
F1275	Fox Trailer Sales				
APMWB	Check	503389	Big Tex Trailer with 2' solid side walls	001-443.0000.90050	5,895.00
G098	Grainger				
APMWB	Check	9278262390	Zip ties for stock	001-443.0000.67030	449.12
		9278262382		001-443.0000.67030	780.39
		9282697169	Hex Bit	001-443.0000.67090	18.31
H070	Harbor Freight Tools				
APMWB	Check	517552	Tire for small equipment	001-443.0000.66190	119.92
VEN05363	North 40 Outfitters				
APMWB	Check	38281 4.22.22	Trail Marker return	001-443.0000.63260	-17.99
		038741/E	Greenhouse/growing supplies	001-443.0000.68190	214.41
VEN14065	North Idaho Pest				
APMWB	Check	2022-006	Pest Control at Multiple Parks	001-443.0000.68215	1,590.00
		2022-05	Marmot Trapping	001-443.0000.68215	500.00
N249	Northwest Playground Equipment				
APMWB	Check	49536	Chase Swing	001-443.0000.68013	156.73
P310	Platt Electric Supply				
APMWB	Check	2M39222	Return	001-443.1658.62330	-24.25
R1691	River City Paint & Decorating				
APMWB	Check	49606	Falls Bridge Stain	001-443.1658.62330	182.80
		49630		001-443.1658.62330	53.95
VEN14589	Sabrina Pettibone				
APMWB	Check	51941	Refund damage deposit for canceled reservati	001-443.1654.33327	50.00
S0760	Seltice Laundry				
APMWB	Check	2059	Car Washes	001-443.0000.63150	76.55

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
R251	Serights Ace Hardware				
APMWB	Check	330051/1	Hardware for stock	001-443.0000.67030	13.90
		329758/1	Tree House Repair	001-443.0000.67050	65.26
		329840/1	Return	001-443.0000.67050	-56.64
		329985/1	Trailhead and Kiwanis Lights	001-443.0000.67050	22.49
		330128/1	Lean-to bolts and nuts	001-443.0000.94180	30.15
		330110/1	Lean-to Carport	001-443.0000.94180	19.04
		330109/1	Lean-to	001-443.0000.94180	40.52
		330144/1	Lean-to Fender wash	001-443.0000.94180	52.00
		329985/1	Trailhead and Kiwanis Lights	001-443.1658.62330	16.19
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	117912585-001	Irrigation parts for greenhouse	001-443.0000.68230	487.54
		117913066-001		001-443.0000.68230	30.72
		117956912-001	Falls Park Pond	001-443.1658.62330	40.54
W0226	Walter E Nelson Co				
APMWB	Check	468784	Graffiti Remover	001-443.0000.63150	45.20
		468780		001-443.0000.63150	22.65
		469058	Soap & TP Dispensers	001-443.0000.63150	979.46
VEN03968	Wilbur-Ellis Company - Spokane				
APMWB	Check	14918399	Equipment Part	001-443.0000.66190	265.60
Z026	Ziegler Lumber Co #017				
APMWB	Check	197530	Falls Park	001-443.1658.62330	8.40
				Dept 443 Total:	**14,660.95**
Dept: 445 Recreation					
VEN01020	Cindy Jacobs				
APMWB	Check	042022	Contract services for yoga-april	001-445.0000.62040	142.80
VEN14261	Jacklin Arts & Cultural Center				
APMWB	Check	JACC 4.21	Contract payment JACC Spring Sessions	001-445.0000.62040	3,563.70
VEN01438	Northwest Martial Arts				
APMWB	Check	042022	For contract services for Martial Arts-April	001-445.0000.62040	506.10
V040	Office Depot				
APMWB	Check	238886516001	Office Supplies- Recreation	001-445.0000.63060	391.99
		238885638001		001-445.0000.63060	4.44
R1541	Ricoh USA Inc.				
APMWB	Check	5064387371	Current read for MPC4503	001-445.0000.66050	301.47
S400	Super 1 Foods				
APMWB	Check	04104	Mother-Son Night of Fun	001-445.0000.63080	1.48
U140	UpScale Mail				
APMWB	Check	3.11.22	Returning dance costumes	001-445.0000.63080	36.38
VEN09501	Yoke's Foods Inc				
APMWB	Check	0442	Spring Camp	001-445.0000.63080	18.56
				Dept 445 Total:	**4,966.92**
Dept: 451 Planning & Zoning					
H001	H & H Business Systems, Inc.				
APMWB	Check	AR233695	Serial Number V9735700465 Split 3 ways	001-451.0000.66050	25.36
		AR233696	Serial number G73M660937 split 3 ways	001-451.0000.66050	75.64
				Dept 451 Total:	**101.00**
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	81484	Utility Billing and Statement forms	001-452.0000.62040	50.00
H001	H & H Business Systems, Inc.				
APMWB	Check	AR233696	Serial number G73M660937 split 3 ways	001-452.0000.66050	75.64
		AR233695	Serial Number V9735700465 Split 3 ways	001-452.0000.66050	25.36
P4835	ProPrint				
APMWB	Check	60910	Justin Miller business cards	001-452.0000.63000	29.00
				Dept 452 Total:	**180.00**
Dept: 453 Engineering					

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
H001	H & H Business Systems, Inc.				
APMWB	Check	AR233696	Serial number G73M660937 split 3 ways	001-453.1901.66050	75.63
		AR233695	Serial Number V9735700465 Split 3 ways	001-453.1901.66050	25.36
K130	Kootenai County Reprographics				
APMWB	Check	2022-00000051	1500 Engineering Tags Black	001-453.0000.63530	45.42
VEN14588	Riverbend Terrace				
APMWB	Check	#SPR-22-9 Bond rele	SITE PLAN REVIEW FEE REFUND	001-453.1757.38511	2,000.00
				Dept 453 Total:	**2,146.41**
Dept: 481 Capital Improvements/Contracts					
VEN14128	ArchiveSocial, Inc				
APMWB	Check	21483	Subscription	001-481.0000.62040	5,988.00
				Dept 481 Total:	**5,988.00**
				Fund 001 Total:	**224,159.75**
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN08243	Awards Network				
APMWB	Check	00048240	Award Packet	003-482.0000.73020	149.02
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Check	253556	benefits Consultation	003-482.0000.62040	2,500.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	155639	COBRA Administration	003-482.0000.62160	200.00
R1249	Uprise Health				
APMWB	Check	267473	EAP Services	003-482.4000.73000	1,591.98
				Dept 482 Total:	**4,441.00**
				Fund 003 Total:	**4,441.00**
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
VEN06126	North American Rescue, LLC				
APMWB	Check	IN597583	53 MFAK Basic and 10 MFAK Advanced	007-425.0000.63080	5,325.74
VEN12998	RACOM Corporation				
APMWB	Check	9B174221	Labor to replace door popper on K9 car	007-425.0000.67020	210.00
				Dept 425 Total:	**5,535.74**
				Fund 007 Total:	**5,535.74**
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN13000	Commercial Electronics Corp				
APMWB	Check	INV-31996	911 Recording Logging annual maintenance	008-426.0000.91550	9,745.00
VEN14587	Project Pinger LLC				
APMWB	Check	0000751	911 line troubleshooting	008-426.0000.66170	1,500.00
VEN14519	Third Signal, LLC				
APMWB	Check	041222	IPSCC RFP Geo-diverse NG911 Phone Syster	008-426.0000.92090	6,000.00
				Dept 426 Total:	**17,245.00**
				Fund 008 Total:	**17,245.00**
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
VEN14590	Matt Smith				
APMWB	Check	May 6 concert	Payment band for Park Dedication May 6	023-446.1605.34107	550.00
				Dept 446 Total:	**550.00**
				Fund 023 Total:	**550.00**
Fund: 037 - STREETS IMPACT FEES					

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 431 Streets					
C291	Coeur d' Alene Press				
APMWB	Check	I00521556-03182022	Advertisement for bid - Poleline & Cecil	037-431.0000.95137	275.27
		I00521583-03182022	Advertisement for bid - Mullan & Cecil	037-431.0000.95137	262.97
				Dept 431 Total:	**538.24**
				Fund 037 Total:	**538.24**
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	122981	April Monthly Testing	650-463.0000.68360	610.00
		122980	2nd quarter testing	650-463.0000.68360	320.00
		123200	Biosolids	650-463.0000.68360	220.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	87128	Air Hose & TW90 Tub Towels	650-463.0000.68025	57.54
A424	Anatek Labs, Inc.				
APMWB	Check	2205191	BLM- Corbin Park	650-463.0000.68360	264.00
VEN04450	BDP Industries				
APMWB	Check	14220	BDP parts	650-463.0000.68025	10,174.04
B250	Brown Bearing Company, Inc.				
APMWB	Check	9502430380	Ball Bearings	650-463.0000.68025	110.46
C3090	Columbia Electric Supply				
APMWB	Check	1120-1007885	Lamp 24W	650-463.0000.68025	43.72
VEN11813	Endress & Hauser, Inc				
APMWB	Check	6002326594	Orbisint CPS11D Memosens	650-463.0000.63400	756.35
H030	Hach Company				
APMWB	Check	12958893	Modified Agar Plates	650-463.0000.63400	638.40
		12955558	Total Phosphorus & ph Standard Tests	650-463.0000.63400	527.50
N001	Napa Auto Parts				
APMWB	Check	3688-153377	Brake pads, Rotors and silentguard kit for T112	650-463.0000.67170	249.98
		3688-153518	Quick Strut for T112	650-463.0000.67170	263.70
		3688-153357	Oil Filter for T112	650-463.0000.67170	11.88
		3688-156248	break cleaner	650-463.0000.68025	123.78
		3688-156593	electrical parts cleaner	650-463.0000.68025	79.74
		3688-156405	Break Cleaner anti seize	650-463.0000.68025	71.96
N040	NCL of Wisconsin, Inc.				
APMWB	Check	468509	Safety Coated Lab Media Bottle	650-463.0000.63400	42.30
		468510	Safety Coated Lab Bottle	650-463.0000.68025	42.30
VEN04172	Northwest Scientific, Inc.				
APMWB	Check	5155185	Orion AquaPro Rugged Bulb	650-463.0000.63400	378.97
		5155334	Detergent	650-463.0000.63400	81.49
		5155788	Pipet Tips	650-463.0000.63400	116.03
		5155181	Nitrite	650-463.0000.63400	133.60
		5155156	Acidic Rinse	650-463.0000.63400	59.23
V040	Office Depot				
APMWB	Check	237847683001	Office Supplies- Water/Wastewater	650-463.0000.63060	273.68
P079	Panhandle Health District				
APMWB	Check	5700	Garrett Battey - TDAP, HEP A/HEP B Shots	650-463.0000.63110	240.00
Q001	Quality Control Services Inc.				
APMWB	Check	66844	Orion AquaPro Bulb	650-463.0000.63400	413.45
R251	Serights Ace Hardware				
APMWB	Check	329410-1	Toolbox 23" Lab	650-463.0000.63400	30.59
		329352-1	Nuts & Washers -Treatment	650-463.0000.68025	12.67
T11390	T-O Engineers, Inc.				
APMWB	Check	210756-5	Phase 2	650-463.0000.62040	17,198.00
		210544-5	Phase 2 Lidar	650-463.0000.62040	2,712.50
W0226	Walter E Nelson Co				
APMWB	Check	467754	Lab Supplies -Q-Tips	650-463.0000.63400	6.73
		467582	towels, cleaner	650-463.0000.63400	353.13
		468785	Kimwipes	650-463.0000.63400	109.69

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Z026	Ziegler Lumber Co #017				
APMWB	Check	192293	sheetrock	650-463.0000.68010	200.62
				Dept 463 Total:	**36,928.03**
Dept: 466 Wastewater - Collections					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	87261	Black Ties	650-466.0000.63330	53.25
		87307	Degreaser	650-466.0000.63330	23.18
C3090	Columbia Electric Supply				
APMWB	Check	1120-1008224	15PSI Level Transmitter	650-466.0000.63006	747.42
I129	Idaho Rural Water Assoc.				
APMWB	Check	20658	WW Collection Cert Review- Tyler Ackerson	650-466.0000.64020	120.00
VEN14480	Janus Remote Communications				
APMWB	Check	INV0137789	Cell Phone Batteries	650-466.0000.63006	403.57
N001	Napa Auto Parts				
APMWB	Check	3688-156728	16 PB DS Penetrant	650-466.0000.68021	21.96
R251	Serights Ace Hardware				
APMWB	Check	329746-1	Hang Strips, Nuts	650-466.0000.63006	24.45
		329993-1	utility knife, storage tote	650-466.0000.63006	115.70
		329872-1	Wrench's & Tote	650-466.0000.67090	122.34
		330064-1	Bushing, Coupling, Thread Seal Tape	650-466.0000.68021	14.89
				Dept 466 Total:	**1,646.76**
Dept: 468 Wastewater - Surface Water					
A090	Accurate Testing Labs LLC				
APMWB	Check	122617	Lab Testing	650-468.0000.68360	260.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	87109	Air Hose for Surface Water	650-468.0000.68380	79.50
VEN10274	Jordan Sales & Service Inc				
APMWB	Check	01-17924	Surface Water/D405 Mower parts	650-468.0000.68380	47.34
VEN05363	North 40 Outfitters				
APMWB	Check	038598-E	sprayer nozzles and parts	650-468.0000.68380	81.93
R251	Serights Ace Hardware				
APMWB	Check	329961-1	spark plug and air filter	650-468.0000.68380	19.78
				Dept 468 Total:	**488.55**
				Fund 650 Total:	**39,063.34**
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Check	0151558	Engineering and CMS services for the construc	651-463.3213.90015	122,197.58
		0151596		651-463.6505.95520	4,221.77
				Dept 463 Total:	**126,419.35**
				Fund 651 Total:	**126,419.35**
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN14037	Lake City Law Group PLLC				
APMWB	Check	28253	Legal services related to contract disputes for 4	652-463.3121.95520	40.00
T11390	T-O Engineers, Inc.				
APMWB	Check	200143-23	Engineering & CMS services for Ponderosa lift	652-463.3214.95520	5,960.25
				Dept 463 Total:	**6,000.25**
				Fund 652 Total:	**6,000.25**
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN02385	Prairie Transfer Station				
APMWB	Check	05-49437	Falls Clean-up	700-461.0000.65050	106.60

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	05-45715	Yard waste	700-461.0000.65050	58.50
				Dept 461 Total:	**165.10**
				Fund 700 Total:	**165.10**
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	121036	Well 10 Tests	750-462.0000.68360	410.00
		122635	Asbestos in Water	750-462.0000.68360	350.00
		122632	Well 9 Tests	750-462.0000.68360	260.00
		123044	WATER TESTING	750-462.0000.68360	125.00
		122967		750-462.0000.68360	125.00
		122592	Well 5 Tests	750-462.0000.68360	75.00
VEN14124	Badger Meter, Inc.				
APMWB	Check	80095185	Beacon Hosting Service Unit	750-462.0000.66012	21.00
VEN01237	Custom Truck				
APMWB	Check	160458	W119/120	750-462.0000.67170	1,420.00
VEN14305	General Pacific, Inc				
APMWB	Check	1433553	4"METER	750-462.0000.63280	4,198.00
H003	H.D. Fowler Company				
APMWB	Check	I6062556	HYDRANT REPAIR PARTS	750-462.0000.63280	713.10
V040	Office Depot				
APMWB	Check	237847683001	Office Supplies- Water/Wastewater	750-462.0000.63060	57.74
P310	Platt Electric Supply				
APMWB	Check	2Q24122	Water Shop Supplies	750-462.0000.63280	1,327.39
R251	Serights Ace Hardware				
APMWB	Check	329154-1	Round Shovel - Chads Truck & Shop Supplies	750-462.0000.63280	32.37
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240030739-00	Shop Supplies	750-462.0000.63280	165.75
U145	USABlue Book				
APMWB	Check	924014	Post Driver, Blue Marking Post	750-462.0000.63280	946.21
				Dept 462 Total:	**10,226.56**
				Fund 750 Total:	**10,226.56**
Fund: 753 - WATER CAPITAL					
Dept: 462 Water Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Check	0151587	Engineering and Design of Well House 11, per	753-462.3224.95550	25,515.00
				Dept 462 Total:	**25,515.00**
				Fund 753 Total:	**25,515.00**
				Report Total:	**459,859.33**

Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	250.00
	001-414.0000.62040	165.00
	001-414.0000.62060	120.00
	001-414.0000.63050	4,800.00
	001-414.1445.62170	4,832.57
	001-414.1445.62190	2,923.47
	001-421.0000.62040	609.79
	001-421.0000.63130	54.64
	001-421.0000.63210	414.64
	001-421.0000.63920	5,152.00
	001-421.0000.64020	1,034.50
	001-421.0000.64030	6,437.61
	001-421.0000.65030	90.00
	001-421.0000.66041	24,036.00
	001-421.0000.66043	7,514.00
	001-421.0000.66044	1,481.55
	001-421.0000.67020	450.00
	001-421.0000.67100	1,635.41
	001-421.0000.67170	561.37
	001-421.0000.67190	815.12
	001-421.0000.67310	14,012.50
	001-421.0000.68010	565.50
	001-421.0000.80240	9,924.00
	001-421.4000.72000	25.26
	001-423.1153.68400	1,598.45
	001-424.0000.62040	253.00
	001-424.0000.63010	55.44
	001-424.0000.63790	330.00
	001-427.0000.63000	560.25
	001-427.0000.64030	211.43
	001-427.0000.68010	525.00
	001-427.4000.72000	88.00
	001-431.0000.62000	298.64
	001-431.0000.63000	60.40
	001-431.0000.63260	1,838.31
	001-431.0000.63520	1,110.17
	001-431.0000.64020	1,360.00
	001-431.0000.68010	161.85
	001-431.0000.68100	27,940.00
	001-431.0000.68110	29.61
	001-431.0000.68130	33,515.07
	001-431.0000.68140	248.36
	001-431.0000.68150	182.14
	001-434.0000.63011	1,485.89
	001-434.0000.63012	328.03
	001-434.0000.63013	23.74
	001-434.0000.63160	364.02
	001-434.0000.67170	2,025.84
	001-434.0000.67190	1,693.16
	001-434.0000.90010	28,345.98
	001-441.0000.62040	1,600.00
	001-441.0000.67070	231.00
	001-441.0000.68190	330.10
	001-441.0000.68230	435.15
	001-442.0000.63060	452.73
	001-442.0000.63150	123.80

	001-442.0000.68180	116.25
	001-442.0000.68230	289.73
	001-443.0000.63150	1,123.86
	001-443.0000.63260	-17.99
	001-443.0000.64030	8.00
	001-443.0000.65050	107.66
	001-443.0000.66190	385.52
	001-443.0000.67030	1,277.19
	001-443.0000.67050	31.11
	001-443.0000.67090	18.31
	001-443.0000.68013	156.73
	001-443.0000.68190	326.86
	001-443.0000.68215	2,090.00
	001-443.0000.68230	518.26
	001-443.0000.90050	5,895.00
	001-443.0000.94180	2,384.51
	001-443.1654.33327	50.00
	001-443.1658.62330	305.93
	001-445.0000.62040	4,212.60
	001-445.0000.63060	396.43
	001-445.0000.63080	56.42
	001-445.0000.66050	301.47
	001-451.0000.66050	101.00
	001-452.0000.62040	50.00
	001-452.0000.63000	29.00
	001-452.0000.66050	101.00
	001-453.0000.63530	45.42
	001-453.1757.38511	2,000.00
	001-453.1901.66050	100.99
	001-481.0000.62040	5,988.00
	Fund 001 Total:	**224,159.75**
003 - PERSONNEL BENEFIT POOL		
	003-482.0000.62040	2,500.00
	003-482.0000.62160	200.00
	003-482.0000.73020	149.02
	003-482.4000.73000	1,591.98
	Fund 003 Total:	**4,441.00**
007 - DRUG SEIZURE PROGRAM		
	007-425.0000.63080	5,325.74
	007-425.0000.67020	210.00
	Fund 007 Total:	**5,535.74**
008 - 911 SUPPORT		
	008-426.0000.66170	1,500.00
	008-426.0000.91550	9,745.00
	008-426.0000.92090	6,000.00
	Fund 008 Total:	**17,245.00**
023 - SPECIAL EVENTS		
	023-446.1605.34107	550.00
	Fund 023 Total:	**550.00**
037 - STREETS IMPACT FEES		
	037-431.0000.95137	538.24
	Fund 037 Total:	**538.24**
650 - RECLAIMED WATER OPERATING		
	650-463.0000.62040	19,910.50
	650-463.0000.63060	273.68
	650-463.0000.63110	240.00
	650-463.0000.63400	3,647.46
	650-463.0000.67170	525.56
	650-463.0000.68010	200.62
	650-463.0000.68025	10,716.21
	650-463.0000.68360	1,414.00
	650-466.0000.63006	1,291.14
	650-466.0000.63330	76.43
	650-466.0000.64020	120.00
	650-466.0000.67090	122.34
	650-466.0000.68021	36.85

	650-468.0000.68360	260.00
	650-468.0000.68380	228.55
	Fund 650 Total:	**39,063.34**
651 - RECLAIMED WATER CAPITAL - WWTP		
	651-463.3213.90015	122,197.58
	651-463.6505.95520	4,221.77
	Fund 651 Total:	**126,419.35**
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3121.95520	40.00
	652-463.3214.95520	5,960.25
	Fund 652 Total:	**6,000.25**
700 - SANITATION		
	700-461.0000.65050	165.10
	Fund 700 Total:	**165.10**
750 - WATER OPERATING		
	750-462.0000.63060	57.74
	750-462.0000.63280	7,382.82
	750-462.0000.66012	21.00
	750-462.0000.67170	1,420.00
	750-462.0000.68360	1,345.00
	Fund 750 Total:	**10,226.56**
753 - WATER CAPITAL		
	753-462.3224.95550	25,515.00
	Fund 753 Total:	**25,515.00**
	Report Total:	**459,859.33**

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 05.04.22

4/18/2022	$ 44.84	87178	AT&T LongDistance	Pay Before Due Date	001-445.0000.65030
4/18/2022	$ 1,691.33	87179	AT&T Mobility	Pay Before Due Date	001-421.0000.65030
4/18/2022	$ 1,687.44	87180	AT&T Mobility	Pay Before Due Date	001-421.0000.65030
4/18/2022	$ 1,235.41	87181	Avista Utilities	Pay Before Due Date	Various
4/18/2022	$ 500.00	87182	Christopher Schneider	Pay Before Due Date	001-453.0000.62080
4/18/2022	$ 29,670.08	87183	Kootenai Electric	Pay Before Due Date	various
4/18/2022	$ 120.00	87185	Ross Point Water	Pay Before Due Date	Various
4/18/2022	$ 159.98	87186	Time Warner Cable	Pay Before Due Date	001-421.0000.65030
4/18/2022	$ 1,291.46	87187	Ziply Fiber	Pay Before Due Date	Various
4/18/2022	$ 87.64	87188	AT&T LongDistance	Pay Before Due Date	Various
4/18/2022	$ 92,288.67	87189	Avista Utilities	Pay Before Due Date	Various
4/18/2022	$ 1,968.34	87190	East Greenacres Irrigation	Pay Before Due Date	Various
4/18/2022	$ 289.42	87192	H & H Business Systems, Inc.	Pay Before Due Date	Various
4/18/2022	$ 253.28	87193	Ricoh USA Inc.	Pay Before Due Date	Various
4/18/2022	$ 70.07	87194	Ziply Fiber	Pay Before Due Date	650-463.0000.65030
4/22/2022	$ 675.00	87206	CDA Redi Mix & Precast	Past due	650-468.0000.68380
4/22/2022	$ 168.66	87207	Charter Communications	Pay Before Due Date	Various
4/22/2022	$ 97.88	87208	Columbia Electric Supply	Past due	650-466.0000.68021
4/22/2022	$ 147.55	87209	Grainger	Past Due	650-463.0000.68010
4/22/2022	$ 147.25	87210	H & E Equipment	Past Due	001-443.0000.67070
4/22/2022	$ 14.91	87211	H & H Business Systems, Inc.	Pay Before Due Date	001-431.0000.66050
4/22/2022	$ 215.66	87212	Pape Machinery	Past Due	Various
4/22/2022	$ 30.37	87213	Seltice Laundry	Past Due	001-443.0000.63150
4/22/2022	$ 125.00	87214	State of Idaho	Pay Before Due Date	001-481.0000.68060
4/22/2022	$ 13,866.51	87215	Ziply Fiber	Past Due	Various
4/26/2022	$ 295,745.56	87217	Northwest Waste and Recycling	Pay Before Due Date	700-461.0000.62042
	$ 442,592.31				

CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA

MEETING DATE: MAY 3rd, 2022

DATE: APRIL 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: BILL MELVIN, CITY ENGINEER

SUBJECT: FOXTAIL 8TH ADDITION SUBDIVISION CONSTRUCTION IMPROVEMENT AGREEMENT

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject subdivision.

DISCUSSION: This Agreement reflects the construction phase of the Foxtail 8th Addition Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 75-lot subdivision, with the application for plat submitted by Coeur Development, LLC.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: N/A

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the Construction Improvement Agreement is available in the Community Development office for review.

CITY OF POST FALLS
408 SPOKANE STREET
POST FALLS, IDAHO 83854

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Coeur Development, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20___, respecting the development of **Foxtail 8th Addition,** the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

I, **Melissa Wells,** execute this Agreement as the Developer with full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of project review by the City of Post Falls, as applicable. It is understood that the person(s) who execute this Agreement on behalf of the Developer does so in the capacity of Owner, and that they represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER	CITY
Melissa Wells	Ronald Jacobson, Mayor
Coeur Development, LLC	City of Post Falls
1859 N. Lakewood Dr. #200	408 Spokane Street
Coeur D'Alene, ID 83814	Post Falls, Idaho 83854
(208) 755-2886	(208) 773-3511

WHEREAS, no construction of public improvements shall be allowed until plans are approved by the City Engineer as authorized by the City Council, as appropriate, until Engineering inspection and other fees indicated herein are pre-paid in full, until this Construction Improvement Agreement has been approved by City Council, Mayor or City Engineer, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided; and

WHEREAS, Title 17, Subdivisions, of the Post Falls City Code requires certain common improvements to be provided by the Owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, subdivisions and their inclusive lots must be provided with survey monuments, street surfacing, curbs and gutters, drainage systems, sidewalks, street name signs, street lighting, public water supply, fire hydrants and sanitary sewer system, among others; and

WHEREAS, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded or adequate surety provided; and no Certificates of Occupancy will be issued until the plat has been recorded and all improvements necessary for public health and safety are constructed and

substantially complete. Said requirement shall not prohibit construction of a pre-approved model home or other demonstration project provided that it is not intended for sale or occupancy before all subdivision improvements are substantially complete and adequate life safety measures are addressed; and

WHEREAS, the Owner is deemed to have satisfied the requirements for the plat to be recorded when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

WHEREAS, the City of Post Falls has adopted site development standards which require work in the public rights of way in order to complete site development work on projects to comply with the City's Subdivision Ordinance; and

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City's deliberative bodies, the parties agree as follows:

The real property which is the subject of this Agreement (hereinafter the "Property") is located in the City of Post Falls and is described as set forth on Attachment A which is incorporated herein by reference: (Legal Description of External Boundaries of Lands Subject to Development Agreement).

The Developer seeks the City's agreement to enter into a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of this Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls: utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements in accordance with the requirements of ordinances of the City of Post Falls. Evidence any required surety at the time of execution of this Agreement shall be attached hereto and be labeled Attachment D.

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this Article applies to every part of this Agreement.

1.02 PERMITS, LAWS, AND FEES

The Developer shall acquire and maintain in good standing all permits, licenses, platting approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated. Applicable fees shall be required by Post Falls Municipal Code and resolutions adopted by the City Council implementing Code requirements.

1.03 RELATIONSHIP OF PARTIES

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer, or any contractor or subcontractor of the Developer, be deemed an agent, employee, or partner of the City, nor otherwise associated with the City other than, in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.04 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and City. Engineer's duties include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 DEVELOPER'S RESPONSIBILITY

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of this Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof. The Developer shall notify all contractors, subcontractors, or agents providing professional services of conditions and requirements of this agreement.

1.06 ALLOCATION OF LIABILITY

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to

control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars ($1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The required evidence of insurance shall be attached hereto as Attachment E.

1.07 DISCLAIMER OF WARRANTY

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.08 NON-DISCRIMINATION

A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.

B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.

1.09 COST OF DOCUMENTS

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense, free of copyright.

1.10 PUBLIC UTILITIES

A. Any public utility service contemplated by this Agreement shall be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.

B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the city or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.

C. The Developer shall bear all cost associated with the installation of all Public Utilities, including street lights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.

D. The Developer shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property

owner which the developer connects to the City sewer or water system as part of the installation of the public improvement.

E. The Developer shall be responsible to pay the cost of operation of the street lights within the development for a period of one year. The Developer shall pay to the City, at the time of execution of this Agreement the anticipated cost of the operation of the street lights within the development for one year, as determined by the City.

1.11 TIME IS OF THE ESSENCE

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

1.12 ASSIGNMENTS

A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.

B. The Developer may assign its interest or delegate its duties under this Agreement:

1. To the extent that applicable codes require that assignments of contract rights be allowed;

2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;

3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 DEFAULT – CITY'S REMEDIES

A. The City may declare the Developer to be in default:

1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or

2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or

freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default and the Developer fails to correct the failure within that time period.

4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.

B. Upon a declaration of default, and failure to cure under Section 1.13, the City may do any one or more of the following:

1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13,A.4.

2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.

3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 INTERPRETATION

A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as

binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.

B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:

1. Documents, appendixes, or sections titled "Special Provisions".

2. Article II of this Agreement, titled "IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES" and Article III of this Agreement titled "FINAL ACCEPTANCE OF IMPROVEMENTS".

3. Article I of this Agreement titled "GENERAL PROVISIONS".

4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

The Design Standards of the City of Post Falls, Idaho, Standards for Public Works Construction and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.17 AMENDMENT

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.18 JURISDICTION – CHOICE OF LAW

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Kootenai County. The law of the State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 SEVERABILITY

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a Court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

1.20 INTEGRATION

This instrument, including Appendixes and any writings incorporated by reference herein, embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether written or oral, between the parties hereto.

1.21 DEFINITIONS

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.

B. "City Improvements" means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.

C. "Private Utility Improvement" means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner's association.

D. "City", for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.

E. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.

F. "Final Acceptance" by the City means that the City is satisfied that all improvements required by this Agreement and Titles 17 and 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 APPROVALS AND CONSENTS

Wherever in the Agreement consents or approvals of either party are required, they shall not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

1.23 ATTORNEY FEES – MEET AND CONFER

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party, which refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

Developer shall be solely responsible for all platting of the property.

2.02 PERFORMANCE GUARANTY

A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.02.D.1, 2.02.D.2, or 2.02.D.3. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.

B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way commencing and prior to the Developer providing a guaranty for the purposes of recording the plat. The purpose of this guaranty is to allow the City remedy under Section 1.13.

C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.

D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:

"This type of surety is for an initial term that expires on _____. This type of surety shall automatically be extended without amendment for one year from the present or any future expiration date unless the company issuing the surety notifies the beneficiary in writing sent certified mail, return receipt requested, or by personal service, at least sixty (60) days prior to any expiration date that this surety will not be renewed.

1. PERFORMANCE BOND - The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.

2. ESCROW - The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

3. LETTER OF CREDIT - The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.

E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.

F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.

2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until approval by all other agencies as required to construct the required improvements have been obtained and this Agreement has been completed and signed by the Developer and the City and all Engineering Inspection Fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Engineering Inspection Fee Summary.

2.04 ENGINEER

A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.

B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.05 PLANS AND SPECIFICATIONS

A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.

B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.

C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. The City will endeavor to provide a complete and thorough review of all plans and specifications; however, ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.06 QUALITY CONTROL PROGRAM

The Developer's Engineer of Record shall follow the City's project certification and quality control program when performing their duties to provide for certification of the construction work. The Engineer of Record shall be responsible, in charge of the quality control / inspection activities.

2.07 WORK SCHEDULE

A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.

B. The construction schedule shall indicate the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.

C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.

D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.

2.08 MATERIALS

A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.

B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the

responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.09 GENERAL STANDARDS OF WORKMANSHIP

A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants, and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091instead of installing them. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.

B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.

C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.

2.10 PLACEMENT OF UTILITIES

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement. The City Engineer shall approve the alignment of City and private utilities.

2.11 WORK IN RIGHTS-OF-WAY

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall co-ordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform. The Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience towards the public.

2.12 SURVEYOR

A person licensed as a professional land surveyor under the laws of the State of Idaho shall make all land surveys required for the completion of improvements under this Agreement.

2.13 REQUIRED REPORTING

A. Quality Control

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

B. Construction Progress
If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.

C. Surveys
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.

D. Well Logs/Test Hole Logs
The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.

E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.

F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data as indicated within the City's Engineering Project Certification and Quality Control provision.

2.14 PROGRESS PAYMENTS

The Developer shall hold the City harmless against any claims made by Developer's contractors.

2.15 OBSERVANCE

A. The Engineer of Record or their representatives shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.

B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.13A.

C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.13, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps

which the City deems necessary to determine whether the work conforms to this Agreement.

D. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.16 STOP WORK ORDERS

A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.

B. A stop work order shall remain in effect until the City approves:

1. Arrangements made by the Developer to remedy the nonconformity; and

2. Assurances by the Developer that future nonconformity's will not occur.

C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.

D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Post Falls, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issues a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.17 ACCESS

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

2.18 MAINTENANCE

A. Until the City accepts the improvements, the Developer shall maintain at his expense all road improvements within the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement. If the Developer fails to maintain the road improvements, the City may either contract for the maintenance to be completed, or complete the maintenance by City forces and charge the Developer for all associated costs, including administration fees.

B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.

B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.

C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the City or other responsible public agency or have been completed as required by this Agreement.

2.20 TIME

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and attached as an Appendix to this Agreement.

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Section 3.02 through 3.05 have been met.

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.

B. No later than sixty (60) days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide to the City as-built drawings in accordance with current City Engineer's Drawing Submittal Standards. The as-built drawings shall be certified by a professional engineer licensed under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.13F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

Prior to final acceptance, the Developer shall certify that all contractors and vendors have been paid and no liens or other claims have been recorded, and that he knows of no intent to file a claim or lien against the property, the improvement, the City or private utility improvements.

3.05 CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY

The Developer shall convey to the City any easement, rights-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 INSPECTION

A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.

B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.

C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.

D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.

E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.

F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Post Falls City Council a recommendation for final acceptance of the improvements.

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.

B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.08 DEVELOPER'S WARRANTY

A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year, except for sewer systems which shall be warranted until such time as the number of active users on the system reaches twenty percent (20%) of the approved user design capacity, but not less than one (1) year or longer than three (3) years. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon the satisfaction and final acceptance of all improvements.

B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.

C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 WARRANTY GUARANTY

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under Section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Section 2.02, determined by the following table:

Actual Cost of All Improvements	Percent to Secure Warranty
Less than $500,000.00	10.0%
$500,000.00 - $1,000,000.00	7.5%
Over $1,000,000.00	5.0%

3.10 CITY'S REMEDIES UNDER WARRANTY

A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.

B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.

C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.

D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 CONDITIONS OF REIMBURSEMENT

A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement. Reimbursement shall be limited to that work described herein.

B. Any reimbursement shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds, nor shall such delay constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF POST FALLS	DEVELOPER
BY: _____	BY: _____
Ronald Jacobson, Mayor	_____
	_____
ATTEST:	WITNESS:
_____	_____
Shannon Howard - City Clerk	Print Name:

ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHMENT B:	DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C:	COST ESTIMATES
ATTACHMENT C-1:	DETAILED COST ESTIMATES
ATTACHMENT D:	EVIDENCE OF SURETY
APPENDIX I:	CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II:	CONSTRUCTION SCHEDULE
APPENDIX III:	PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV:	STREET LIGHT DESCRIPTION
APPENDIX V:	CALCULATION OF UTILITY FEES PRE-EXISTING RESIDENCE(S)
APPENDIX VI:	CITY WATER CAP & METER FEES
APPENDIX VII:	ENGINEER OF RECORD DECLARATION
APPENDIX VIII:	ENGINEERING CERTIFICATE OF COMPLIANCE
APPENDIX IX:	CERTIFICATION OF PAYMENT OF CONTRACTORS AND VENDORS
APPENDIX X:	CASH IN LIEU OF PLANTING TREES

DEVELOPER ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this ___ day of ____, 20____, before me, a Notary for the state of Idaho, personally appeared **_____,** known, or identified to me to be the **_____** of the _____ that executed this instrument, or the person who executed the instrument on behalf of said _____, and acknowledged to me that such _____ executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this ___ day of _____, 20___ before me, a Notary for the state of Idaho, personally appeared ***Ronald Jacobson*** and ***Shannon Howard*** known, or identified to me to be the ***Mayor*** and ***City Clerk*** respectively, of the city of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____
Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

ATTACHMENT “A”
PROPERTY DESCRIPTION
FOR

Foxtail 8th Addition

Developer to submit legal property description and reduced copy of plat.

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30; BEING A 5/8" REBAR FROM WHICH THE CENTER OF SAID SECTION 30 BEARS NORTH 01°01'02" EAST, A DISTANCE OF 2675.14 FEET; THENCE NORTH 00°56'20" EAST, ALONG THE EAST LINES OF FOXTAIL ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD UNDER INSTRUMENT NUMBER 2388620000, RECORDS OF KOOTENAI COUNTY, IDAHO; FOXTAIL 1ST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD UNDER INSTRUMENT NUMBER 2466938000, RECORDS OF KOOTENAI COUNTY, IDAHO; FOXTAIL 2ND ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD UNDER INSTRUMENT NUMBER 2558548000, RECORDS OF KOOTENAI COUNTY, IDAHO; AND FOXTAIL 3RD ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD UNDER INSTRUMENT NUMBER 2629273000, RECORDS OF KOOTENAI COUNTY, IDAHO; A DISTANCE OF 1568.00 FEET TO 3" BRASS CAP STAMPED "USDA" AND THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING LAST SAID EAST LINES NORTH 83°31'14" EAST 1453.99 FEET;

THENCE SOUTH 89°38'56" EAST 55.00 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 327.50 FEET, A CHORD BEARING OF SOUTH 01°10'18" EAST, A CHORD DISTANCE OF 17.41 FEET, THROUGH A CENTRAL ANGLE OF 03°02'44", A DISTANCE OF 17.41 FEET;

THENCE SOUTH 89°38'56" EAST 75.46 FEET;

THENCE NORTH 86°57'39" EAST 130.23 FEET;

THENCE SOUTH 89°12'55" EAST 343.79 FEET;

THENCE NORTH 01°00'57" EAST 44.72 FEET;

THENCE SOUTH 88°59'03" EAST 145.00 FEET TO A POINT ON THE SOUTHERLY EXTENDED EAST LINE OF BLOCK 35 OF THE PLAT OF FOXTAIL 6TH ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD UNDER INSTRUMENT NUMBER 2879945000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE NORTH 01°00'57" EAST, ALONG LAST SAID SOUTHERLY EXTENDED EAST LINE, 255.92 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 35, OF SAID PLAT OF FOXTAIL 6TH ADDITION;

THENCE ALONG THE SOUTHERLY LINE OF SAID PLAT OF FOXTAIL 6TH ADDITION THE FOLLOWING 7 COURSES AND DISTANCES:

1. THENCE NORTH 88°59'03" WEST 145.00 FEET;
2. THENCE SOUTH 01°00'57" WEST 3.50 FEET;
3. THENCE NORTH 88°59'03" WEST 59.00 FEET;
4. THENCE NORTH 01°00'57" EAST 19.50 FEET;
5. THENCE NORTH 88°59'03" WEST 69.25 FEET;
6. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1148.50 FEET, A CHORD BEARING OF SOUTH 87°16'05" WEST, A CHORD DISTANCE OF 150.14 FEET, THROUGH A CENTRAL ANGLE OF 07°29'43", A DISTANCE OF 150.24 FEET;

7. THENCE SOUTH 83°31’14” WEST 303.07 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF THE PLAT OF FOXTAIL 6TH ADDITION, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PLAT OF FOXTAIL 5TH ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD UNDER INSTRUMENT NUMBER 2811097000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE ALONG THE SOUTH LINE OF SAID PLAT OF FOXTAIL 5TH ADDITION THE FOLLOWING 8 COURSES AND DISTANCES:

1. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 19.50 FEET, A CHORD BEARING OF SOUTH 38°31’14” WEST, A CHORD DISTANCE OF 27.58 FEET, THROUGH A CENTRAL ANGLE OF 89°59’59”, A DISTANCE OF 30.63 FEET;
2. THENCE SOUTH 83°31’13” WEST 29.00 FEET;
3. THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 19.50 FEET, A CHORD BEARING OF NORTH 51°28’46” WEST, A CHORD DISTANCE OF 27.58 FEET, THROUGH A CENTRAL ANGLE OF 90°00’00”, A DISTANCE OF 30.63 FEET;
4. THENCE SOUTH 83°31’14” WEST 509.30 FEET;
5. THENCE SOUTH 01°03’03” WEST 18.55 FEET;
6. THENCE NORTH 88°56’57” WEST 55.00 FEET;
7. THENCE NORTH 01°03’03” EAST 17.70 FEET;
8. THENCE NORTH 88°56’57” WEST 115.00 FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 23, OF SAID PLAT OF FOXTAIL 5TH ADDITION;

THENCE SOUTH 01°03’03” WEST 17.59 FEET;

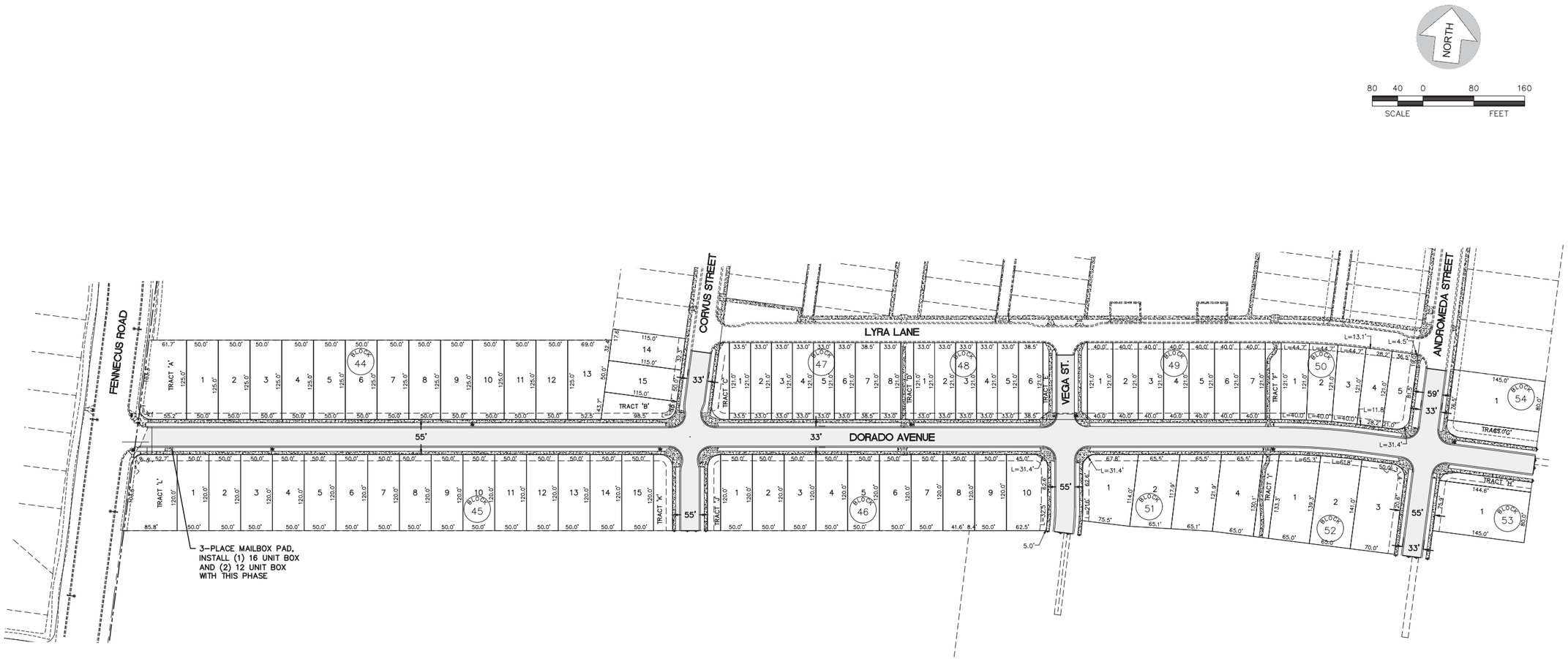
THENCE SOUTH 83°31’14” WEST 730.71 FEET TO A POINT ON THE EAST LINE OF SAID PLAT OF FOXTAIL 3RD ADDITION;

THENCE ALONG THE EAST LINE OF SAID PLAT OF FOXTAIL 3RD ADDITION THE FOLLOWING 5 COURSES AND DISTANCES:

1. THENCE SOUTH 00°56’20” WEST 103.28 FEET;
2. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 47°55’34” EAST, A CHORD DISTANCE OF 30.13 FEET, THROUGH A CENTRAL ANGLE OF 97°43’48”, A DISTANCE OF 34.11 FEET;
3. THENCE SOUTH 06°11’17” WEST 56.37 FEET;
4. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 42°23’46” WEST, A CHORD DISTANCE OF 26.48 FEET, THROUGH A CENTRAL ANGLE OF 82°54’51”, A DISTANCE OF 28.94 FEET;
5. THENCE SOUTH 00°56’20” WEST 103.45 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 14.973 ACRES, MORE OR LESS.

FOXTAIL 8TH ADDITION
A PORTION OF S.30 T.51N., R.04W., B.M.



UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE FROM FIELD SURVEY AND EXISTING DRAWINGS. COEUR DEVELOPMENT, LLC MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, WE DO NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN EXACT LOCATION INDICATED, ALTHOUGH WE DO CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

CALL BEFORE YOU DIG

LOCATES (2 WORKING DAYS NOTICE REQUIRED PRIOR TO EXCAVATION)
LOCAL CALLING NUMBERS:

KOOTENAI COUNTY	811
ITD– DIST. 1 SIGNAL FOREMAN	772–1299

CITY OF POST FALLS APPROVAL

APPROVED BY:

CITY ENGINEER DATE

COEUR DEVELOPMENT, LLC
1859 LAKEWOOD DR, COEUR d'ALENE ID 83814
PHONE: (509) 991-9033

FOXTAIL 8th ADDITION

LOT LAYOUT

PROFESSIONAL ENGINEER REGISTERED 12151 STATE OF IDAHO JEFFREY R. GALLINGER
12-21-21

CITY OF POST FALLS PUBLIC SERVICES
DEPARTMENT, ENGINEERING DIVISION
408 N. SPOKANE STREET
POST FALLS, ID 83854
PHONE #: (208)773-3511

VERTICAL DATUM - NAVD 88
PROJECT BENCHMARK:
ALUMINUM CAP IN CYPRESS FOX LP, APPROX. 150 FEET NORTH OF THE INTERSECTION OF CYPRESS FOX LOOP AND MARBLE FOX AVENUE

#	DATE	BY	REVISION
-	12/21/21	GRG	ORIGINAL SUBMITTAL

SCALE
HOR. 1"=80'
VERT. N/A

PROJECT #: 0097.06
DESIGNED BY: GRG
CHECKED BY: GRG

LOT LAYOUT

3 OF 29

ATTACHMENT "B"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY

Coeur Development, LLC

FOR

Foxtail 8th Addition

X	Street surfacing or infill paving
X	Monumentation
X	Electric
X	Curbs and gutters
X	Street lighting
X	Gas
X	Sidewalks
X	Telephone
X	Drainage
X	Street Signs (Replacement)
X	Cable TV
X	Water
X	Landscaping (Swales)
X	Sanitary Sewer
X	Improvements shown on construction plans attached as Appendix I to this Agreement
____	Other – as follows:

ATTACHMENT "C"
COST ESTIMATES
FOR

Foxtail 8th Addition

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls: **$ 800,388.08**

2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **$ 298,217.00**

3. Other improvements for which bonding is required: $ -0-

4. Street trees within public right-of-way: **$ 51,600.00**

5. Total cost of improvements: **$ 1,150,205.08**

6. Warranty amount: **$ 57,510.25**

ATTACHMENT “C-1”
DETAILED COST ESTIMATES
FOR

Foxtail 8th Addition

Developer to submit detailed cost estimates.

Foxtail 8th Addition
Engineer Estimate - CIA
March 16, 2022

Item No.		Description & Cost Code	Quantity	Units	Unit Price	Percent Complet	Total Price
6200 - Site Preparation/Grading							
		6205 - Clearing & Grubbing					**$11,200.00**
1		Mobilization	1	LS	$10,000.00	0%	$10,000.00
2		AC Sawcut	200	LF	$6.00	0%	$1,200.00
		6210 - Excavation & Grading					**$27,187.50**
1		Road Subgrade Prep	9,590	SY	$1.25	0%	$11,987.50
2		Finish Grading (replace topsoil openspace)	1,000	CY	$8.00	0%	$8,000.00
3		Construction Entrance	1	EA	$1,500.00	0%	$1,500.00
4		Inlet Protection	22	EA	$50.00	0%	$1,100.00
5		Concrete Washout Area	1	EA	$400.00	0%	$400.00
6		Silt Fence	1,400	EA	$3.00	0%	$4,200.00
6250 - Sewer							
		6250 - Sewer					**$264,774.00**
1		8" PVC Sanitary Sewer (Deep > 25')	610	LF	$110.00	0%	$67,100.00
2		8" PVC Sanitary Sewer	2,461	LF	$34.00	0%	$83,674.00
3		48" Manholes (Deep > 25')	1	EA	$5,000.00	0%	$5,000.00
4		48" Manholes	10	EA	$3,100.00	0%	$31,000.00
5		Sewer Services	78	EA	$1,000.00	0%	$78,000.00
6300 - Stormwater							
		6300 - Stormwater					**$47,000.00**
1		Sidewalk Underdrain (Separated Sidewalk)	12	EA	$1,350.00	0%	$16,200.00
2		Concrete Inlet (4' wide Concrete Sidewalk)	12	EA	$450.00	0%	$5,400.00
3		Curb Cut	2	EA	$200.00	0%	$400.00
4		Drywell Type A (Single)	10	EA	$2,500.00	0%	$25,000.00
6350 - Water							
		6350 - Water System					**$262,217.00**
1		8" PVC Water Main	2,908	LF	$24.00	0%	$69,792.00
2		8" Fittings	7	EA	$700.00	0%	$4,900.00
3		8" Gate Valve w/ Box	10	EA	$1,600.00	0%	$16,000.00
4		1" Water Services	75	EA	$1,815.00	0%	$136,125.00
5		Fire Hydrant Assemblies	6	EA	$5,150.00	0%	$30,900.00
6		4" Sleeve under sidewalk at water meter	75	EA	$60.00	0%	$4,500.00
6400 - Streets & Walkways							
		6405 - Streets, Curbs, & Gutter					**$230,822.50**
1		Asphalt Roadway 2" AC over 4" Base	9,590	SY	$13.75	0%	$131,862.50
2		Rolled Curb and Gutter	5,800	LF	$16.00	0%	$92,800.00
3		Standard Curb and Gutter	385	LF	$16.00	0%	$6,160.00

Foxtail 8th Addition
Engineer Estimate - CIA
March 16, 2022

Item No.		Description & Cost Code	Quantity	Units	Unit Price	Percent Complet	Total Price
		6410 - Sidewalks					**$183,126.50**
1		5' Concrete Sidewalk	32,637	SF	$4.50	0%	$146,866.50
2		Pedestrian Ramps	28	EA	$1,295.00	0%	$36,260.00
6450 - Utilities - Dry							
		6450 - Dry Utilities					**$36,000.00**
1		Dry Utilities Trenching (Ex, Bed, and Backfill only)	6,000	LF	$6.00	0%	$36,000.00
6500 - Signage, Striping, Mailboxes							
		6505 - Landscaping					**$60,632.58**
1		Public Street Trees	86	EA	$600.00	0%	$51,600.00
2		Hydroseed ROW and Common Area	50,181	SF	$0.18	0%	$9,032.58
		6520 - Signage					**$25,400.00**
1		Stiping	1	LS	$1,000.00	0%	$1,000.00
2		Signage	9	EA	$500.00	0%	$4,500.00
3		Type II Barricades	8	EA	$700.00	0%	$5,600.00
4		Type III Barricades	8	EA	$700.00	0%	$5,600.00
5		Cobra Head Street Light	1	EA	$1,500.00	0%	$1,500.00
6		Town & Country Street Light	6	EA	$1,200.00	0%	$7,200.00
		6525 - Mailboxes					**$1,845.00**
1		Concrete Mailbox Pad	2	EA	$630.00	0%	$1,260.00
2		CBU Mailbox Installation	3	EA	$195.00	0%	$585.00
					TOTAL		**$1,150,205.08**

ATTACHMENT “D”
EVIDENCE OF SURETY
FOR

Coeur Development, LLC

The Developer will be performing the majority of required improvements prior to filing the plats. A surety company will post surety acceptable to the City for the remaining improvements per Section 2.02.

APPENDIX I
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 8th Addition

CONSTRUCTION DRAWINGS

Plans Titled: **Foxtail 8th Addition**

Dated: _____

By: **Gabe Gallinger – P.E.**

Sheets 1 through **37**

APPENDIX II
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 8th Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Peck & Peck

EXCAVATING, INC.

COMPLETE EXCAVATING SERVICES
LICENSED & BONDED
3386 N. Highway 41 · Post Falls, ID 83854
(208) 773-6559 · Fax (208) 773-3431

Foxtail 8th Addition

Week	Activity
4-18	*Sewer Main*
4-25	*Sewer Main*
5-2	*Sewer Main and Services*
5-9	*Sewer Services*
5-16	*Water Main*
5-23	*Water Services*
5-30	*Water Services*
6-6	*Storm*
6-13	*Dry Utility Crossings*
6-20	*Curbs and Walks*
6-27	*Curbs and Walks*
7-11	*Subgrade Prep*
7-18	Pave
7-25	*Dry Utility Ditch and Clean up*

APPENDIX III
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 8th Addition

ENGINEERING SERVICES FEE SUMMARY

To be determined by the City of Post Falls, Engineering Division, based on quantity of improvements and current fee schedule.

75 Lots X $350.00 = **$ 26,250.00**

APPENDIX IV
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

STREET LIGHT CHARGES

Per Section 1.10 E of the Agreement, the Developer reimburses the City for street light charges for a period of 12 months. The street light charges are determined as follows:

Street light utility provider: **Kootenai Electric Cooperative**

Street light type: **LED Cobra Head**

1 lights X 12 months X **$ 35.00** per month = **$ 420.00**

Street light type: **LED Town & Country**

6 lights X 12 months X **$ 25.25** per month = **$ 1818.00**

TOTAL = $ 2,238.00

APPENDIX V
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 8th Addition

__X__ This project does not have any existing structures connecting to the City of Post Falls Sanitary Sewer System.

Sanitary sewer cap fee of **$**_____ to connect **existing structures** to City sanitary sewer.

_____ (# of SF homes) x $5,983.00 = $_____

_____ (# of Commercial service units) x $5,983.00 = $_____

_____ (# of structures connecting) x (Utility Deposit = $60.00) = $_____

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons) $5,983.00

APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 8th Addition

__X__ This project does not have any existing structures or proposed common area irrigation systems connecting to the City of Post Falls Water System.

Total water cap & meter fees $_____ for existing structures or irrigation service to common areas.

Fees to be determined based upon service size & meter size.

Water Cap Fees

_____ x	**3/4" – 1" = $3,773.99 Residential**		**=**	**$_____**
_____ x	**1" = $6,289.99 Commercial**		**=**	**$_____**
_____ x	**1-1/2" = $12,579.97**		**=**	**$_____**
_____ x	**2" = $20,127.96**		**=**	**$_____**

Meter Fees

_____ x	**3/4" = $ 254.00**		**=**	**$_____**
_____ x	**1" = $ 325.00**		**=**	**$_____**
_____ x	**1-1/2" = $ 691.00**		**=**	**$_____**
_____ x	**2" = $ 920.00**	**(flow meter for irrigation only)**	**=**	**$_____**
_____ x	**2" = $ 1,864.00**	**(compound meter)**	**=**	**$_____**

ACCOUNT FEES

_____ (# of irrigation service connections) x Utility Deposit $10 = $_____

APPENDIX VII
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 8th Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME:	**Gabe Gallinger, P.E.**
ENGINEERING FIRM:	**Coeur Development, LLC**
ADDRESS:	**1859 N. Lakewood Dr. Ste 200**
CITY:	**Coeur D'Alene STATE: Idaho ZIP: 83814**
PHONE NO.:	**(509) 991-9033**
E-MAIL ADDRESS:	**gabe@thinklakeside.com**

APPENDIX VIII
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 8th Addition

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

I _____ certify that construction observation and quality control for (project, plans with approval date) was performed under my responsible charge. It is my professional opinion that the project was constructed in accordance with the intent of the plans and specifications. The submittal of as-built drawings and the attached documentation within the certification packet provide evidence to support a recommendation of acceptance of the public infrastructure associated with the referenced project plans and specifications.

(Provide Engineer's seal, signature and date.)

APPENDIX IX
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 8th Addition

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
:ss
County of Kootenai Kootenai)

I, _____, hereby certify under oath that all contractors, subcontractors and vendors that have performed work and provided supplies for the construction of the subdivisions public improvements relating to _____, including individuals or firms providing design services or legal services, have been paid in full and that no liens or other claims have been recorded against the real property of the Subdivision for those services.

I further certify that I know of no intent to file a claim or lien against the public improvements or any private utility improvements.

_____
Signature

_____
Print Name

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20_____.

_____
Notary for the state of Idaho_____
Residing at: _____
Commission Expires: _____

APPENDIX X
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

__**X**__The Developer agrees to plant street trees approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Street Trees option.

_____The Developer agrees to cash out the obligated street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of $_____, and is based upon _____ trees x $600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar

MEETING DATE: 5/3/2022

DATE: 4/21/2022 3:12 PM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ross Junkin

SUBJECT: 2022 Chip Seal Contract

ITEM AND RECOMMENDED ACTION:
The City received two bids for the 2022 Chip Seal project that was recently advertised. The bids submitted came from Poe Asphalt Paving, Inc. ($441,228.04) and Road Products, Inc. ($657,399.45). Staff recommends that the City award the lowest responsive bidder, Poe Asphalt Inc.

Staff recommends including a 5% contingency for this project ($22,061.40)
Total project cost: ($441,228.04) + ($22,061.02) = $463,289.44

DISCUSSION:
The City Legal Department has reviewed the bid and their recommendation is attached.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$463,289.02

BUDGET CODE:
001-431.0000.68110

CITY OF POST FALLS

BID CLOSING, April 20th, 2022 – 11:00 AM
CITY OF POST FALLS: 2022 Asphalt Basalt Chip Seal and Fog Seal

COMPANY NAME	Bid Amount			Total
Road Products	1/4 Basalt		$ 3.60	306,165.60
	3/8 Basalt		$ 5.50	224,252.50
	Fog Seal		$ 0.65	76,481.35
			total	657,399.45
Poe Asphalt	1/4 Basalt		$ 2.75	233,876.50
	3/8 Basalt		$ 3.26	162,853.30
	Fog Seal		$ 0.32	44,498.24
			total	441,228.04

PROPOSAL
CITY OF POST FALLS
2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

Proposal of Poe Asphalt Paving, Inc. (hereinafter called "BIDDER") *, organized and existing under the laws of the State of Washington doing business as Corporation to the City of Post Falls (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, Bidder hereby proposes to provide the service outlined in the "Scope of Bid Proposal" at the price shown therein and in compliance with the conditions and specifications included in the bid proposal.

Said Bidder agrees that, within ten (10) calendar days after receipt of Notice of Award from said Owner, it will execute a Contract in the required form, of which the Scope of Bid Proposal, Instructions to the Bidders, Proposal, Information Required of Bidder, and all addenda issued by said Owner prior to the opening of Proposals, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the portion of the Proposal Guarantee furnished by said Bidder allowed by law shall be forfeited to said Owner for such failure. Owner can retain that portion of the surety allowed by law; provided that if said Bidder shall execute the Contract, secure the required insurance and bonds, and furnish the required insurance certificates within said time, its guarantee, if furnished, shall be returned to him within five (5) days thereafter, and the bid bond, if furnished, shall become void. It is further understood that this Proposal may not be withdrawn for a period of thirty (30) days after the date set for the opening thereof.

The Owner reserves the right to reject any or all Proposals or to accept the Proposal deemed to be in the best interest of the Owner.

This bid offer is accompanied by a Proposal Guarantee (Certified Check, Cashier's Check, Money Order, Cash or Bid Bond) in the amount of five percent (5%) of the Total Bid, as a guarantee that the Bidder, if successful, will enter into a contract and execute the necessary contractual documents or forms as stipulated in these Bid Documents; and then if awarded the contract, agrees to obtain the materials, arrange the work and prosecute the same to acceptable completion of the project within the allotted time. The successful bidder shall also be required to furnish a Payment Bond of 100% in the Contract amount and Performance Bond of 100% of the Contract amount.

BIDDER acknowledges receipt of the following **ADDENDUM**:

ADDENDUM NO. N/A DATED:

ADDENDUM NO. N/A DATED:

ADDENDUM NO. N/A DATED:

*Insert "a corporation," "a partnership," or "an individual" as applicable.

BID SCHEDULE

BIDDER agrees to provide all items described in the **CONTRACT DOCUMENTS** for the following price.

The **¼" basalt chip** seal square yard unit price listed below is the total cost for placement of an asphalt basalt chip seal as described below. Project consists of the following sections:

1st Ave	(Idaho to Henry)
Bay St	(3rd to Park gate)
Sunset Dr	(All)
Glenwood Dr	(Black Forest to Culde-sac)
3rd Ave	(Spencer to Ridgewood)
Ridgewood Dr	(1st to 2nd)
Ridgewood Dr	(2nd to 3rd)
Caton St	(1nd to 2rd)
Caton St	(2nd to 3rd)
Sandpiper Lp	(All)
Killdeer Ave	(Cecil to Charleville)
Crogan Dr	(Killdeer to McMillan)
McMillan	(Killdeer to Oconner)
MCMillan Dr	(Oconner to Croghan)
Oconner Blvd	(Killdeer to Hope)
Oconner Blvd	(Hope to Bogie)
Oconner Blvd	(Bogie to Galway)
Durrow Lp	(All)
Cormac Lp	(All)
Galway Circle	(All)
Ewell Ct	(12th to Culde-sac)
Fenway Ave	(Charleville to Ewell)
E Solena Ave	(Charleville to End)
Montecello St	(12th to Solena)

(See Technical Specifications for ¼ chip seal.)

The **3/8" basalt chip** seal square yard unit price listed below is the total cost for placement of an asphalt basalt chip seal as described below. Project consists of the following section:

Cedar	**(Seltice to Maplewood)**
Cecil	**(Mullan to End culdesac)**
Polston	**(Idaho to Island)**
Jenalan	**(All)**
Goude	**(All)**
Cecil	**(Poleline to 12th)**
Charleville	**(Horsehaven to 16th)**
Charleville	**(16th to 12th))**
12th	**(Spokane to North Compton)**
12th	**(Chase to Spokane)**

(See Technical Specifications for 3/8 chip seal.)

The bituthene **Bitu-60 fog seal** square yard unit price listed below is the total cost for placement of an asphalt fog seal as described below. Project consists of the following sections:

1st Ave	(Idaho to Henry)
Bay St	(3rd to Park gate)
Sunset Dr	(All)
Glenwood Dr	(Black Forest to Culde-sac)
3rd Ave	(Spencer to Ridgewood)
Ridgewood Dr	(1st to 2nd)
Ridgewood Dr	(2nd to 3rd)
Caton St	(1nd to 2rd)
Caton St	(2nd to 3rd)
Sandpiper Lp	(All)
12th Ave	(Spokane to North Compton)
12th Ave	(Chase to Spokane)
Killdeer Ave	(Cecil to Charleville)
Crogan Dr	(Killdeer to McMillan)
Crogan Culde-sac	
McMillan Dr	(Killdeer to Oconner)
MCMillan Dr	(Oconner to Croghan)
McMillan Dr	(South knuckle)
Oconner Blvd	(Killdeer to Hope)
Oconner Blvd	(Hope to Bogie)
Durrow Lp	(All)
Durrow Lp	(South knuckle)
Durrow Lp	(North knuckle)
Cormac LP	(All)
Cormac IP	(North knuckle)
Cormac IP	(South Knuckle)
Oconner Blvd	(Bogie to Galway)
Galway Circle	(All)
Galway Circle	(East knuckles)
Galway Circle	(West knuckles)
Ewell Ct	(12th to Culde-sac)
Ewell	(Culdesac)
Fenway Ave	(Charleville to Ewell)
E Solena Ave	(Chaliville to End)
Montecello St	(12th to Solena)
Cedar	(Seltice to Maplewood)
Cecil	(Mullan to End culdesac)
Polston	(Idaho to Island)
Jenalan	(All)
Goude	(All)
Cecil	(Poleline to 12th)
Charleville	(Horsehaven to 16th)
Charleville	(16th to 12th)

BID
"Proposal Form"

The City's estimate for ¼" basalt chip seal is 85,046 square yards – plus or minus 5%.
The City's estimate for 3/8" basalt chip seal is 49,955 square yards – plus or minus 5%.
The City's estimate for bituthene Bitu-60-Dil fog seal is 139,057 square yards – plus or minus 5%.

List your square yard unit prices below for placement of seal coats as described, followed by your total bid. Bids will be calculated with the yardages that we have listed:

Item No.	ITEMS OF WORK	Bid Quantity	Units	Unit Price	Total Amount
1	¼" Basalt Chip Seal	85,046	Square yard	$ 2.75	$233,876.50
2	3/8" Basalt Chip Seal	49,955	Square yard	$ 3.26	$162,853.30
3	Fog Seal	139,057	Square yard	$ 0.32	$44,498.24
				Total Bid	$441,228.04

Total Bid handwritten: FOUR HUNDRED FORTY ONE THOUSAND TWO HUNDRED TWENTY EIGHT DOLLARS AND FOUR CENTS

Signed: _____ Title: President
Mark Poe

Company: Poe Asphalt Paving, Inc. Date: 04/20/2022

P.W. License #: 12496-U-2 Address: 2732 N. Beck Rd, Post Falls, ID 83854

Phone No: 208-777-0498 E-mail: alex@poeasphalt.com

BID BOND

All Bidders are required to furnish a Five Percent (5%) bid surety with their bid.

The surety shall be in the form of a Bond, Cashier's Check, Certified Check, Money Order or Cash. Personal or company checks are not acceptable unless certified. Make checks payable to City of Post Falls.

Bids received without surety will be considered non-responsive and rejected.

Bid Bonds of the unsuccessful Bidders will be returned upon execution of the Contract by the successful Bidder.

2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT
BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Poe Asphalt Paving Inc, as PRINCIPAL, and See Side Bar as SURETY, are held and firmly bound unto the City of Post Falls, hereinafter referred to as the "owner," in the penal sum of five percent (5%) of the total amount of the bid of the Principal submitted to the Owner, for the work described below, for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the presents. In no case shall the liability of the Surety hereunder exceed the sum of $ Five Percent of Bid Amount.

Travelers Casualty and Surety Company of America

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal has submitted the above-mentioned bid to the Owner for **"2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT BID,"** for which bids are to be opened at the office of the Owner at **11:00 A.M. local time, Wednesday April 20th, 2022**

NOW, THEREFORE, if the Principal is awarded the Contract, and within the time and manner required under the heading "Instructions to Bidders," after the prescribed forms are presented to him for signature, enters into a written agreement, substantially in the form contained in the Specifications, in accordance with the bid and files the two bonds required by Statute, one to guarantee performance and one to guarantee payment for materials and labor, and provides all other required documents including but not limited to proof of required insurance and Idaho Public Works License, this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, said Surety shall pay all costs incurred by the Owner in such suit including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of

April 6th, 20 22.

Poe Asphalt Paving Inv	Travelers Casualty and Surety Company of America
PRINCIPAL	SURETY
BY _____ (SEAL)	BY Lisa Smith (SEAL)

TRAVELERS

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That 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 that the Companies do hereby make, constitute and appoint **Lisa Smith** of **CLARKSTON** , **Washington** , their true and lawful Attorney-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 **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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, 2021**

_____
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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 6 day of April , 2022 .

_____
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-in-Fact and the details of the bond to which this Power of Attorney is attached.

BIDDER INFORMATION

The name of the Bidder submitting this Bid is Poe Asphalt Paving, Inc.

_____, which is a business located

at 2732 N. Beck Rd, Post Falls, ID 83854

which is the address to which all communications regarding this Bid and with the Contract Documents shall be sent.

Phone: 208-777-0498

E-mail: alex@poeasphalt.com

Bidder's person to contact for additional information on this Bid:

Name: Alex Jordan

Phone: 208-777-0498

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Mark Poe, President _____

Alex Jordan, Estimator / Project Mananger _____

_____ _____

Federal Tax Identification Number: 82-0263719

State of Idaho Public Works Contractor's License

Number:

12496-U-2

CONTRACTOR'S NON-COLLUSION AFFIDAVIT

State of Idaho)
) SS
County of Kootenai)

Bid for 2022 Asphalt basalt chip seal and fog seal placement, Mark Poe,

being first duly sworn, deposes and says that he/she is President, of

Poe Asphalt Paving, Inc.,

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed: Mark Poe
Mark Poe

Title: President

Subscribed and sworn to before me this

20th day of April, 20 22.

Christine A. Ranberg
Notary Public Christine A. Ranberg

My Commission

Expires 04/21/2027

CHRISTINE A. RANBERG NOTARY PUBLIC Comm No. 17457 STATE OF IDAHO

NOTICE OF INVITING BIDS

2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL

Sealed Bid Proposals for placement of an asphalt basalt chip seal and fog seal on selected City streets will be received by the City of Post Falls, Idaho, Owner of the Work, at the office of the Clerk, City of Post Falls, located City Hall, 2nd Floor, 408 N. Spokane Street, Post Falls, Idaho 83854, until 11:00 A.M. local time, Wednesday, April 20th, 2022.

The Contract Documents, Specifications and Drawings may be examined, and a copy obtained at the City of Post Falls, Public Works Department, 800 N. Public Works Way, Post Falls, Idaho 83854. Bidders must have a public works contractor's license. The publication dates for this Notice of Inviting Bids are April 5th, 2022, and April 12th, 2022.

The City of Post Falls, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, age, disability or national origin in consideration for an award.

Date:_____

Owner: CITY OF POST FALLS

By:_____
John Beacham, Director of Public Works Department

BID PACKAGE

SUBJECT: 2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL
SCOPE OF BID PROPOSAL

RECEIPT OF PROPOSALS. Sealed Bid Proposals for placement of an asphalt basalt chip seal and fog seal on selected City streets will be received by the City of Post Falls, Idaho, Owner of the Work, at the office of the Clerk, City of Post Falls, located City Hall, 408 N. Spokane Street, Post Falls, Idaho 83854, until 11:00 A.M. local time, Wednesday, April 20th, 2022. Proposals should be delivered to the Clerk on the Second Floor.

DESCRIPTION OF WORK (*See maps for locations)

1. The areas of work for 1/4 basalt chip seal are:

1st Ave
Bay St
Sunset Dr
Glenwood Dr
3rd Ave
Ridgewood Dr
Caton St
Sandpiper LP
Killdeer Ave
Crogan Dr
McMillan Dr
Oconner Blvd
Durrow LP
Cormac Lp
Galway Circle
Ewell Ct
Fenway Ave
Solena Ave
Monticello St

(See Technical Specifications for ¼ chip seal.)

2. The areas of work for 3/8 basalt chip seal are:

Cedar St
Cecil Ave
Polston Ave
Jenalan Ave
Goude St
Charleville Rd
12th Ave

(See Technical Specifications for 3/8 chip seal.)

3. The areas of work for bituthene Bitu-60 fog seal are:

1st Ave
Bay St
Sunset Dr
Glenwood Dr
3rd Ave
Ridgewood Dr
Caton St
Sandpiper LP
Killdeer Ave
Crogan Dr
McMillan Dr
Oconner Blvd
Durrow LP
Cormac Lp
Galway Circle
Ewell Ct
Fenway Ave
Solena Ave
Monticello St
Cedar St
Cecil Ave
Polston Ave
Jenalan Ave
Goude St
Charleville Rd
12th Ave

(**See Technical Specifications for fog seal.**)

The City's estimate for 1/4 basalt chip seal is 85,046 square yards – plus or minus 5%.
The City's estimate for 3/8 basalt chip seal is 49,955 square yards – plus or minus 5%.
The City's estimate for bituthene Bitu-60-Dil fog seal is 139,057 square yards – plus or minus 5%.
City crews will clean and sweep the streets prior to contractor mobilization. Required sweeping following application of the Basalt Chip Seal and prior to the Fog Seal will be the responsibility of the bidder to include hauling away material. Traffic control plans must be pre-approved by City engineering staff before work commences and will be the responsibility of the bidder. All sand blotting required due to excess oil shall be incidental to the contract. The methods of operation and application shall be in conformance with Section 808 - Asphalt Seal Coat of the 2017 Edition Idaho Standards for Public Works Construction. The work shall not commence before July 10th, 2022. All work shall be completed by August 19th, 2022
All qualified contractors interested in performing this work, are required to submit a response in a sealed envelope clearly marked "2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT" that depicts a square yard unit price quote, along with a work schedule to the City of Post Falls Office of the City Clerk by 11:00 A.M. local time, Wednesday, April 20th, 2022.

PLAN HOLDERS. The Contract Documents, Specifications and Drawings may be examined at the City of Post Falls, Public Works Department, 800 N. Public Works Way, Post Falls, Idaho 83854.

SCHEDULES AND COMPLETION OF WORK The work shall not commence before July 10, 2022 and shall be completed by August 19th, 2022.

OPENING OF PROPOSALS. The Proposals will be publicly opened and read at 11:00 A.M. local time, Wednesday, April 20th, 2022, in Council Chambers at Post Falls City Hall, 408 N. Spokane Street, Post Falls, Idaho 83854.

PROPOSAL GUARANTEE. Each Proposal shall be accompanied by a Certified or Cashier's Check, Cash or Bid Bond in the amount of five percent (5%) of the Bid, payable to the City of Post Falls as a guarantee that the Bidder, if its Proposal is accepted, will promptly execute the Contract, secure required insurance, and furnish a Performance Bond in the amount of one hundred percent (100%) of the Contract Amount and a Payment Bond in the amount of one hundred percent (100%) of the Contract Amount. Bid Bond shall be submitted only on the Bid Bond form contained in the Contract Documents.

WAITING PERIOD BEFORE AWARD. A waiting period of sixty (60) calendar days from the date of Bid Opening to Award may be required. Bidders shall assume full responsibility for and shall guarantee the Proposal during this period and make certain the time period is stated in and does not restrict the Proposal Guarantee.

PROJECT ADMINISTRATION. All questions relative to the project prior to the opening of Proposals shall be directed to the Public Works Department in writing to both: rjunkin@postfallsidaho.org and kpeterson@postfallsidaho.org

All questions must be submitted via email by 5pm on April 14th, 2022. It shall be understood that no Specification interpretations will be made by telephone. Further, any modification or clarification shall be in writing by written addendum.

OWNER'S RIGHTS RESERVED. The Owner reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to make awards in the best interest of the Owner.

INSTRUCTIONS TO THE BIDDER

1.01 FORM OF PROPOSAL

A. The Proposal shall be made on the Proposal form bound herein. The proposal shall be enclosed in a sealed envelope addressed to the City Clerk, City of Post Falls, Idaho, and shall be plainly marked "2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT" and shall bear the name and address of the Bidder. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City Clerk, City of Post Falls, 408 N. Spokane Street, Post Falls, Idaho 83854.

1.02 DELIVERY OF PROPOSAL

A. The Proposal shall be delivered to the office of the City Clerk, City of Post Falls, located City Hall, 2nd Floor, 408 N. Spokane Street, Post Falls, Idaho 83854, prior to 11:00 A.M. local time, Wednesday, April 20th, 2022. It is the Bidder's sole responsibility to see that their Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals will be returned to the Bidder unopened.

1.03 WITHDRAWAL OF PROPOSAL

A. The Proposal may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the office of the City Clerk, City of Post Falls, Idaho, prior to the scheduled closing time for receipt of Proposals.

1.04 OPENING OF PROPOSALS

A. The Proposals will be publicly opened and read in the Council Chambers at the City of Post Falls, Idaho, located City Hall, 408 N. Spokane Street, Post Falls, Idaho at 11:00 A.M. local time, Wednesday, April 20th, 2022.

1.05 MODIFICATIONS AND ALTERNATIVE PROPOSALS

A. Unauthorized conditions, limitations or provisos attached to a Proposal will render it informal and may cause its rejection as being non-responsive. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative Proposals will not be considered unless called for. Oral, telegraphic, or telephonic Proposals or modifications will not be considered. The Owner reserves the right to disregard, at its sole discretion and for the benefit of the project, all nonconforming, nonresponsive and conditional Proposals.

1.06 PROPOSAL GUARANTEE

A. The Proposal shall be accompanied by a Certified or Cashier's check, Cash or approved Bid Bond in the amount stated in the Scope of Bid Proposal. Said check or Bond shall be made payable to the Owner and shall be given as a guarantee that the Bidder, if awarded the work, will enter into a Contract within ten (10) calendar days after receipt of the Notice of Award from the Owner, and will, prior to entering the Contract, furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said Bonds to be in the amount stated in the Scope of Bid Proposal. In case of refusal or failure to enter into said Contract, the cash, check or Bid Bond, as the case may be, shall be forfeited to the Owner. If the Bidder elects to furnish a Bid Bond as his Proposal Guarantee, he shall use the Bid Bond form bound herein. In case the Bidder fails to execute the Contract, the Bid security shall be forfeited, as permitted by Idaho Code Section 67-2805, including reasonable administrative costs not to exceed twenty-five percent (25%).

1.07 BIDDER'S EXAMINATION OF SITE

A. It is the responsibility of each Bidder before submitting a Bid to 1) examine thoroughly the Contract Documents and other related data identified in the Bidding Documents; 2) visit the site to become familiar with and satisfy the Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work; 3) study and carefully correlate the Bidder's knowledge and observations with the Contract Documents and such other related data; and 4) promptly notify the Project Manager of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents.

B. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations and data concerning conditions at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by the Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Such field data shall be undertaken at the Bidder's expense.

C. Owner does not warrant that the Contract Documents or plans will be free from defect, conflicts, errors, or discrepancies and Bidder is responsible for verifying viability of any plans and specifications for accuracy and completeness, and if a defect, conflict, error, or discrepancy is discovered, the Bidder is obligated to inform the Owner.

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

1.08 AVAILABILITY OF LANDS FOR WORK, ETC.

A. The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the work are identified in the Contract Documents.

1.09 QUANTITIES OF WORK

A. The quantities of work or material stated in the Bid Schedule(s) are supplied only to give an indication of the general scope of the work and used only for payment purposes; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith. The Owner reserves the right after award to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed twenty-five percent (25%) of the total amount of the Contract.

B. Bidders shall not at any time after the submittal of a Proposal make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit price items of the Bid Schedule(s).

1.10 PUBLIC WORKS CONTRACTOR'S LICENSE REQUIREMENTS

A. Contractor(s) and subcontractor(s) for this project shall be licensed in the State of Idaho by the Idaho Public Works Contractors State License Board in the Class and Type specified for the value and scope of work to be done in accordance with the provisions of Title 54,

Chapter 19, Idaho Code as amended. The Contractor(s) and subcontractor(s) shall possess a license in the Class and Type required prior to submitting a Proposal for said project.

1.11 DISQUALIFICATION OF BIDDERS

A. More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Bidder is interested. If there is reason for believing that collusion exists among the Bidders, all Bids will be rejected.

1.12 NON-COLLUSION AFFIDAVITS

A. Each Bidder shall submit with its Bid a certification of non-collusion by the Contractor on the form provided on page 17. Prior to the Notice of Award, the apparent low Bidder shall submit a non-collusion affidavit for each subcontractor listed. The subcontractor's non-collusion affidavit form is provided on page 25.

1.13 MODIFICATION AND WITHDRAWAL OF BIDS

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

B. If, within five (5) days after Bids are opened, any Bidder files a duly signed, written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

1.14 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

A. All Bids will remain subject to acceptance for sixty (60) days after the day of the bid opening; but the Owner may, in its sole discretion, release any Bid and return the bid security prior to that date.

1.15 AWARD OF CONTRACT

A. The Owner reserves the right to reject any or all Bids, including without limitation, the right to reject any or all non-conforming, non-responsive, unbalanced or conditional bids. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful Bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

B. If the Contract is to be awarded, it will be awarded to the qualified public works contractor submitting the lowest bid price and complying with bidding procedures consistent with I.C. 67-2805.

C. If the Contract is to be awarded, the Owner will give the successful bidder a Notice of Award within thirty (30) days after the day of bid opening.

1.16 RETURN OF PROPOSAL GUARANTEE

A. Within a reasonable period of time after Award of the Contract, the Owner will return the Proposal Guarantees accompanying each of the Proposals not considered in making the award. All other Proposal Guarantees will be held until the Contract has been finally executed. They will then be returned to the respective Bidders whose Proposals they accompany.

1.17 EXECUTION OF CONTRACT

A. The Bidder to whom the award is made shall execute a written Contract with the Owner on the form of agreement provided, shall secure all insurance and shall furnish all certificates and bonds required by the Contract Documents within ten (10) calendar days after receipt of the Notice of Award from the Owner. Failure or refusal to enter into a Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Proposal Guarantee. If the successful Bidder refuses or fails to execute the Contract, the Owner may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the Owner may award the Contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the Contract, each such Bidder's Guarantees shall be likewise forfeited to the Owner.

1.18 PROPOSAL CHECKLIST

A. The purpose of this checklist is to serve as a reminder of the major items to be addressed in submitting a Proposal and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and the proper completion and submission of its bid:

1. Proposal
2. Bid Bond
3. Bidder Information
4. Contractor's Non-Collusion Affidavit

PROPOSAL
CITY OF POST FALLS
2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

Proposal of _____(hereinafter called "BIDDER") *, organized and existing under the laws of the State of _____ doing business as _____ to the City of Post Falls (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, Bidder hereby proposes to provide the service outlined in the "Scope of Bid Proposal" at the price shown therein and in compliance with the conditions and specifications included in the bid proposal.

Said Bidder agrees that, within ten (10) calendar days after receipt of Notice of Award from said Owner, it will execute a Contract in the required form, of which the Scope of Bid Proposal, Instructions to the Bidders, Proposal, Information Required of Bidder, and all addenda issued by said Owner prior to the opening of Proposals, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the portion of the Proposal Guarantee furnished by said Bidder allowed by law shall be forfeited to said Owner for such failure. Owner can retain that portion of the surety allowed by law; provided that if said Bidder shall execute the Contract, secure the required insurance and bonds, and furnish the required insurance certificates within said time, its guarantee, if furnished, shall be returned to him within five (5) days thereafter, and the bid bond, if furnished, shall become void. It is further understood that this Proposal may not be withdrawn for a period of thirty (30) days after the date set for the opening thereof.

The Owner reserves the right to reject any or all Proposals or to accept the Proposal deemed to be in the best interest of the Owner.

This bid offer is accompanied by a Proposal Guarantee (Certified Check, Cashier's Check, Money Order, Cash or Bid Bond) in the amount of five percent (5%) of the Total Bid, as a guarantee that the Bidder, if successful, will enter into a contract and execute the necessary contractual documents or forms as stipulated in these Bid Documents; and then if awarded the contract, agrees to obtain the materials, arrange the work and prosecute the same to acceptable completion of the project within the allotted time. The successful bidder shall also be required to furnish a Payment Bond of 100% in the Contract amount and Performance Bond of 100% of the Contract amount.

BIDDER acknowledges receipt of the following **ADDENDUM**:

ADDENDUM NO._____ DATED:

ADDENDUM NO._____ DATED:

ADDENDUM NO._____ DATED:

*Insert "a corporation," "a partnership," or "an individual" as applicable.

BID SCHEDULE

BIDDER agrees to provide all items described in the **CONTRACT DOCUMENTS** for the following price.

The **¼" basalt chip** seal square yard unit price listed below is the total cost for placement of an asphalt basalt chip seal as described below. Project consists of the following sections:

1st Ave	**(Idaho to Henry)**
Bay St	**(3rd to Park gate)**
Sunset Dr	**(All)**
Glenwood Dr	**(Black Forest to Culde-sac)**
3rd Ave	**(Spencer to Ridgewood)**
Ridgewood Dr	**(1st to 2nd)**
Ridgewood Dr	**(2nd to 3rd)**
Caton St	**(1nd to 2rd)**
Caton St	**(2nd to 3rd)**
Sandpiper Lp	**(All)**
Killdeer Ave	**(Cecil to Charleville)**
Crogan Dr	**(Killdeer to McMillan)**
McMillan	**(Killdeer to Oconner)**
MCMillan Dr	**(Oconner to Croghan)**
Oconner Blvd	**(Killdeer to Hope)**
Oconner Blvd	**(Hope to Bogie)**
Oconner Blvd	**(Bogie to Galway)**
Durrow Lp	**(All)**
Cormac Lp	**(All)**
Galway Circle	**(All)**
Ewell Ct	**(12th to Culde-sac)**
Fenway Ave	**(Charleville to Ewell)**
E Solena Ave	**(Charleville to End)**
Montecello St	**(12th to Solena)**

(**See Technical Specifications for ¼ chip seal.**)

The **3/8" basalt chip** seal square yard unit price listed below is the total cost for placement of an asphalt basalt chip seal as described below. Project consists of the following section:

Cedar	**(Seltice to Maplewood)**
Cecil	**(Mullan to End culdesac)**
Polston	**(Idaho to Island)**
Jenalan	**(All)**
Goude	**(All)**
Cecil	**(Poleline to 12th)**
Charleville	**(Horsehaven to 16th)**
Charleville	**(16th to 12th))**
12th	**(Spokane to North Compton)**
12th	**(Chase to Spokane)**

(**See Technical Specifications for 3/8 chip seal.**)

The bituthene **Bitu-60 fog seal** square yard unit price listed below is the total cost for placement of an asphalt fog seal as described below. Project consists of the following sections:

1st Ave	**(Idaho to Henry)**
Bay St	**(3rd to Park gate)**
Sunset Dr	**(All)**
Glenwood Dr	**(Black Forest to Culde-sac)**
3rd Ave	**(Spencer to Ridgewood)**
Ridgewood Dr	**(1st to 2nd)**
Ridgewood Dr	**(2nd to 3rd)**
Caton St	**(1nd to 2rd)**
Caton St	**(2nd to 3rd)**
Sandpiper Lp	**(All)**
12th Ave	**(Spokane to North Compton)**
12th Ave	**(Chase to Spokane)**
Killdeer Ave	**(Cecil to Charleville)**
Crogan Dr	**(Killdeer to McMillan)**
Crogan Culde-sac	
McMillan Dr	**(Killdeer to Oconner)**
MCMillan Dr	**(Oconner to Croghan)**
McMillan Dr	**(South knuckle)**
Oconner Blvd	**(Killdeer to Hope)**
Oconner Blvd	**(Hope to Bogie)**
Durrow Lp	**(All)**
Durrow Lp	**(South knuckle)**
Durrow Lp	**(North knuckle)**
Cormac LP	**(All)**
Cormac lP	**(North knuckle)**
Cormac lP	**(South Knuckle)**
Oconner Blvd	**(Bogie to Galway)**
Galway Circle	**(All)**
Galway Circle	**(East knuckles)**
Galway Circle	**(West knuckles)**
Ewell Ct	**(12th to Culde-sac)**
Ewell	**(Culdesac)**
Fenway Ave	**(Charleville to Ewell)**
E Solena Ave	**(Chaliville to End)**
Montecello St	**(12th to Solena)**
Cedar	**(Seltice to Maplewood)**
Cecil	**(Mullan to End culdesac)**
Polston	**(Idaho to Island)**
Jenalan	**(All)**
Goude	**(All)**
Cecil	**(Poleline to 12th)**
Charleville	**(Horsehaven to 16th)**
Charleville	**(16th to 12th)**

BID
"Proposal Form"

The City's estimate for ¼" basalt chip seal is 85,046 square yards – plus or minus 5%.
The City's estimate for 3/8" basalt chip seal is 49,955 square yards – plus or minus 5%.
The City's estimate for bituthene Bitu-60-Dil fog seal is 139,057 square yards – plus or minus 5%.

List your square yard unit prices below for placement of seal coats as described, followed by your total bid. Bids will be calculated with the yardages that we have listed:

Item No.	ITEMS OF WORK	Bid Quantity	Units	Unit Price	Total Amount
1	¼" Basalt Chip Seal	85,046	Square yard	$	$
2	3/8" Basalt Chip Seal	49,955	Square yard	$	$
3	Fog Seal	139,057	Square yard	$	$
				Total Bid	$

Total Bid handwritten: _____

Signed: _____ Title: _____

Company: _____ Date: _____

P.W. License #: _____ Address:_____

Phone No: _____ E-mail:_____

BID BOND

All Bidders are required to furnish a Five Percent (5%) bid surety with their bid.

The surety shall be in the form of a Bond, Cashier's Check, Certified Check, Money Order or Cash. Personal or company checks are not acceptable unless certified. Make checks payable to City of Post Falls.

Bids received without surety will be considered non-responsive and rejected.

Bid Bonds of the unsuccessful Bidders will be returned upon execution of the Contract by the successful Bidder.

2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT
BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the City of Post Falls, hereinafter referred to as the "owner," in the penal sum of five percent (5%) of the total amount of the bid of the Principal submitted to the Owner, for the work described below, for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the presents. In no case shall the liability of the Surety hereunder exceed the sum of $_____.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal has submitted the above-mentioned bid to the Owner for **"2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT BID,"** for which bids are to be opened at the office of the Owner at **11:00 A.M. local time, Wednesday April 20th, 2022**

NOW, THEREFORE, if the Principal is awarded the Contract, and within the time and manner required under the heading "Instructions to Bidders," after the prescribed forms are presented to him for signature, enters into a written agreement, substantially in the form contained in the Specifications, in accordance with the bid and files the two bonds required by Statute, one to guarantee performance and one to guarantee payment for materials and labor, and provides all other required documents including but not limited to proof of required insurance and Idaho Public Works License, this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, said Surety shall pay all costs incurred by the Owner in such suit including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of

_____, 20____.

_____	_____
PRINCIPAL	SURETY
BY _____	BY _____
(SEAL)	(SEAL)

BIDDER INFORMATION

The name of the Bidder submitting this Bid is _____

_____, which is a business located

at _____

which is the address to which all communications regarding this Bid and with the Contract Documents shall be sent.

Phone: _____

E-mail: _____

Bidder's person to contact for additional information on this Bid:

Name: _____

Phone: _____

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

_____ _____

_____ _____

_____ _____

Federal Tax Identification Number: _____

State of Idaho Public Works Contractor's License Number:

_____

CONTRACTOR'S NON-COLLUSION AFFIDAVIT

State of _____
) SS
County of _____)

Bid for 2022 Asphalt basalt chip seal and fog seal placement, _____,

being first duly sworn, deposes and says that he/she is _____, of

_____,

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to before me this

_____ day of _____, 20____.

_____
Notary Public

My Commission

Expires_____

NOTICE OF AWARD

To:

PROJECT DESCRIPTION:

2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL

The Owner has considered the Proposal submitted by you for the above-described Project.

You are hereby notified that your Proposal has been accepted for items in the amount of

_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice. If you do not, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and your Proposal Guarantee forfeited. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20____.

CITY OF POST FALLS
(Owner)

By _____

Title:

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

_____

this _____ day of _____, 20____.

By _____

Title _____
NOTE: Two (2) copies of this form are enclosed for the Contractor's signature.

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Post Falls, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter called Owner, and _____, whose address is ____hereinafter called Contractor.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor agrees to perform and complete in a workmanlike manner all work required under the Bid Schedule of the Owner's Contract Documents and Specifications entitled "**2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT**," in accordance with the Specifications and Drawings therefore, to furnish, at his own expense, all plant, temporary structures, labor, services, materials, equipment, tools, supplies, transportation, utilities, and all other items and facilities necessary therefore, except for such materials, equipment, and services as may be stipulated in said Specifications to be furnished by the Owner, and to do everything required by this Agreement and said Specifications and Drawings.

ARTICLE II. The Contractor shall be responsible for furnishing all said labor, services, materials, equipment, and supplies; furnishing and removing all plant, temporary structures, tools, supplies, transportation, utilities, and all other items and facilities and equipment, and doing everything required by the Contract Documents; also, for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by the Owner; and for completing the work in accordance with the requirements of said Specifications and Drawings. The Owner will pay, and the Contractor shall receive, in full compensation therefore, the sum named in Article IX below.

ARTICLE III. The parties recognize that the work to be performed under this contract will cause an inconvenience to the motoring public during the times that the work is being performed and may result in some frustration on the part of the public. The Contractor shall be responsible to ensure that the Contractor's employees and/or agents are courteous and respectful to the public at all times during the performance of the work.

ARTICLE IV. The Owner hereby employs the Contractor to perform the work according to the terms of this Agreement for the sum set forth in Article IX, and agrees to pay the same, at the time, in the manner, and upon the conditions stipulated in the said Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V. The Contract Documents shall be comprised of the documents listed and defined in Paragraph 1.07, "Contract Documents," of the General Conditions.

ARTICLE VI. The Contractor agrees to a one (1) year guarantee period for all labor, material and workmanship after receiving the Certificate of Substantial Completion.

ARTICLE VII. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed, ***but not before July 10, 2022***.

ARTICLE VIII. The Contractor shall furnish and install barriers and warning lights to prevent accidents and save the City harmless from all claims for injury to person or property resulting from the Contractor's actions or omissions in performance of this Contract, and to that end shall maintain insurance as specified in Section 8 of the Supplementary Conditions.

ARTICLE IX. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of $_____.

ARTICLE X. **The Contractor shall complete all work by August 19th, 2022**.

ARTICLE XI. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions and such amounts as required by the Contract Documents.

ARTICLE XII. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

ARTICLE XIII. If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum of $1,000.00 for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages.

ARTICLE XIV. The required Bonds shall be held in full force until the Final Acceptance has been issued.

ARTICLE XV. The Contractor agrees to comply with the requirements of I.C. 44-1001.

ARTICLE XVI. This Agreement has and shall be construed as having been made and delivered in the State of Idaho, and the laws of the State of Idaho shall be applicable to the construction and enforcement of this Agreement or any provision hereto. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho and may not thereafter be removed to any other state or federal Court. Each party shall be responsible for its own fees and costs.

ARTICLE XVII. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

ARTICLE XVIII. **ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO:** The clauses contained in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City's support or opposition to these clauses nor acknowledgement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

(1) **Boycotting Israel**: If payments under this Agreement exceed one hundred thousand dollars ($100,000) and Consultant employs ten (10) or more persons, then Consultant certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

(2) **Contract with Abortion Providers**: To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

(SEAL)

CITY OF POST FALLS, IDAHO

By: _____
Ronald G. Jacobson, Mayor

Attest: _____
Shannon Howard, City Clerk

(SEAL)

_____
Contractor

By: _____
Signature

_____
Title

**** END OF SECTION ****

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____ as Surety, are held firmly bound unto the City of Post Falls, Idaho, hereinafter called "Owner," in the sum of _____ dollars, $_____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said Owner to perform the work as specified or indicated in the Contract Documents entitled "**2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL**."

NOW THEREFORE, if said Contractor fails to perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified therein, said Surety will pay for same in an amount not exceeding the sum specified above, and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

Wherever Contractor shall be, and declared by the City of Post Falls to be in default under the Contract, the City of Post Falls having performed the City of Post Falls' obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

> Obtain a bid(s) for the submission to the City of Post Falls for completing the Contract in accordance with its terms and conditions, and upon determination by the City of Post Falls and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City of Post Falls and make available as work progresses (even though there should be a default or a succession of defaults under the Contract(s) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City of Post Falls to the Contractor under the Contract and any amendments thereof, less the amount properly paid by the City of Post Falls to the Contractor.

This Bond is furnished pursuant to Idaho Code.

SIGNED AND SEALED, this _____ day of _____, 20____.

(SEAL)

_____	_____
(Contractor)	(Surety)
By: _____	By:_____
(Signature)	(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

PERFORMANCE BOND SHALL MEET REQUIREMENTS OF IDAHO CODE - SECTION 54-1926.

**** END OF SECTION ****

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____ as Surety, are held firmly bound unto the City of Post Falls, Idaho, hereinafter called "Owner," in the sum of _____ dollars, $_____ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said Owner to perform the work as specified or indicated in the Contract Documents entitled "**2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL**."

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for same in an amount not exceeding the sum specified above, and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20____.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
By:_____	By:_____
(Signature)	(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)
PAYMENT BOND SHALL MEET REQUIREMENTS OF IDAHO CODE - SECTION 54-1926.

SUBCONTRACTOR'S NON-COLLUSION AFFIDAVIT
(TO BE SUBMITTED PRIOR TO AWARD BY EACH SUBCONTRACTOR NAMED BY THE APPARENT LOW BIDDER)

State of _____)
) SS
County of _____)

_____, being first duly sworn, deposes and says

that he/she is _____ of _____,

the party submitting a Bid for a subcontract covering:

_____

(Describe nature of subcontract)

that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the principal Contractor or anyone interested in the proposed subcontract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

The provisions of this affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one Bidder from submitting separate sub-proposals or quoting prices for materials or work to other Bidders.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day

of _____, 20____.

_____
Notary Public

My Commission Expires _____
(Seal)

NOTICE TO PROCEED

To: _____ Date: _____

_____

_____

Project Description:
CITY OF POST FALLS
2022 ASPHALT BASALT CHIP SEAL
AND FOG SEAL PLACEMENT

You are hereby notified to commence Work in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the Work by August 19th, 2022. The date of completion of all Work is, therefore, August 19th, 2022.

CITY OF POST FALLS, IDAHO

By _____
Ronald G. Jacobson, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____

this _____ day of _____, 20____.

By _____

Title _____

NOTE: Two (2) copies of this form are enclosed for the Contractor's signature.

CONTRACT CHANGE ORDER FORM

CONTRACT CHANGE ORDER

DATE: _____ CHANGE ORDER NO. _____

CONTRACT: 2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

OWNER: City of Post Falls

TO: _____
(Contractor)

You are hereby requested to comply with the following changes.

Description of Changes (Supplemental Plans and Specifications attached)	DECREASE in Contract Price	INCREASE in Contract Price
See attached spreadsheet	$	$
TOTALS	$	$
NET CHANGE IN CONTRACT PRICE	$	$

JUSTIFICATION: Added/Deleted ___ miles of chip and fog seal to our "2022 Asphalt Basalt Chip Seal and Fog Seal Placement"

The amount of the Contract will be (Increased/Decreased) by the sum of: _____ ($00,000.00).

The Contract Total, including this and previous Change Orders, will be:
_____ _____ ($000,000.00).

The Contract Period provided for completion will be ____ Days.

This document will become a supplement to the Contract and all provisions will apply hereto.

ACKNOWLEDGEMENT OF CHANGE ORDER LIMITS
BY CONTRACTOR

Change Order No. _____

The increase or decrease in Contract Price and/or Contract Time stated in each and every Change Order shall unequivocally comprise the total price and/or time adjustment due or owed the Contractor for the work or changes ordered by the Change Order. By executing the Change Order, the Contractor acknowledges and agrees that the stipulated price and/or time adjustments represent full compensation for all increases or decreases in cost or the time required to perform the Contract as a whole arising directly or indirectly from the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay and cumulative impacts or ripple effect on all other non-affected work under Contract not changed by the Change Order. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or time, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of this Change Order constitutes an agreement between Owner and Contractor that the Change Order represents an equitable adjustment to the Contract, and that the Contractor will waive all rights to file a claim on the Change Order after it is properly executed.

All Change Orders shall include a written record, submitted by the Contractor that states the basis of cost amount, including time and materials data that enables the Owner to determine the necessity and reasonableness of the Change Order.

_____ _____
(Owner) (Date)

Reviewed by_____ _____
(Owner's Architect/Project Manager) (Date)

_____ _____
(Contractor) (Date)

CERTIFICATION
Idaho Statute 44-1001
Employment of Residents of Idaho

_____
(Project Name)

I, _____, certify as _____of
(Name) (President / Owner / Other)

_____ that we complied with Idaho Statute 44-1001
(Company Name)

"Employment of Residents of Idaho", during the period of time for which Pay Request No. ____ was processed.

SIGNATURE: DATE:

_____ _____
(Signature)

_____
(Print Name)

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

This standard form is intended as a guide only. Many projects require a much more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by the Owner or the Contractor at the time the Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the law provides), and the Contractor elects, the deposit of securities in lieu of retainage. Refer to Section 5 of the General Conditions for provisions concerning payments to the Contractor.

B. COMPLETING THE FORM

The Bid Breakdown, submitted and approved as provided in Paragraph 5.01 of the General Conditions, should be copied in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of their installation. All Change Orders affecting the Contract Price should be identified and include such supplemental Schedules of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. PROJECT MANAGER'S REVIEW

The Project Manager must review all Applications for Payment with care to avoid recommending any payments not yet earned by the Contractor. The Owner’s attorney should review all accompanying documentation of legal nature, such as lien waivers, and the Project Manager should so advise the Owner.

**** END OF SECTION ****

APPLICATION FOR PAYMENT NO. _____

To_____

Contract for 2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

Owner's Contract No._____ Project Manager's Project No.____

For work accomplished through the date of _____.

Item	Contractor's Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
	$		$		$
Total (Orig. Contract) C.O. No. 1 C.O. No. 2			$		$

Accompanying Documentation:	Gross Amount Due.....	$
	Less ____% Retainage.....	$
	Amount Due To Date.....	$
	Less Previous Payments…….....	$
	Amount Due This Application…	$

Contractor's Certification:

The undersigned Contractor certifies that 1) all previous progress payments received from the Owner on account of work done under the Contract referred to above have been applied to discharge in full all obligations of the Contractor incurred in connection with the work covered by prior Applications for Payment numbered 1 through _____ inclusive; 2) title to all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to the Owner at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to the Owner indemnifying the Owner against such lien, claim, security interest or encumbrance); and 3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated_____, 20____ _____
Contractor

By: _____
(Authorized Signature)

Payment of the above Amount Due of This Application is recommended.

Dated_____, 20____ _____
Project Manager

PUBLIC WORKS CONTRACTOR'S AFFIDAVIT
AS TO OPERATIONS IN THE STATE OF IDAHO
DURING THE PAST FIVE YEARS

STATE OF IDAHO)
) ss.
County of _____) ss.

_____, being first duly sworn, on oath deposes and says:

That during the past five (5) years, I have contracted or operated within only the counties and cities as listed on Exhibit A, attached hereto and by reference made a part hereof, within the State of Idaho, in such manner as to expose the Contractor to assessment of taxes, excises or license fees assessable or chargeable by such political subdivisions within the meaning or Idaho Code Title 63, Chapter 15.

_____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

(SEAL)

_____
Notary Public for Idaho

Residing at _____

Commission expires_____

GENERAL CONDITIONS
DEFINITIONS

Wherever used in these Contract Documents or Specifications, the following terms have the meanings indicated.

1.01 OWNER

A. The word "Owner" shall mean the city of Post Falls so named in the Contract Documents, and who is referred to throughout the Contract Documents as singular in number and masculine in gender. The term "Owner" shall mean the Owner or his authorized representatives. All necessary action by the Owner pertaining to the Contract will be taken by legally constituted authorities empowered to act on behalf of the Owner.

1.02 PROJECT MANAGER

A. The word "Project Manager" shall mean the individual or firm authorized by the Owner to oversee the performance of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Owner. The responsibility of the Project Manager under this Contract shall be limited and does not include responsibility for the superintendence of construction processes, site conditions, operations, equipment, personnel or the maintenance of a safe place to work or any safety in, on or about the site of the work. The City's Public Works Director shall identify the Project Manager at the beginning of the project and if changes are made to the Project Manager role.

1.03 RESIDENT PROJECT REPRESENTATIVE

A. The words "Resident Project Representative" shall mean the individual authorized by the Owner to provide construction observation and administer the execution of the construction phase of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Owner. The responsibility of the Resident Project Representative under this Contract shall not include responsibility for the superintendence of the construction process, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on or about the site of the work. Where a Resident Project Representative is provided at the site of the work, said person shall be the sole authorized representative of the Owner and the Project Manager on-site relations with the Contractor.

1.04 CONTRACTOR

A. The word "Contractor" shall mean the party entering into Contract with the Owner for performance of the work called for in the Contract Documents, including the Contractor's authorized agents.

1.05 SUBCONTRACTOR

A. The word "Subcontractor" shall mean any person, firm or corporation entering into agreement with the Contractor for performance of any part of the Contractor's obligation under the Contract, and whose contractual obligations are with the Contractor and not with the Owner.

1.06 CONTRACT

A. The word "Contract" shall mean the agreement between the Owner and the Contractor for the satisfactory performance of the construction work indicated on the Drawings and specified herein and the consideration therefore, all as evidenced by the Contract Documents.

1.07 CONTRACT DOCUMENTS

A. The "Contract Documents" shall comprise the following documents, including all additions, deletions, modifications and appendices and all addenda thereto as prepared prior to the date of the Bid Opening setting forth modifications or interpretations of any of said documents and all change orders properly executed and agreed to by the Owner and the Contractor during the conduct of the work–Scope of Bid Proposal, Instructions to Bidders, Proposal, Information Required of Bidder, Bid Bond, Contractor's Non-Collusion Affidavit, Notice of Award, Agreement, Performance Bond, Payment Bond, and all certificates attached hereto, Subcontractor's Non-Collusion Affidavit, Notice to Proceed, Public Works Contractor's Affidavit As To Operations in the State of Idaho…., General Conditions, Supplemental General Conditions, Technical Provisions, Drawings, all addenda and Change Orders executed pursuant to the provisions of the Contract. Soils reports, if any, are provided for the convenience of the Contractor for information only, and are <u>not</u> a part of the Contract Documents.

1.08 SPECIFICATIONS

A. The word "Specifications" shall mean that portion of the Contract Documents comprising the Scope of Bid Proposal, Instructions to Bidders, Proposal, Bidder Information, General Conditions, Supplemental General Conditions, and the Technical Provisions of the Contract, and all referenced portions of material and testing standards and standard specifications, together with all addenda and change orders issued with respect thereto.

1.09 DRAWINGS; CONTRACT DRAWINGS

A. The words "Drawings" or "Contract Drawings" shall mean that portion of the Contract Documents comprising all Drawings, Plans, maps, profiles, diagrams or other graphic representations delineating the location, nature, extent and form of the work, together with applicable details.

1.10 DATE OF COMPLETION

A. Completion of the work as referred to herein shall mean substantial completion as determined by the Project Manager. The date of such substantial completion of a project or specified area or part of a project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any change orders

agreed to by the parties, so that the Owner can occupy or utilize the project or specified area or part of the project for the use and purpose for which it was intended. The Contractor shall not be relieved by issuance of a Notice of Completion from meeting all of the requirements of the Contract Documents, and is further obligated to complete or correct all outstanding items of work listed on any attachments to the Notice of Completion within the time specified thereon.

2.01 INTENT OF CONTRACT DOCUMENTS

A. The intent of the Contract Documents is that the Contractor furnish all labor, materials, equipment and services, except as may be specifically noted otherwise, which are required or necessary to fully complete the construction work.

2.02 SPECIFICATIONS AND DRAWINGS COMPLEMENTARY

A. The Specifications and Drawings are complementary, and what is called for in one shall be as binding as if called for in both.

2.03 DISCREPANCIES IN THE CONTRACT DOCUMENTS

A. Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the Project Manager who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors, omissions or ambiguities, but shall comply with any corrective measures regarding the same prescribed by the Project Manager.

2.04 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. In resolving conflicts resulting from conflicts, errors, ambiguities or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Agreement
2. Specifications
3. Drawings

B. Within the Specifications, the order of precedence is as follows:

1. Addenda
2. Supplemental General Conditions
3. Scope of Bid Proposal
4. Instructions to Bidders
5. General Conditions
6. Technical Provisions
7. Referenced Standard Specifications
8. Proposal

C. With reference to the Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings

3. Change order drawings govern over contract drawings
4. Contract drawings govern over standard drawings
5. Contract drawings govern over shop drawings

2.05 REFERENCE TO STANDARDS OR PUBLICATIONS

A. Any reference made in the Contract Documents to any specification, standard or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard or publication in effect as of the date of advertising the work, except to the extent that said standards or publications may be in conflict with applicable laws, ordinances or governing codes. No requirements of the Specifications or the Drawings shall be waived because of any provisions of, or omission from, said standards or publications.

2.06 REFERENCES TO PROPRIETARY PRODUCTS (Not Used)

2.07 CONTRACT DOCUMENTS FURNISHED TO CONTRACTOR

A. Following execution of the Agreement, the Owner will furnish to the Contractor one (1) set of the Contract Documents, including Specifications together with reduced Drawings, if any.

3.01 PROJECT MANAGER'S AUTHORITY

A. The Project Manager shall have final technical authority on matters concerning 1) all questions which may arise as to the quality and acceptability of proposed substitute materials or equipment; 2) interpretation of Contract Documents; 3) technical review authority over all change orders; and 4) all questions as to the acceptable fulfillment of the Contract by the Contractor.

B. The Project Manager shall have final technical authority on matters concerning 1) the quality and acceptability of materials and equipment furnished to meet the provisions of the Contract Documents; 2) rate of progress of the work; 3) review of quantities of work performed by the Contractor for pay purposes; 4) technical review of overall construction-related change orders 5) Contract Administration; and 6) Project Manager-Owner-Contractor relations. The Resident Project Representative shall serve as the primary Owner/Project Manager contact with the Contractor during the work, and all communications between the Project Manager and the Contractor and between the Owner and the Contractor shall be handled by utilizing the Resident Project Representative as their contact representative.

C. Any difference which may arise between the Contractor and any other prime contractors will be mediated by the Project Manager; however, the Project Manager will not mediate disputes between the Contractor and his subcontractors or suppliers.

D. Neither the Project Manager's authority or responsibility under this article or under any other provision of the Contract Documents nor any decision made by the Project Manager 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 the Project Manager shall create, impose or give rise to any duty owed by the Project Manager to the

Contractor, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

E. The Project Manager will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the work. The Project Manager will not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

F. The Project Manager will not be responsible for the acts or omissions of the Contractor or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

G. The Project Manager's review of the final Application for Payment and accompanying guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered 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.

H. The limitations upon authority and responsibility set forth in this section shall also apply to the Project Manager's consultants, Resident Project Representative and assistants.

3.02 LEGAL ADDRESS OF CONTRACTOR

A. The address given in this agreement is hereby designated as the place to which all notices, letters and other communications to the Contractor will be mailed or delivered. The mailing or delivering to said address of any notice, letter or other communication shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Project Manager.

3.03 CONTRACTOR'S DAILY REPORTS

A. Except where otherwise provided, the Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the Project Manager, and shall be submitted to the Project Manager at the conclusion of each workweek.

3.04 RIGHTS-OF-WAY

A. Lands or rights-of-way for the work to be performed under the Contract will be provided by the Owner as shown on the Drawings. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. Neither the Owner nor the Project Manager shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

3.05 CONTRACTOR'S OBLIGATIONS

A. The Contractor, at his own sole cost and expense, shall perform all labor and services and furnish all the materials, tools and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the work required by these Contract Documents, in the manner and within the time stipulated in the Technical Provisions. If, at any time before the commencement or during the progress of the work or any part of it, the Contractor's methods or appliances appear to the Project Manager to be unsafe, inefficient or inadequate for securing the safety of the workers, the quality of the work required, or the rate of progress stipulated, he may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at his own expense; but neither the making of such demands by the Project Manager nor the failure to make such demands shall relieve the Contractor of his obligation to secure the safe conduct of the work, the quality of work required, and the rate of progress stipulated in the Contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his appliances and methods, and for any damage, which may result from their failure or their improper construction, maintenance or operation. All the labor and materials shall be performed and furnished strictly pursuant to and in conformity with the Contract Documents, the lines and grades and other directions of the Project Manager as given from time to time during the progress of the work under the terms of the Contract, and in accordance with working drawings to be furnished from time to time as provided herein. The Contractor shall complete the entire work to the satisfaction of the Project Manager and in accordance with the Specifications and Drawings herein mentioned, at the prices fixed in the Contract. The amount of any applicable sales or use tax imposed by the State or any political subdivision or municipality thereof shall be included in the prices named in the Bidding Schedule(s).

B. A technically qualified, English-speaking supervisor or superintendent shall be designated in writing as the Contractor's Representative at the site, and shall supervise or superintend the work and shall provide competent supervision of the work until its completion. The supervisor or superintendent shall have full authority to act on behalf of the Contractor, and all directions given by the Project Manager to said supervisor or superintendent shall be considered as having been given to the Contractor. If said supervisor or superintendent is not present on that part of the work where the Project Manager desires to give instructions, such instructions may be given by the Project Manager to the foreman in charge of the particular work to which the instructions apply. Such instructions given to a foreman likewise shall be considered given to the Contractor. Such instructions given by the Project Manager to said supervisor, superintendent or foreman will be confirmed in writing. All instructions and directions given by the Project Manager will be limited to matters properly falling within the Project Manager's authority as specified in Article 3.01, herein, and shall be effective when given, regardless if written or oral.

C. The Contractor's supervisor or superintendent shall be present at the site of the work at all times while work under the Contract is in progress. Failure to observe this requirement shall be considered as suspension of the work by the Contractor, until such time as such supervisor or superintendent is again present at the site; and no payment will be allowed for any work performed in the absence of such supervisor or superintendent. Work performed in violation of these provisions is subject to removal and reconstruction or reinstallation under the required supervision. No extensions of time will be granted, nor will additional payment be allowed for any costs to the Contractor of slowdown, delays, idled equipment, or any other costs incurred by the Contractor as the direct or indirect result of such suspension. If in the normal conduct of the business of the Contractor it may

become necessary for the designated supervisor or superintendent to leave the site of the work for any reason, the Contractor shall provide an authorized alternate, and a written notice shall be provided to the Project Manager prior to any such absence specifically designating the name of the person authorized to act on behalf of the Contractor during the absence of the designated supervisor or superintendent. Whenever the work is defined as being suspended under the provisions of this paragraph, any such suspension in excess of 15 days shall be just cause for the Owner to terminate the Contract under the provisions of Article 3.14, herein.

3.06 CLAIMS AND PROTESTS

A. If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any order, instruction or decision of the Project Manager, his Resident Project Representative or of any inspector to be unfair, he shall immediately upon receipt of such order, instruction or decision ask for a written confirmation of same. Upon receipt of written confirmation, the Contractor shall proceed without delay to perform the work or to conform to the order, instruction or decision; but, unless the Contractor finds such order, instruction or decision satisfactory, he shall, within 5 calendar days after receipt of same, file a written protest with the Project Manager stating clearly and in detail his objections and the reasons therefore.

B. Any decision, order, instruction, notice, or act of omission of the Project Manager to which the Contractor has submitted a protest shall be final and conclusive on the Contractor if he fails to submit or document a statement of his factual and legal contentions with respect thereto in the manner and within the times above specified prior to the Notice of Completion; and such failure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature; provided that the Project Manager may, if the Contractor shows good cause and if the interests of the Owner will not be prejudiced, consider and decide a properly documented protest on its merits notwithstanding the Contractor's failure to submit it within the time above stated. The foregoing provision shall create no right in the Contractor, and failure or refusal of the Project Manager to exercise his authority thereunder shall not be subject to claim by the Contractor.

C. All protests under this article will be disposed of by agreement between the Project Manager and the Contractor, except that when agreement cannot be reached, the protest will be disposed of by the Project Manager's decision. The Contractor will be informed of the Project Manager's decision within 10 calendar days after the Contractor last submits data pertinent to the protest as provided for in Article 3.06 (A) and (B), herein. Failure of the Contractor to submit all pending, unresolved claims to the Project Manager prior to execution of said Notice of Completion shall constitute a waiver by the Contractor of all such claims, and the decision of the Project Manager shall be final and binding upon the Contractor.

D. In all matters concerning the validity, interpretation, performance, effect or otherwise of the Contract, the laws of the State in which the project is located shall govern and be applicable. Pending final disposition of a protest, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Project Manager's decision as applicable.

3.07 INSPECTION AND TESTING

A. All materials furnished and all work performed under the Contract shall be subject to review by the Project Manager. The Contractor shall be held strictly to the true intent of the Contract Documents in regard to quality of materials, workmanship and diligent execution of the Contract. Such review may include field inspection as required. The Project Manager shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and his subcontractors and suppliers as is required to make a complete and detailed inspection.

B. Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the Owner and used in the work thus removed, shall be borne by the Contractor, regardless of whether or not the work removed is found to be defective. Work covered up without the authority of the Project Manager shall, upon order of the Project Manager, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

C. Except as otherwise provided herein, the cost of review and inspection will be paid by the Owner. All inspection fees imposed by public agencies other than the Owner shall be paid by the Contractor.

D. The Project Manager will make, or have made, such inspections and tests, as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Supplemental General Conditions, the cost of such inspection and testing will be borne by the Owner. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Project Manager, as well as the cost of subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

3.08 ASSIGNMENT FORBIDDEN

A. The Contractor shall not assign, sublet, sell, transfer or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder, without the written consent of the Owner. If the Contractor violates this provision, the Contract may be terminated at the option of the Owner. In such event, the Owner shall be relieved of all liability and obligations to the Contractor and to his assignee or transferee, growing out of such termination.

3.09 SUBCONTRACT LIMITATIONS

A. The Contractor shall perform not less than 20 percent of the work with his own forces (i.e., without subcontracting). The 20 percent requirement shall be understood to refer to work, the value of which totals not less than 20 percent of the Contract Price.

B. In the Project Manager's discretion, subcontracts may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the Owner's interests. The re-subletting of work by a subcontractor

shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work, which he is to perform.

C. A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the Project Manager upon the Project Manager's request. Each subcontract shall contain a reference to the Agreement and the General and Supplemental General Conditions of the Contract between the Owner and the Contractor, and the terms of said agreement and conditions of the Contract shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the Project Manager, if, in the Project Manager's opinion, the subcontractor fails to comply with the requirements of the prime contract insofar as the same may be applicable to this work.

D. The Contractor shall be responsible to the Owner and Project Manager for the acts and omissions of his subcontractors and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this section shall create any contractual relationship between any subcontractor and the Owner or Project Manager nor relieve the Contractor of any liability or obligation under the prime contract.

3.10 TEMPORARY SUSPENSION OF WORK

A. General. The Owner, acting through the Project Manager, may, by written notice to the Contractor, temporarily suspend the work, in whole or in part, for such period(s) as he may deem necessary due to: 1) unsuitable weather; 2) delay in delivery of Owner-furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work; or 3) failure on the part of the Contractor to carry out the provisions of the Contract, including, but not limited to, failure to provide materials or workmanship meeting the requirements of the Specifications. Suspended work shall be resumed by the Contractor within 5 calendar days of receipt from the Project Manager of written Notice to Proceed.

B. Effective Date. Such suspension shall be effective upon receipt by the Contractor of the written order suspending the work and shall be terminated upon receipt by the Contractor of the written order terminating the suspension.

C. Adjustment of Time. If the Contractor is delayed in completion of the work beyond the time named in the Contract Documents for the completion of the work, by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage, or freight embargoes, the Contractor shall be entitled to an adjustment in the time of completion. No such adjustment will be made unless the Contractor shall notify the Project Manager in writing of the causes of delay immediately from the beginning of any such delay. The Project Manager shall ascertain the facts and the extent of the delay. No adjustment in time shall be made for delays resulting from noncompliance neither with the Contract nor for ordinary delays and accidents, and the occurrence of such shall not relieve the Contractor from the necessity of maintaining the required progress.

D. In the event that contract completion is delayed beyond the time named in the Specifications by reason of shortages of Contractor-furnished materials, the Contractor

shall be entitled to an adjustment in time of completion; provided, however, that the Contractor shall furnish documentation acceptable to the Project Manager that he placed or attempted to place firm orders with suppliers a reasonable time in advance of the required date of delivery of the materials in question, that such shortages shall have developed following the date such orders were placed or attempts made to place same, that said shortages are general throughout the affected industry, and that the Contractor shall, to the degree possible, have made revisions in the sequence of his operations, within the terms of the Contract, to offset the expected delay. The Contractor shall notify the Project Manager, in writing, concerning the cause of delay, within 5 calendar days of the beginning of such delay. The validity of any claim by the Contractor to an adjustment in the time of completion shall be determined by the Project Manager, and his findings thereon shall be based on his own knowledge and observations of the events involved and documentation submitted by the Contractor, showing all applicable facts relative to the foregoing provisions. Only the physical shortage of material will be considered under these provisions as a cause for adjustment of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the Project Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

E. If the Contractor is delayed in completion of the work by reason of changes made under the provisions of Article 5.02 or changed conditions as provided under Article 3.17, herein, or by failure of the Owner to acquire right-of-way as provided under Article 3.04, herein, or by any act of the Project Manager or of the Owner, not contemplated by the Contract, an adjustment in the time of completion will be made by the Project Manager in like manner as if the work had been suspended for the convenience and benefit of the Owner; except that if the work under the Contract is increased as a result of changes, the Project Manager, at his sole discretion, may grant an adjustment in the number of calendar days for completion of the Contract. In the event of such delay, the Contractor shall notify the Project Manager in writing of the causes of delay within 5 calendar days from the beginning of any such delay. The Project Manager shall ascertain the facts and the extent of the delay.

F. Time of Completion. The Contractor shall complete all or any designated portion of the work called for under the Contract within the number of calendar days set forth in the Contract Documents.

G. Payment for Delay. The contract prices paid for the work shall include full compensation for all costs incurred by reason of any delay to the work, except as otherwise provided in this section. No payment will be made for delay caused by failure on the part of the Contractor to carry out the provisions of the Contract, including failure to provide materials and workmanship meeting the requirements of the Contract Documents, or failure to provide a supervisory representative at the site at all times while work is in progress. In the event of a delay caused by suspension of the work for the sole convenience and benefit of the Owner, or by the failure of the Owner to furnish within contract time requirements, access to the work area for which the Owner is responsible under the Contract; and, provided that the Project Manager or Owner has notified the Contractor in accordance with Article 3.11 (A), hereof, the Contractor will be entitled to payment of the following costs, to the extent that no other contractor is liable therefore and subject to the succeeding provisions:

1. Those actual necessary costs of idle time of construction equipment, idle time of workers, moving of construction equipment, and hauling of materials and equipment which are incurred solely by reason of the delay and which could not have been avoided by the judicious handling of forces, construction equipment and plant, with allowance for overhead and profit as provided in Article 5.03 entitled "Extra Work."

2. Costs incurred, with the written approval of the Project Manager, to mitigate the foregoing costs, with allowance for overhead and profit as provided in Article 5.03 entitled "Extra Work."

The Contractor shall maintain complete and accurate daily records of all such costs, clearly distinguishing them from the costs of other portions of the work, and shall submit a detailed written report of such costs to the Project Manager. In addition, the Contractor shall submit evidence of any cause of delay specified hereinabove. As soon as practicable, following receipt of such report and evidence, if required, the Project Manager will determine the nature and extent of such costs and will, if he finds that payment is due, issue an extra work order therefore, subject to the provisions for Extra Work under Article 5.03. If the Project Manager determines that payment is not due, he will so advise the Contractor in writing. Should the Contractor disagree with such finding, he may submit a notice of protest to the Project Manager as provided in Article 3.06, herein. The Contractor shall provide the Project Manager with access to his daily cost records or certified copies thereof as requested. All such records shall be retained by the Contractor and opened to inspection and audit by the Owner and his authorized representatives. Except for the additional compensation provided hereinbefore, the Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.

3.11 EXTENSIONS OF TIME FOR DELAY

A. Time of completion will be extended for as many calendar days as the Contractor is specifically required under the provisions of the Technical Provisions to suspend construction operations, or as many calendar days as the Contractor is prevented by unseasonable, inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation(s) for at least 60 percent of the total daily time being currently spent on the controlling operation.

B. Unseasonable, inclement weather shall mean any weather condition sufficient to prevent all work from proceeding, the duration of which varies in excess of 20 percent from the average conditions expected at the location of the work at the time of the delay, as determined from U.S. Weather Bureau records for the corresponding time of the year for the 3-year period immediately preceding. No extensions of time will be allowed for any inclement weather that could reasonably have been predicted from such weather records at the time of submitting the Contractor's Bid.

C. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, as defined in Article 3.11 (B), herein, or the conditions resulting from the weather, or the condition of the work prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof, Contractor will not be charged for a working day whether or not conditions

change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

3.12 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)

A. The Owner may terminate the Contract upon written notice to the Contractor, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interests to complete the work. In such case, the Contractor shall have no claims against the Owner except: 1) for the value of work performed up to the date the Contract is terminated; and 2) for the cost of materials and equipment on hand, in transit, or on definite commitment as of the date the Contract is terminated, which would be needed in the work and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the Project Manager in accordance with the procedure prescribed for the making of the final estimate and payment under Article 5.08.

B. When written notice to discontinue work as provided in Article 3.10, herein, is served upon the Contractor after the work has been damaged by an act of God or other causes as defined in said Article 3.10, the Owner or the Contractor, before work other than investigative work is resumed, may terminate the Contract. Upon such termination, the Contractor shall be paid for work performed to the time of occurrence of said act of God or other named cause at the unit prices named in the Contract, or in the event no unit prices are named, a sum equal to that portion of the lump sum price which the work completed to the time of occurrence of the act of God bears to the total work to be performed under the Contract, as determined by the Project Manager.

3.13 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR DEFAULT)

A. In the event of default by the Contractor, the Owner will suspend the work under the provisions of Article 3.10, herein, and upon 5 calendar days' written notice to the Contractor will terminate the Contract as provided herein. It shall be considered a default by the Contractor whenever he shall: 1) declare bankruptcy, become insolvent or assign his assets for the benefit of his creditors; 2) fail to provide materials or workmanship meeting the requirements of the Specifications; 3) disregard or violate important provisions of the Contract Documents or Project Manager's instructions, or fail to prosecute the work according to the approved progress schedule; or 4) fail to provide a qualified superintendent, competent workmen, or subcontractors, or materials or equipment meeting the requirements of the Contract Documents.

B. In the event the Contract is terminated in accordance with Article 3.13 (A), herein, the Owner may take possession of the work and of all materials, tools, equipment and property of the Contractor which have been provided in connection with the work, and may complete the work by whatever method or means he may select. The cost of completing the work shall be deducted from the balance which would have been due the Contractor had the Contract not been terminated and the work completed in accordance with the Contract Documents. If such cost exceeds the balance, which would have been due, the Contractor shall pay the excess amount to the Owner. If such cost is less than the balance which would have been due, the Contractor shall not have claim to the difference except to such extent as may be necessary, in the opinion of the Project Manager, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for materials, tools, equipment, property and labor devoted to the prosecution of the work, of which the

Owner shall have received the benefit. In computing such expense, as it related to equipment and property, the salvage value at completion of the work shall be deducted from the depreciated value at the time the Contract was terminated, and the difference shall be considered as an expense.

3.14 TERMINATION OF CONTRACT BY CONTRACTOR

A. The Contractor may terminate the Contract upon ten (10) calendar days written notice to the Owner, whenever: 1) the entire work has been suspended under the provisions of Article 3.10, herein, for more than ninety (90) consecutive calendar days through no fault or negligence of the Contractor, and notice to resume work or to terminate the Contract has not been received from the Owner within this time period; or 2) the Owner should fail to pay the Contractor any substantial sums due him in accordance with the terms of the Contract and within ninety (90) calendar days after presentation to the Owner by the Contractor of an approved pay estimate, unless within said 10-day period the Owner shall have remedied the condition upon which the payment delay was based. In the event of such termination, the Contractor shall have no claims against the Owner except for those claims specifically enumerated in Article 3.13, herein, and as determined in accordance with the requirements of said article.

3.15 FAILURE TO COMPLY

A. If the Contractor should refuse or neglect to comply with the provisions of the Contract or the orders of the Project Manager, the Owner may have such provisions or orders carried out by others at the expense of the Contractor.

3.16 CHANGED CONDITIONS

A. The Contractor shall notify the Project Manager immediately and follow up in writing within five (5) days of the following unforeseen conditions, hereinafter called changed conditions, of their discovery and before they are disturbed:

1. Subsurface or latent physical conditions at the site of the work differing materially from those indicated, described or delineated in the Contract Documents; and

2. Unknown physical conditions at the site of the work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

3. Delays caused by the Owner which alter the Contractor's schedule of operations by extending the Contractor's operations into a season whereby the number of available days during which work can be performed is reduced as the direct and sole result of inclement weather, as defined in Article 3.11(B), herein, or conditions resulting therefrom; provided that such delay is sufficient to prevent the Contractor from proceeding with at least 75 percent of the normal labor and equipment force currently engaged in construction operations for at least 60 percent of the total daily time being currently spent on the controlling operation.

B. The Project Manager will promptly investigate conditions of which he is so notified, or any conditions discovered by him which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If he determines that the conditions

are changed conditions, as defined in Article 3.16(A), herein, that they will materially increase or decrease the costs of any portion of the work, and that such change in costs is not or will not be accounted for in any order for changes in design necessitated by the conditions, he will issue a change order adjusting the compensation for such portion of the work in accordance with the provisions for changes and extra work in Articles 5.02 and 5.03, respectively, in the same manner as if the increase or decrease in costs had been due to changes in design. If the Project Manager determines that conditions of which he has been notified by the Contractor do not justify an adjustment in compensation, he will so advise the Contractor in writing. Should the Contractor disagree with such determination, he may file a written protest to the Project Manager as provided in Article 3.06, herein.

C. The Contractor may be entitled to a time extension for delay due to changed conditions or unseasonable, inclement weather, subject to the provisions of Article 3.11, herein.

D. Should the Project Manager temporarily suspend the work by reason of conditions later determined to be changed conditions, such suspension will be considered to be for convenience and benefit of the Owner under Article 3.10, herein. A suspension of the work by reason of conditions claimed by the Contractor to be changed conditions, but later determined not to be changed conditions, will be considered to be for conditions unfavorable for the proper prosecution of the work under said Article 3.10, herein.

E. The Contractor's failure to give notice of changed conditions as required upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

3.17 LINES AND GRADES (SURVEYS)

A. The Project Manager will furnish the Contractor with all principal lines and measurements necessary for the proper prosecution of the work. The Contractor shall establish such additional lines, grades and controls as are needed for construction.

B. Bench marks, base lines, property boundaries, line and grade hubs and other reference and construction points, as originally established by the Project Manager, shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay to the Project Manager all costs of re-establishing them, if they are disturbed. The Contractor shall notify the Project Manager in writing at least ten (10) calendar days in advance of the time he will commence work on any parts of the construction requiring surveys furnished by the Project Manager.

C. The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements during the project. He shall not proceed until he has made request to the Project Manager for and has received from him such points as may be necessary as the work progresses. The work shall be done in strict conformance with such points.

D. During the prosecution of the work, the Contractor shall make all necessary measurements and shall be responsible for the accurate placement of the product.

3.18 NON-WAIVER OF CONTRACT TERMS

A. The failure of the Project Manager or Owner to act or not act under the Contract Documents shall not be construed in any manner to be a waiver of any of the terms and conditions of the Construction Documents, and the Contractor shall not thereby be relieved from performance and full compliance with all the terms and conditions of the Construction Documents and performance of the work.

4.01 DEFECTIVE EQUIPMENT, MATERIALS OR WORK

A. Inspection of the work by the Project Manager or Owner shall not relieve the Contractor of any of his obligations under the Contract. Even though equipment, materials or work required to be provided under the Contract have been inspected, accepted and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period as provided in Article 6.04.

B. Any equipment or materials brought upon the job site by the Contractor and subsequently rejected by the Project Manager as not complying with the requirements of the Contract shall be removed immediately by the Contractor to a satisfactory distance from the job site.

C. If the Contractor shall fail to repair or replace unsatisfactory equipment, materials or work, or to remove unsatisfactory equipment or materials from the job site, within ten (10) calendar days after being ordered to do so by the Project Manager, the Project Manager, acting on behalf of the Owner, may make the ordered repairs or remove the condemned equipment or materials, and the Owner will deduct the cost thereof from any monies due or to become due the Contractor.

4.02 CHARACTER OF WORKERS

A. None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the Project Manager, the Contractor or any subcontractor shall discharge any person who is, in the opinion of the Project Manager, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the Project Manager. Such discharge shall not be the basis of any claim for damages against the Owner, Project Manager or any of his agents.

5.01 BREAKDOWN OF CONTRACT PRICE

A. Prior to execution of the Contract, if requested by the Project Manager, the Contractor shall submit a detailed price breakdown of any or all of his bid items for the work. Such price breakdown shall include quantities, unit prices and any other information required, in sufficient detail, to enable it to be used by the Project Manager in preparing monthly progress estimates. The Contractor shall use the price breakdown form bound with the Specifications if one is included.

5.02 CHANGES

A. If the Project Manager finds it inadvisable to comply strictly with these Contract Documents, the Project Manager, with the approval of the Owner, may prescribe a

modification of requirements or of methods of work; and for such purposes the Project Manager may at any time during the life of the Contract, by written order, make such changes as he shall find necessary in the design, line, grade, form, location, dimensions, plan or material of any part of the work, or in the quantity or character of the work. If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided that if such changes or alterations render useless any work already done or materials already furnished or used in the work, the Project Manager shall make reasonable recommendation for allowance.

B. In the event of increasing or decreasing of work, the total amount of work actually done, or materials furnished shall be paid for according to the unit price established for such work in the unit price bid items, wherever such unit price has been established. An adjustment in compensation will be made for changes that result in an increase or decrease in the total bid price in excess of twenty-five percent (25%). In the event no prices are named in the Contract or in the "Bid Breakdown" to cover increases in the work to be done, or a combination of increases and decreases in such work, the cost of such changes shall be covered as hereinafter provided for extra work.

C. In the event a part of the work is to be entirely eliminated and no lump sum or unit price is named in the Contract to cover such eliminated work, the cost of the eliminated work shall be agreed upon in writing by the Project Manager and the Contractor. If after the expiration of a reasonable time the Project Manager and the Contractor fail to agree upon the cost of the eliminated work, the Project Manager will unilaterally fix the cost of the eliminated work based upon his estimates of decreased labor and material costs to be incurred by the Contractor. Whether established by agreement of the parties or unilaterally by the Project Manager, to the cost of the eliminated work will be added the allowances for overhead and profit, in accordance with the provisions of Article 5.03, herein.

D. The Contractor shall proceed to immediately revise his schedule to accommodate the changed work upon receipt of a written order to make the changes, notwithstanding the fact that an agreement has not been reached regarding the cost of the changes. The Contractor shall complete the changed work in accordance with the revised schedule. If in the opinion of the Project Manager the Contractor is not performing the changed work in accordance with the revised schedule, the Project Manager may withhold certification of estimates for payment until such time that the Contractor does perform in accordance with the revised schedule. In the absence of a prior agreement as to the effect on time and cost of the changed work, the Contractor shall submit to the Project Manager, within five (5) working days after receipt of a written order to perform changes, his claim for an extension of time and for the additional compensation which he considers necessary as a result of performing the changes; such claim shall contain an itemized cost breakdown of claimed additional compensation. If the Contractor fails to submit in writing his claims for increased compensation or extension of time within five (5) working days after receipt of a written order to perform changes, the Project Manager may make an equitable adjustment of the Contract completion time and compensation based on his judgment of increases or decreases in costs or in time required to complete the Contract due to the changes.

E. When required to perform and complete the changed work in accordance with the revised schedule, the Contractor shall provide additional labor, materials, equipment or other factors of production in excess of those in use before the changed work was ordered.

5.03 EXTRA WORK

A. General.

1. If during the performance of the Contract it shall, in the opinion of the Project Manager, become necessary or desirable for the proper completion of the Contract to order work done or materials or equipment furnished which, in the opinion of the Project Manager, are not susceptible of classification under the unit price items named in the Bid Schedule and are not included in any item in the "Bid Breakdown", the Project Manager, with the approval of the Owner, may order, and the Contractor shall do and perform such work and furnish such materials and equipment. Such labor, material and equipment will be classed as extra work and shall be ordered in writing before such work is started. No extra work will be paid for unless ordered in writing. All claims for extra work shall be submitted to the Owner on standard forms provided by the Owner and shall be supplemented by such other data as the Project Manager may require.

2. Extra work and work involving a combination of increases and decreases in the work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Project Manager and the Contractor before the extra work order is issued. In the negotiation of lump sum or unit prices, the agreed estimated cost of the work plus an allowance for overhead and profit, not to exceed the allowances in Article 5.03 (A) (3), herein, shall be used. In the event the Contractor fails to submit his proposal within the prescribed time, or the Project Manager and the Contractor fail to agree upon a price or time adjustment, or both, within a reasonable time, or if in the judgment of the Project Manager it is impracticable because of the nature of the work or for any other reason to fix the price or to adjust the time for completion before the extra work order is issued, equitable payment for extra work and an equitable adjustment in the contract time for completion of the Contract, if justified, will be made by the Project Manager on the basis of his estimate of increases or decreases in the Contractor's cost of the work due to changes, plus an allowance for overhead and profit in accordance with the schedule set forth in Article 5.03 (A) (3), herein; or at the option of the Project Manager, payment may be made on the basis of cost-plus pursuant to Article 5.03 (A) (3), herein.

3. Extra work and work involving a combination of increases and decreases in the work ordered on the basis of cost-plus will be paid for at the actual necessary cost as determined by the Project Manager, plus allowances for overhead and profit. For work involving a combination of increases and decreases in the work the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the cost of labor, materials or equipment provided for under Articles 5.03 (B), (C) and (D), herein. The allowance for overhead and profit will be made in accordance with the following schedule:

ACTUAL NECESSARY COST	OVERHEAD & PROFIT ALLOWANCE
Labor	15%
Materials	15%

Equipment 15%

The actual necessary cost for labor, materials or equipment will be computed in accordance with Articles 5.03 (B), (C) and (D), respectively, herein. Superintendence, bond and insurance premiums, taxes and other general expense is included under overhead and profit allowance in Article 5.03 (A) (3), herein, and shall not be included in the computation of actual necessary cost. It is understood that labor, materials and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When all or any part of the extra work is performed by a subcontractor, the allowance specified hereinbefore shall be applied to the labor, materials and equipment costs of the subcontractor, to which the Contractor may add five percent (5%) of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the five percent (5%) increase above the subcontractor's total cost which includes the allowances for overhead and profit specified hereinbefore may be applied one time only for each separate extra work transaction. The Contractor shall furnish the Project Manager daily report sheets covering the direct costs of labor and materials and charges for equipment, whether furnished by the Contractor, subcontractor or other forces, and the report sheets shall be signed by the Contractor or his authorized agent. The daily report sheets shall provide names or identifications and classifications of workmen, and hours worked; size, type and identification number of equipment, and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus work. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

B. Labor. The cost of labor used in performing the work by the Contractor, a subcontractor or other forces will be the sum of the following:

1. The actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits, including health and welfare, pension, vacation and similar purposes. The cost of labor may include the wages paid to foremen when determined by the Project Manager that the services of foremen do not constitute a part of the overhead allowance.

2. All payment imposed by State and Federal laws, including, but not limited to, compensation insurance and social security payments.

3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

At the beginning of the Contract and as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid.

C. Materials. The cost of materials used in performing the work will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

1. Cash or trade discounts available to the purchaser shall be credited to the Owner, notwithstanding the fact that such discounts may not have been taken by the Contractor.

2. In materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Project Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.

3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

4. If in the opinion of the Project Manager the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job site less cash or trade discount. The Owner reserves the right to furnish materials for the work and no claim shall be made by the Contractor for costs and profit on such materials.

D. Equipment. The Contractor will be paid for the use of equipment at the rate listed for such equipment specified in the current edition of the U.S. Army Corps of Engineers North Pacific Division (NPD) "Equipment Ownership and Operating Expense Schedule." (See Section 10.) Said rate will be used to compute payments for rented equipment under the Contractor's control through direct ownership. For rented equipment, the Owner will accept rates actually paid, but in no event shall they exceed the rates contained in the current "Rental Rate Blue Book for Construction Equipment," published by Equipment Guide-Book Co., 3980 Fabian Way, Palo Alto, CA 94303 (See Section 10). The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the Owner for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by the Project Manager. The Contractor may furnish cost data, which might assist the Project Manager in the establishment of the rental rate.

1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in Article 5.03 (B), herein.

2. All equipment shall, in the opinion of the Project Manager, be in good working condition and suitable for the purpose for which the equipment is to be used.

3. Before construction equipment is used on the work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Project Manager, in duplicate, a description of the equipment and its identifying number.

4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

5. Individual pieces of equipment or tools having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

6. Rental time will not be allowed while equipment is inoperative due to breakdowns.

E. Equipment on the Work. The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½ hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

2. When daily rates are listed, any part of a day less than four hours of operation shall be considered to be ½ day of operation. When owner-operated equipment is used to perform extra work to be paid for on a cost-plus basis, the Contractor will be paid for the equipment and operator as follows:

   · Payment for the equipment will be made in accordance with the provisions in Article 5.03 (D), herein.

   · Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or in the absence of such labor established by collective bargaining agreements for the type of workmen and location of the work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Article 5.03 (B), herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws and all other payments made to or on behalf of workers other than actual wages.

   · To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 5.03 (A) (3), herein.

F. Special Services. Special extra work or services are defined as that extra work characterized by extraordinary complexity, sophistication or innovation, or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the Project Manager in making estimates for payment for special services.

1. When the Project Manager and the Contractor, by agreement, determine that a special service or extra work is required which cannot be performed by the forces of the

Contractor or those of any of his subcontractors, the special service or extra work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Project Manager, invoices for special services or extra work based upon the current fair market value thereof may be accepted without complete itemization of labor, material and equipment rental costs.

2. When the itemization of labor, materials and equipment rental costs is impractical or not in accordance with established billing practices of the special service industry involved, the Project Manager may accept other evidence of the cost of special services in lieu of itemized invoices.

3. When the Contractor is required to perform extra work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the extra work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.

4. All invoices for special services will be adjusted by deducting all cash or trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Article 5.03 (A) (3), herein, an allowance of five percent (5%) will be added to invoices for special services.

G. When extra work ordered by the Project Manager is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Owner for such work.

H. All extra work performed hereunder shall be subject to all of the provisions of the Contract, and the Contractor's sureties shall be bound with reference thereto as under the original Contract. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the Project Manager for review prior to the performance of any extra work hereunder.

5.04 RIGHT TO AUDIT

A. If the Contractor submits a claim to the Project Manager for additional compensation, the Project Manager shall have the right, as a condition to considering the claim and as a basis for evaluation of the claim and until the claim has been settled, to audit the Contractor's books to the extent they are relevant, as determined by the Project Manager. This right shall include the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plants or such parts thereof as may be or have been engaged in the performance of this Contract. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the Project Manager deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the Project Manager for auditing all relevant accounting records and documents and other financial data, and upon request shall submit true copies of requested records to the Project Manager. The Contractor shall maintain records for materials, equipment, etc. that is used in

calculating payment unit price items etc. for one year after acceptance of the project, i.e., through the guarantee period.

5.05 OVERTIME WORK

A. Except as otherwise provided in this paragraph, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Project Manager in writing. Additional compensation will be paid the Contractor for overtime work only in the event extra work is ordered by the Project Manager, and the change order specifically authorizes the use of overtime work, and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

B. All costs of inspection and testing performed during overtime work by the Contractor that is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The Owner shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Contractor.

C. The City's regular working hours for all employees is eight (8) hours per day and forty (40) hours per week, less paid holiday hours which may occur in a particular week. Regular workdays are Monday through Friday. The City's established paid holidays are as follows:

- New Year's Day – January 1
- Martin Luther King Day – Third Monday in January
- President's Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – First Monday in September
- Veteran's Day, November 11
- Thanksgiving Day – Fourth Thursday in November
- Christmas Day – December 25

Necessary field testing and inspection supplied by the Owner will be on the basis of five (5) eight (8) hour days per week, except for recognized holidays. Any field engineering and inspection required beyond the limits herein will be charged to the Contractor at an overtime rate of 1.5 times the regular billing rate.

5.06 LIQUIDATED DAMAGES

A. The Contractor shall pay to the Owner the amount of One Thousand Dollars ($1,000.00) for each calendar day that expires, not as a penalty but as liquidated damages, if he fails to complete the work or specified parts of the work within the time(s) agreed upon. The periods for which said damages shall be paid shall be the number of calendar days from the agreed date(s) of completion as contained in the Contract, or from the date of termination of any extension of time approved by the Project Manager, to the date(s) the Project Manager certifies completion of work or specified parts of the work to the Owner as provided in Article 5.08, herein. The Owner may deduct the amount of said damages from any monies due or to become due the Contractor.

B. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the

Owner would sustain; and said amount is agreed to be the amount of damages which the Owner would sustain.

C. All times specified in the Contract Documents are hereby declared to be of the essence.

5.07 PROGRESS SCHEDULES

A. Within ten (10) calendar days after award of the Contract, or at such times as may be required by the Project Manager, the Contractor shall submit construction schedules showing the order in which he proposes to carry on the work and the dates when the various parts are to be begun and completed. Schedules shall be subject to the approval of the Project Manager, and if in his opinion a submitted schedule is inadequate to secure the completion of the work in the time agreed upon or is otherwise not in accordance with the requirements of the Contract Documents, he may require the Contractor to submit a new schedule which will assure timely completion of the work. Schedules shall conform to the requirements of the Technical Provisions.

5.08 FINAL ESTIMATE AND PAYMENT

A. After the Contractor has certified to the Project Manager, as provided below, that he believes he has completed all of the work on the Contract, the Project Manager will perform a pre-final inspection. When the Project Manager is of the opinion that the Contractor has completely performed all work required under the Contract, he will report physical completion of the work to the Owner and will recommend acceptance of the work. No final payment of the retained percentage shall be made until the Contractor files with the Owner, following acceptance of the work, a Certification of Compliance in form substantially as follows:

> "I (we) hereby certify that all work has been performed and materials supplied in accordance with the Plans, Specifications and Contract Documents for the above work, and that:
>
> There have been no unauthorized substitutions of subcontractors, nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Project Manager prior to the start of such subcontracted work,
>
> No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor without prior notice having been submitted to the Project Manager together with the names of all subcontractors,
>
> All claims for material, labor and other services performed in connection with these Specifications have been paid,
>
> All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, and the State Tax Commission, associations and/or others have been paid."

B. After acceptance of the work by the Owner's governing body and not more than sixty (60) calendar days after filing of the Notice of Completion, unless otherwise provided in the Supplemental General Conditions, the Owner will make final payment to the Contractor of the

amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items:

1. Liquidated damages, as applicable.

2 Two times the value of any outstanding items of pickup work or punch list items indicated on the Notice of Completion as being yet uncompleted or uncorrected.

5.10 FINAL PAYMENT TERMINATES LIABILITY OF OWNER

A. Final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage. The acceptance by the Contractor of the final payment referred to in Article 5.08, herein, shall be a release of the Owner and his agents from all claims of and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any person relating to or affecting the work, except demands against the Owner for the remainder, if any, of the amounts kept or retained under the provisions of Article 5.08, herein; and excepting pending, unresolved claims filed prior to Notice of Completion under provisions of Article 3.06 (C)

6.01 PERFORMANCE BOND

A. The Contractor shall secure, in accordance with Idaho Code Section 54-1926, with a corporate surety or sureties duly authorized to do business in Idaho and satisfactory to the Owner, a Bond in the amount stated in the Scope of Bid Proposal to guarantee faithful performance of the Contract.

6.02 PAYMENT BOND

A. The Contractor shall secure, in accordance with Idaho Code Section 54-1926, with a corporate surety or sureties duly authorized to do business in Idaho and satisfactory to the Owner, a Bond in the amount stated in the Scope of Bid Proposal to guarantee payment of claims of laborers and material persons under the Contract.

6.03 ADDITIONAL SURETY

A. If, during the life of the Performance and Payment Bonds, any of the sureties named in said Bond become insufficient in the opinion of the Owner, he may require the Contractor to furnish additional sufficient sureties within five (5) calendar days of receipt of written order to do so. In the event the Contractor fails or neglects to furnish sufficient additional sureties, when ordered, within the prescribed time period, the Owner may suspend the work or terminate the Contract, and the Contractor shall have no claim for damages.

6.04 MAINTENANCE AND GUARANTEE

A. The Contractor shall guarantee the entire work constructed by him under the Contract to be free of defects in materials and workmanship for a period of one (1) year following the date of acceptance of the work by the Owner's governing body. The Contractor shall agree to make, at his own expense, any repairs or replacements made necessary by defects in materials and workmanship which become evident within said guarantee period. The Contractor hereby agrees to indemnify and save harmless the Owner, the Project Manager and their officers, agents and employees against and from all claims and liability arising

from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Project Manager. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor and his surety shall be liable to the Owner for the cost of such work.

B. The performance of guarantee and conditions specified in Article 6.04 (A), herein, shall be secured by a Surety Bond, which shall be delivered by the Contractor to the Owner prior to the date on which final payment is made to the Contractor. Said Bond shall be in an approved form and executed by a surety company or companies, in accordance with Idaho Code Section 54-1926, and satisfactory to the Owner in the amount of one hundred percent (100%) of the Contract Price. Said Bond shall remain in force for the duration of the guarantee period specified in Article 6.04 (A), herein. Instead of providing such a bond as described above, the Contractor may, at his option, provide for the Performance Bond furnished under the Contract to remain in force for said amount until the expiration of said guarantee period.

C. Specific guarantees for periods longer than one year may be specified in the Technical Provisions for certain items or portions of the work.

6.05 INSURANCE

A. General. After receipt of Notice of Award and prior to execution of the Agreement by the Owner, the Contractor shall obtain all the insurance required under this article and submit said insurance policies to the Project Manager and Owner for review. In addition, the Contractor shall provide the Project Manager and Owner with corresponding certificates of insurance. The Contractor shall submit copies of this article (6.05 Insurance) to his surety for review prior to issuance of the certificates of insurance. The Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained and reviewed. Unless otherwise specified, all insurance required under this article shall be maintained continuously during the life of the Contract up to the date of acceptance of the work by the Owner's governing body and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with Section 6.04. The Contractor's liabilities under this Contract shall not be deemed limited in any way to the insurance coverage required.

B. Proof of Insurance. The Contractor shall furnish the City Clerk with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been given to the Owner by certified mail."

C. Scope of Insurance. The insurance shall include the specific coverages set out herein and provided on a “claims made” basis and be issued by a company licensed to do business in Idaho with an “A.M. Best Rating” of A-V or better and be written for not less than the limits of liability and coverages provided. In addition, the insurance required herein, except for Worker's Compensation and Employer's Liability, shall name the Owner and their officers, Project Managers, agents, and employees as "additional insured" under the policies.

1. Worker's Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such if its employees are not otherwise protected.
   a. State…….Statutory
   b. Employer's Liability…….....$1,000,000

   The Contractor agrees to waive all rights of subrogation against Owner for work performed under this Contract.

2. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the Owner or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Contractor's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.
   a. Combined Single Limit……..$1,000,000 each occurrence
      $1,000,000 annual aggregate
      Products/Completed Operations…….$1,000,000 each occurrence
      $1,000,000 annual aggregate
      Personal Injury……..…….$1,000,000 each occurrence
      $1,000,000 annual aggregate
   b. Bodily Injury……..$1,000,000 each occurrence
      $1,000,000 annual aggregate
      Property Damage……$1,000,000 each occurrence
      $1,000,000 annual aggregate

   Policies written on a "claims made" basis, certificate shall so specify and policies continue in force for three (3) years after completion of project.

   Policies will include premises/operations, products, completed operations, independent contractors, Owners and Contractors protective, Explosion, Collapse, Underground Hazard, Broad Form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of

motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

a. Bodily Injury……..$1,000,000 each person
$1,000,000 each occurrence

b. Property Damage……$1,000,000 each occurrence
or $1,000,000 combined single limit

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions or insure the activities of its subcontractors in the Contractor's own policy, in like amount.

5. Builder's Risk. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the Total Bid Price. Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor and the Owner. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause, including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplemental General Conditions.

D. Policies shall also specify insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the Owner.

All policies will provide for thirty (30) days written notice prior to any cancellation or non-renewal of insurance policies required under Contract. “Will endeavor” and “but failure to mail such notice shall impose no obligation of liability of any kind upon the Company, its agents, or representatives” wording must be deleted from certificates of insurance.

6.06 INDEMNIFICATION OF OWNER AND PROJECT MANAGER

A. To the fullest extent permitted by law, the Contractor shall indemnify, save, hold harmless, and defend at the Contractor's expense including attorney fees, the Owner, the Project Manager, and their officers, agents, and employees, against and from all claims and liability arising under or by reason of the Contract or any performance of the work, but not from the sole negligence or willful misconduct of the Owner and/or the Project Manager. Such indemnification by the Contractor shall include, but not be limited to, the items included in Article 6.06, Paragraphs (1) through (8), following:

1. Liability or claims resulting directly or indirectly from the alleged negligence or carelessness of the Contractor or his agents in the performance of the work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or his agents;

2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or his agents;

3. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, his agents or the Owner in the performance of this Contract or any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, unless otherwise specifically stipulated in this Contract;

4. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor or his agents;

5. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor or his agents; and

6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

7. The Contractor shall reimburse the Owner and the Project Manager for all costs and expenses, including attorney's fees, incurred by said Owner and the Project Manager in enforcing the provisions of this section.

8. Liabilities or claims arising directly or indirectly from any claims of property damage or personal injury by any person, firm or entity arising out of or related to the work, including, but not limited to, agents and employees of the Contractor, subcontractor and suppliers. This includes a waiver by the Contractors, of any immunity from suit, under the applicable workman's compensation laws.

6.07 LAWS AND REGULATIONS

A. The Contractor shall observe and comply with all Federal, State and local laws, ordinances, codes, orders and regulations which in any manner affect those engaged or employed on the work, the materials used in the work, or the conduct of the work, including I.C. 44-1001 regarding employment of bona fide Idaho residents. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order or regulation, the Contractor shall report the same in writing to the Project Manager. The Contractor shall indemnify and save harmless the Owner, the Project Manager and their officers, agents and employees against all claims or liability arising from violation of any such law, ordinance, code, order or regulation, whether by himself or by his employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in these Specifications shall not in any way limit the obligation of the Contractor to comply with all other provisions of Federal, State and local laws and regulations.

6.08 PERMITS AND LICENSES

A. Unless otherwise provided in the Supplemental General Conditions, the Contractor shall obtain at his own expense all permits and licenses required for prosecution of the work, and shall pay all taxes properly assessed against his equipment or property used in connection with the work.

B. Similarly, the Contractor shall bear all costs relating to traffic control or safeguarding of persons or property required by said agency or utility.

6.09 SALES AND USE TAXES

A. The Contractor shall pay all sales and use taxes assessed by Federal, State or local authorities on materials furnished by the Contractor in performance of the work.

6.10 LABOR DISCRIMINATION

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, disability or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rate of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and education activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Contractor further agrees to comply with all the Nondiscrimination Requirements contained in Appendix “A”, which by this reference is incorporated herein.

6.11 PUBLIC SAFETY AND CONVENIENCE

A. The Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons in the vicinity of the work.

6.12.1 SANITARY PROVISIONS

A. The Contractor shall provide and maintain such sanitary accommodations for the use of its employees and those of its subcontractors as may be necessary to comply with the requirements of State and local health departments.

6.13 FEDERAL SAFETY AND HEALTH REGULATIONS

A. Contractors and subcontractors shall comply with the provisions of the "Safety and Health Regulations for Construction," as promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act", as set forth in Title 29 CFR Part 1926.

B. Contractors and subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970", as set forth in 29 CFR 1926.

6.14 CONTRACTOR'S RESPONSIBILITY FOR LOSSES AND DAMAGE

A. Risk of Loss. Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the work caused by an act of God or other causes as specified for adjustment of time in Article 3.10(C), the Contractor shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from an encumbrance on the line of work, or because the nature of the ground in or on which the work is done is different from what is assumed or on account of the weather, floods or other causes.

B. Materials and Facilities. The Contractor shall be responsible for materials and facilities as hereinafter provided; and in the event of his failure to carry out said responsibilities, the same may be carried out by the Owner at the expense of the Contractor.

1. The Contractor shall be responsible for any material furnished him and for the care of all work until its completion and final acceptance, and he shall, at his own expense, replace damaged or lost material and repair damaged parts of the work.

2. The Contractor shall protect Owner facilities from damage resulting from his work. Owner facilities damaged by or as a result of the Contractor's work under this Contract shall be repaired or replaced, as directed by the Project Manager, at the Contractor's expense.

6.15 BENEFICIAL USE OR PARTIAL UTILIZATION

A. The Owner shall have the right to utilize or place into service any item of equipment or other usable portion of the work prior to completion of the entire project. Whenever the Owner plans to exercise said right, the Contractor will be notified in writing by the Owner, identifying the specific portion(s) of the work to be so utilized or otherwise placed into service, hereinafter referred to as beneficial use.

B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the work to be placed into beneficial use shall be borne by the Contractor. Upon issuance of said written notice of beneficial use, the Owner will accept responsibility for the protection and maintenance of all such items or portions of the work described in the written notice, and it is further understood that the manufacturer's warranties of any affected equipment will commence not later than the date of said notice.

C. The Contractor shall retain full responsibility for satisfactory operation of the total project, however, the Contractor's guarantee period shall commence only after the issuance by the Owner of the final Notice of Completion for the entire project. The Contractor will be given credit for the time already used for that portion(s) previously placed into beneficial use by the Owner with regard to the guarantee period.

7.01 RESIDENT PROJECT REPRESENTATIVE

A. The Project Manager and/or Owner shall furnish the services of a Resident Project Representative, assistants and other staff to assist the Project Manager in observing performance of the work of the Contractor. The furnishing of such services will not make the Project Manager responsible for or give the Project Manager control over construction means, methods, techniques, sequences or procedures or for safety precautions or

programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents and in particular the specific limitations set forth in Section 3 of the General Conditions are applicable.

A. The duties and responsibilities of the RPR are limited to those of the Project Manager to the construction Contract Documents, and are further limited and described as follows.

B. The RPR is the Project Manager's agent at the site, will act as directed by and under the supervision of the Project Manager, and will confer with the Project Manager regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work shall in general be with the Project Manager and the Contractor keeping the Owner advised as necessary. The RPR's dealings with subcontractors shall only be through or with the full knowledge of and under the direction of the Project Manager.

C. Schedules. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor; and consult with the Project Manager concerning acceptability.

D. Conferences and Meetings. Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

F. Liaison.

1. Serve as the Project Manager's liaison and Contractor, working principally through the Contractor's Superintendent and assist in understanding the intent of the Contract Documents; and assist the Project Manager in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.

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

G. Shop Drawings and Samples.

1. Receive samples, which are furnished at the site by the Contractor, and notify the Project Manager of availability of samples for examination.

H. Review of Work, Rejection of Defective Work, Inspection and Tests.

1. Conduct on-site observations of the work in progress to assist the Project Manager in determining if the work is in general proceeding in accordance with the Contract Documents.

2. Report to the Project Manager whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to 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 the Project Manager of the work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

I. Interpretation of Contract Documents. Report to the Project Manager when clarifications and interpretations of the Contract Documents are needed; and transmit to the Contractor clarifications and interpretations as issued by the Project Manager.

J. Records.

1. Maintain at the job site orderly files for correspondence, reports of job conferences, reproductions or original Contract Documents, including all work directive changes, addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, the Project Manager's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

2. Keep a diary or log book recording the Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Send copies to the Project Manager.

3. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials.

K. Reports.

1. Furnish the Project Manager periodic reports as required of progress of work and of the Contractor's compliance with the progress schedule.

2. Consult with the Project Manager in advance of start of important phases of the work.

3. Draft proposed change orders and work directive changes, obtaining backup material from the Contractor and recommends to the Project Manager change orders, work directive changes, and field orders.

4. Report immediately to the Project Manager and the Owner upon the occurrence of any accident.

L. Payment Requests. Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Project Manager, noting particularly the relationship of the payment requested to the schedule of values and work completed.

M. Completion.

1. Before the Project Manager issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.

2. Conduct final inspection in the company of the Project Manager, the Owner and the Contractor, and prepare a final list of items to be completed or corrected.

3. Observe that all items on final list have been completed or corrected, and make recommendations to the Project Manager concerning acceptance.

N. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents unless authorized by the Project Manager;

2. Exceed limitations of the Project Manager's authority as set forth in the General Conditions or the Contract Documents;

3. Undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's Superintendent;

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents;

5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work;

6. Accept Shop Drawing or sample submittals from anyone other than the Contractor;

7. Authorize the Owner to occupy the project in whole or in part; and

8. Participate in specialized field tests or inspections conducted by others except as specifically authorized by the Project Manager.

8.01 TAX REPORTING REQUIREMENTS

A. In accordance with the provisions of Sections 54-1904(A) and 63-3621(A) 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 follow this page. The Contractor shall be responsible for completing the report as necessary and returning the forms to the Owner. **SAID SUBMITTAL SHALL BE REQUIRED AS PART OF THE NOTICE TO PROCEED**.

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 he is engaged is of a transitory character and that in the pursuit thereof his property used therein may be without the State when taxes, excises or license fees to which he is liable become payable, agrees:

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

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

3. that, in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this Contract may withhold from payment due him hereunder the estimated amount of such accrued and accruing taxing units to which said Contractor is liable."

CONTRACTOR

_____

By_____

Name_____

Address_____

_____

(Seal)
ATTEST:

_____

Name_____

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF IDAHO)
) ss.
County of _____)

_____, being first duly sworn, on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he had paid or secured to the satisfaction of the respective taxing units all taxes for which he or his 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 _____ day of _____, 20____.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

(SEAL)

_____
Notary Public for Idaho

Residing at_____

Commission expires_____

TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Description

A. Description of Work

The work to be performed in accordance with this section includes the application of bituminous material followed by the application of a cover material and fog coat.

The Contractor shall provide the necessary equipment, labor and materials to complete the basalt chip sealing and fog coat of those roadways described in the Contract Documents, in accordance with these Specifications, as directed by the Project Manager. All work shall be in accordance with the applicable latest sections of the Idaho Department of Transportation (ITD) Standard Specifications for Road and Bridge Construction, supplemental Specifications, and all recent revisions to the same.

1.2 Quality Assurance

A. Reference Test Standards and Specifications

ASTM D977, Emulsified Asphalt
ASTM D2397, Cationic Emulsified Asphalt

1.3 Submittals

A. Certificates of Compliance

1. Bituminous Prime Coat
2. Bituminous Tack Coat

B. Supplier's Recommendation

1. Mix Design
2. Type and Grade of Bituminous Prime Coat
3. Type and Grade of Bituminous Tack Coat
4. Application Temperature, Dilution Recommendations

1.4 Product Delivery Storage and Handling

Take all necessary precautions in accordance with manufacturer's guidance, industry standards, and applicable rules and regulations in handling, storing and applying emulsified asphalts so as not to damage the product or damage the environment.

2. MATERIALS

2.1 Seal Coat and Fog Coat

A. Surface Preparation

Prior to placement, Post Falls Street Department Crew will clean the pavement. Each particular street must be cleaned not more than 24 hours in advance of the seal coat being applied.

B. Bituminous Materials

Prime coat bituminous material shall conform to the requirements of ITD Standard Specification Section 702.03 for Type CRS-2P emulsion undiluted.
Fog coat material shall conform to specifications equal to BITU-60-Dil.

C. Cover Material

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliche, synthetic materials, organic matter or foreign substances. Aggregate shall originate from basalt rock. The selected cover coat gradation shall be noted on the project documents and will comply with gradation limits listed in Table 2.1.

All aggregates must be washed prior to gradation.

The grading shall meet the following requirements when tested in accordance with the requirements of applicable ITD Test Methods.

Table 2.1 Cover Coat Aggregate

Sieve Size	3/8" Nominal Maximum Aggregate	No. 4 Nominal Maximum Aggregate
3/8"	100	
¼"	--	100
No. 4	0-25	0-100
No. 8	0-5	0-40
No. 16	--	0-10
No. 50	--	0-5
No. 200	0-1.0	--

A representative portion of the coarse material will be obtained and tested by the owner from the contractor's aggregate supply prior to construction.

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following requirements:

Maximum loss of 9 percent at 100 revolutions.

Maximum loss of 40 percent at 500 revolutions.

The percent of carbonates in aggregate shall be a maximum of 30.

The percent of crushed faces on aggregate retained on #4 sieve shall be at least 70 when tested in accordance with AASHTO T 335, Method 1.

The Flakiness Index shall be a maximum of 25 when tested. The cleanness value shall be a minimum of 80 when tested in accordance with ITD T-72.

The Bulk Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with AASHTO T-85.

D. Rate of Application

The rate of application for the bituminous material shall be approximately 0.32 to 0.37 gallons per square yard for 3/8-inch nominal maximum aggregate and the rate of application shall be 0.20 to 0.25 gallons per square yard for ¼ inch (No. 4) nominal maximum aggregate or as determined by the Project Manager. The rate of application for the cover material shall be approximately 24 to 30 pounds per square yard for 3/8-inch nominal maximum aggregate and 10 to 15 pounds per square yard for ¼ inch (No. 4) nominal maximum aggregate or as determined by the Project Manager.

E. Application Temperatures

At the time of application, the temperature of the bituminous material shall be between 125 degrees and 185 degrees Fahrenheit.

3. EXECUTION

3.1 Preliminary Investigation of the Work

Verify all preliminary work has been performed in accordance with the Plans and Specifications prior to application of seal coat.

3.2 Weather Limitations

The seal coat shall be placed only when the roadway surface is dry and there is no imminent threat of rain. The roadway surface temperature must be at least 85 degrees Fahrenheit and rising, with air temperature of at least 65 degrees Fahrenheit.

3.3 Seal Coat Application

A. Preparation of Surface

1. Post Falls Street Department's Responsibility

Immediately before applying the bituminous material, the area to be surfaced shall be cleaned of dirt and other objectionable material by the City of Post Falls Street Division Crew. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. In rural areas, power brooms

may be used. When necessary, cleaning shall be supplemented by hand brooms.

The bituminous material shall not be applied until an inspection of the surface has been made by the Project Manager and surface is determined to be suitable.

2. Contractor's Responsibility

All manhole and valve covers will be located and required to have adequate protection from the bituminous material. The protection will be removed within 48 hours after the basalt chip seal has been applied and covers will be in acceptable operating condition.

The bituminous material shall not be applied until an inspection of the surface has been made by the Project Manager and surface is determined to be suitable.

3. Application of Bituminous Material

The bituminous material shall be applied as soon as possible after preparation of surfaces. At the time of application, roadway surface temperatures shall be within the ranges specified in 3.2. Application methods shall ensure that a uniform distribution is obtained over the area to be sealed. The cover coat aggregate shall be spread immediately after bituminous material has been applied, but no longer than 3 minutes shall elapse before aggregate application. In no instance shall the bituminous material be allowed to set prior to cover coat aggregate application. The maximum distance that the bituminous material is applied in advance of the chips will be determined by the Project Manager.

The surfaces of structures, trees and shrubbery adjacent to the areas being seal coated shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage to such structures or landscaping, as well as vehicles.

4. Application of Cover Material

Immediately following the application of the bituminous material, the cover coat aggregate shall be spread with a self-propelled mechanical spreader. The spreading equipment shall be capable of applying a uniform application of cover coat aggregate. The self-propelled requirement may be waived for projects fewer than 10,000 square yards.

At the time of application, aggregate shall be within the temperature range of 250 degrees and 350 degrees Fahrenheit measured at a point 6 to 12 inches below the top of the load.

At the time of application, uncoated aggregate shall not contain moisture in excess of a saturated, surface dry condition when liquid or paving grade asphalt is used as the seal coat binder.

The application rate for cover material shall be as specified in 2.1.D of this specification.

3.4 Rolling

Immediately following the application of the cover material, the surface shall be rolled with three self-propelled pneumatic-tired rollers. Elapsed time from cover coat application to initial rolling shall not exceed 5 minutes. Three coverages each shall be made with the pneumatic rollers. Each roller shall carry a minimum of 2,000 pounds on each wheel and a minimum of 60 psi in each tire. The rollers shall not travel in excess of 12 miles per hour. A minimum of three self-propelled pneumatic rollers shall be required for all project areas.

3.5 Joints

All joints shall be constructed as approved by the Project Manager such that there is a uniform application of cover material and bituminous material.

3.6 Distributing Equipment

Distributor trucks shall be of the pressure type with insulated tanks. Gravity distributors will not be permitted.

Spray bars and extensions shall be of the full circulating type. The spray bar shall be adjustable to permit varying height above the surface to be treated.

The nozzle spacing, center-to-center, shall not exceed six (6) inches. The valves shall be operated so that one or all valves may be quickly opened or closed in one operation. The valves that control the flow from the nozzles shall be of a positive acting design so as to provide a uniform, unbroken spread of bituminous material on the surface.

The distributor shall be equipped with devices and charts to provide for accurate, rapid determination and control of the amount of bituminous material being applied. The distributor shall be equipped with an adequate speedometer of the auxiliary wheel type or electronic meter device measuring ground speed in feet per minute. The distributor shall also be equipped with pressure gauges and an accurate thermometer for determination of the temperature of bituminous material. The spreading equipment shall be designed so that uniform application of a bituminous material can be applied in controlled amounts ranging from 0.05 to 2.0 gallons per square yard. Transverse variation rate shall not exceed ten (10) percent of the specified application rate. The distributor shall be equipped with a hose and nozzle attachment to be used for spotting skipped areas and areas inaccessible to the distributor. Distributor and booster tanks shall be maintained as to prevent dripping of bituminous material from any part of the equipment.

Equipment that fails to perform satisfactorily shall be removed from the job and replaced with equipment that meets the standards and satisfactorily performs.

3.7 Fog Seal

Following the cleanup of the basalt chip seal by the contractor, the streets that are listed will be fog sealed using bituthene Bitu-60 or a comparable material at an application rate of 0.10 minimum to 0.12 gallons per square yard using equipment that meets or exceeds the standards in 3.6.

The surfaces of structures, trees and shrubbery adjacent to the areas being fog sealed shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage to such structures or landscaping, as well as vehicles.

END OF DOCUMENT

Appendix A

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, disability or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, age, disability or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Ross Junkin, Maintenance Manager
From: Field K. Herrington, Deputy City Attorney
Date: April 20, 2022
Re: April 20, 2022, Bid Opening – 2022 Asphalt Basalt Chip Seal and Fog Seal

---

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805, and the required information contained in the notice inviting bids. On or about April 20, 2022, I received copies of two (2) bids that were received and opened by the City Clerk, Shannon Howard at or about 11:00 a.m. on April 20th, 2022.

The bids consisted of bids from Poe Asphalt Paving, Inc. ($441,228.04) and Road Products, Inc. ($657,399.45).

I have reviewed the submittal from the apparent low bidder, Poe Asphalt Paving, Inc. ("Poe Asphalt"). Based upon the bit total sheet, Poe Asphalt appears to be the lowest responsive bidder. I did a cursory review the other bid as well, but it has not been thoroughly reviewed and no analysis is presented here. However, if a need for such review is required, I will be glad to accommodate.

My review of the Poe Asphalt bid leads me to conclude, on a purely legal level, Poe Asphalt is the lowest responsive bidder, and if the City intends to award the bid, then the bid should be awarded to Poe Asphalt. My conclusion is based upon the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that the submittal by Poe Asphalt was timely.
2. The submittal was provided on the required form and with the required attachments:
    a. Completed proposal;
    b. 5% Bid Bond;
    c. Bidder information;
    d. Executed Non-Collusion Affidavit;
    e. The attestations and documents were executed by the president of the corporation.
3. I researched the Public Works License of Poe Asphalt to confirm the validity of the license, the level of the license, and the approved types of work. Poe Asphalt is a licensed Public Works Contractor with an "Unlimited" license No. PWC-C-12496. Pursuant to Idaho Code § 54-1904 a Class "Unlimited" license is issued for any

> contractor whose qualifications, ability, and responsibility to execute contracts for public works involving an estimated cost of more than five million dollars ($5,000,000). The holder of a Class "Unlimited" license shall be entitled to engage in the public works contracting business in the state as provided in said license. I have attached the copy of the license information for your records.

Based upon my review Poe Asphalt is compliant with Idaho Law, the city of Post Falls procurement standards, and is the lowest responsive bidder at $441,228.04, which is $216,171.41 lower than the other responsive bidder, Road Products, Inc.

I did not review the details of the plans or specifications and did not see any proposed alternates or modifications. I will defer to you on the technical aspects of the bid, as I lack the requisite knowledge and skills to theorize on the technical aspects.

Should you have any questions, please feel free to contact me.

Very Truly Yours,

Field K. Herrington
Deputy City Attorney

Enclosures

NOTICE OF AWARD

To: Poe Asphalt Paving, Inc.

PROJECT DESCRIPTION:

2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL

The Owner has considered the Proposal submitted by you for the above-described Project.

You are hereby notified that your Proposal has been accepted for items in the amount of $ 441,228.04

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice. If you do not, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and your Proposal Guarantee forfeited. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____

CITY OF POST FALLS
(Owner)

By _____

Title: Ronald G. Jacobson, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

_____

this _____ day of _____, 20____.

By _____

Title _____

NOTE: Two (2) copies of this form are enclosed for the Contractor's signature.

AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of May 2022 by and between the City of Post Falls, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter called Owner, and Poe Asphalt Paving, Inc. whose address is 2732 N. beck Rd, Post Falls, ID 83854 hereinafter called Contractor.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor agrees to perform and complete in a workmanlike manner all work required under the Bid Schedule of the Owner's Contract Documents and Specifications entitled "**2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT**," in accordance with the Specifications and Drawings therefore, to furnish, at his own expense, all plant, temporary structures, labor, services, materials, equipment, tools, supplies, transportation, utilities, and all other items and facilities necessary therefore, except for such materials, equipment, and services as may be stipulated in said Specifications to be furnished by the Owner, and to do everything required by this Agreement and said Specifications and Drawings.

ARTICLE II. The Contractor shall be responsible for furnishing all said labor, services, materials, equipment, and supplies; furnishing and removing all plant, temporary structures, tools, supplies, transportation, utilities, and all other items and facilities and equipment, and doing everything required by the Contract Documents; also, for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by the Owner; and for completing the work in accordance with the requirements of said Specifications and Drawings. The Owner will pay, and the Contractor shall receive, in full compensation therefore, the sum named in Article IX below.

ARTICLE III. The parties recognize that the work to be performed under this contract will cause an inconvenience to the motoring public during the times that the work is being performed and may result in some frustration on the part of the public. The Contractor shall be responsible to ensure that the Contractor's employees and/or agents are courteous and respectful to the public at all times during the performance of the work.

ARTICLE IV. The Owner hereby employs the Contractor to perform the work according to the terms of this Agreement for the sum set forth in Article IX, and agrees to pay the same, at the time, in the manner, and upon the conditions stipulated in the said Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V. The Contract Documents shall be comprised of the documents listed and defined in Paragraph 1.07, "Contract Documents," of the General Conditions.

ARTICLE VI. The Contractor agrees to a one (1) year guarantee period for all labor, material and workmanship after receiving the Certificate of Substantial Completion.

ARTICLE VII. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed, ***but not before July 10, 2022***.

ARTICLE VIII. The Contractor shall furnish and install barriers and warning lights to prevent accidents and save the City harmless from all claims for injury to person or property resulting from the Contractor's actions or omissions in performance of this Contract, and to that end shall maintain insurance as specified in Section 8 of the Supplementary Conditions.

ARTICLE IX. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of **$441,228.04**

ARTICLE X. **The Contractor shall complete all work by August 19th, 2022**.

ARTICLE XI. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions and such amounts as required by the Contract Documents.

ARTICLE XII. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

ARTICLE XIII. If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum of $1,000.00 for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages.

ARTICLE XIV. The required Bonds shall be held in full force until the Final Acceptance has been issued.

ARTICLE XV. The Contractor agrees to comply with the requirements of I.C. 44-1001.

ARTICLE XVI. This Agreement has and shall be construed as having been made and delivered in the State of Idaho, and the laws of the State of Idaho shall be applicable to the construction and enforcement of this Agreement or any provision hereto. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho and may not thereafter be removed to any other state or federal Court. Each party shall be responsible for its own fees and costs.

ARTICLE XVII. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

ARTICLE XVIII. **ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO:** The clauses contained in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City's support or opposition to these clauses nor acknowledgement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

(1) **Boycotting Israel**: If payments under this Agreement exceed one hundred thousand dollars ($100,000) and Consultant employs ten (10) or more persons, then Consultant certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

(2) **Contract with Abortion Providers**: To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

(SEAL)

CITY OF POST FALLS, IDAHO

By: _____
Ronald G. Jacobson, Mayor

Attest: _____
Shannon Howard, City Clerk

(SEAL)

_____
Contractor

By: _____
Signature

_____
Title

**** END OF SECTION ****

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That Poe Asphalt Paving, Inc. as Contractor, and _____ as Surety, are held firmly bound unto the City of Post Falls, Idaho, hereinafter called "Owner," in the sum of FOUR HUNDRED FORTY ONE THOUSAND TWO HUNDRED TWENTY EIGHT dollars and FOUR CENTS ($441,228.04), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said Owner to perform the work as specified or indicated in the Contract Documents entitled "**2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL**."

NOW THEREFORE, if said Contractor fails to perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified therein, said Surety will pay for same in an amount not exceeding the sum specified above, and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

Wherever Contractor shall be, and declared by the City of Post Falls to be in default under the Contract, the City of Post Falls having performed the City of Post Falls' obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

> Obtain a bid(s) for the submission to the City of Post Falls for completing the Contract in accordance with its terms and conditions, and upon determination by the City of Post Falls and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City of Post Falls and make available as work progresses (even though there should be a default or a succession of defaults under the Contract(s) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City of Post Falls to the Contractor under the Contract and any amendments thereof, less the amount properly paid by the City of Post Falls to the Contractor.

This Bond is furnished pursuant to Idaho Code.

SIGNED AND SEALED, this _____ day of _____, 20____.

(SEAL)

_____	_____
(Contractor)	(Surety)
By: _____	By:_____
(Signature)	(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

PERFORMANCE BOND SHALL MEET REQUIREMENTS OF IDAHO CODE - SECTION 54-1926.

**** END OF SECTION ****

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That Poe Asphalt Paving, Inc. as Contractor, and _____ as Surety, are held firmly bound unto the City of Post Falls, Idaho, hereinafter called "Owner," in the sum of FOUR HUNDRED FORTY ONE THOUSAND TWO HUNDRED TWENTY EIGHT dollars and FOUR CENTS ($441,228.04) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said Owner to perform the work as specified or indicated in the Contract Documents entitled "**2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL**."

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for same in an amount not exceeding the sum specified above, and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20____.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
By:_____	By:_____
(Signature)	(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)
PAYMENT BOND SHALL MEET REQUIREMENTS OF IDAHO CODE - SECTION 54-1926.

SUBCONTRACTOR'S NON-COLLUSION AFFIDAVIT
(TO BE SUBMITTED PRIOR TO AWARD BY EACH SUBCONTRACTOR NAMED BY THE APPARENT LOW BIDDER)

State of _____)
) SS
County of _____)

_____, being first duly sworn, deposes and says

that he/she is _____ of _____,

the party submitting a Bid for a subcontract covering:

_____

(Describe nature of subcontract)

that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the principal Contractor or anyone interested in the proposed subcontract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

The provisions of this affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one Bidder from submitting separate sub-proposals or quoting prices for materials or work to other Bidders.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day

of _____, 20____.

_____
Notary Public

My Commission Expires _____
(Seal)

NOTICE TO PROCEED

To: _____ Date: _____

_____

_____

Project Description:
CITY OF POST FALLS
2022 ASPHALT BASALT CHIP SEAL
AND FOG SEAL PLACEMENT

You are hereby notified to commence Work in accordance with the Agreement dated May 3rd, 20232, within ten (10) calendar days after the date of Notice to Proceed, but not before July 10, 2022 and you are to complete the Work by August 19th, 2022. The date of completion of all Work is, therefore, August 19th, 2022.

CITY OF POST FALLS, IDAHO

By _____
Ronald G. Jacobson, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____

this _____ day of _____, 20____.

By _____

Title _____

NOTE: Two (2) copies of this form are enclosed for the Contractor's signature.

CONTRACT CHANGE ORDER FORM

CONTRACT CHANGE ORDER

DATE: _____ CHANGE ORDER NO. _____

CONTRACT: 2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

OWNER: City of Post Falls

TO: _____
(Contractor)

You are hereby requested to comply with the following changes.

Description of Changes (Supplemental Plans and Specifications attached)	DECREASE in Contract Price	INCREASE in Contract Price
See attached spreadsheet	$	$
TOTALS	$	$
NET CHANGE IN CONTRACT PRICE	$	$

JUSTIFICATION: Added/Deleted ___ miles of chip and fog seal to our "2022 Asphalt Basalt Chip Seal and Fog Seal Placement"

The amount of the Contract will be (Increased/Decreased) by the sum of: _____ ($00,000.00).

The Contract Total, including this and previous Change Orders, will be:
_____ _____ ($000,000.00).

The Contract Period provided for completion will be ____ Days.

This document will become a supplement to the Contract and all provisions will apply hereto.

ACKNOWLEDGEMENT OF CHANGE ORDER LIMITS
BY CONTRACTOR

Change Order No. _____

The increase or decrease in Contract Price and/or Contract Time stated in each and every Change Order shall unequivocally comprise the total price and/or time adjustment due or owed the Contractor for the work or changes ordered by the Change Order. By executing the Change Order, the Contractor acknowledges and agrees that the stipulated price and/or time adjustments represent full compensation for all increases or decreases in cost or the time required to perform the Contract as a whole arising directly or indirectly from the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay and cumulative impacts or ripple effect on all other non-affected work under Contract not changed by the Change Order. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or time, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of this Change Order constitutes an agreement between Owner and Contractor that the Change Order represents an equitable adjustment to the Contract, and that the Contractor will waive all rights to file a claim on the Change Order after it is properly executed.

All Change Orders shall include a written record, submitted by the Contractor that states the basis of cost amount, including time and materials data that enables the Owner to determine the necessity and reasonableness of the Change Order.

_____ _____
(Owner) (Date)

Reviewed by_____ _____
(Owner's Architect/Project Manager) (Date)

_____ _____
(Contractor) (Date)

CERTIFICATION
Idaho Statute 44-1001
Employment of Residents of Idaho

_____
(Project Name)

I, _____, certify as _____of
(Name) (President / Owner / Other)

_____ that we complied with Idaho Statute 44-1001
(Company Name)

"Employment of Residents of Idaho", during the period of time for which Pay Request No. ____ was processed.

SIGNATURE: DATE:

_____ _____
(Signature)

_____
(Print Name)

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

This standard form is intended as a guide only. Many projects require a much more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by the Owner or the Contractor at the time the Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the law provides), and the Contractor elects, the deposit of securities in lieu of retainage. Refer to Section 5 of the General Conditions for provisions concerning payments to the Contractor.

B. COMPLETING THE FORM

The Bid Breakdown, submitted and approved as provided in Paragraph 5.01 of the General Conditions, should be copied in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of their installation. All Change Orders affecting the Contract Price should be identified and include such supplemental Schedules of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. PROJECT MANAGER'S REVIEW

The Project Manager must review all Applications for Payment with care to avoid recommending any payments not yet earned by the Contractor. The Owner’s attorney should review all accompanying documentation of legal nature, such as lien waivers, and the Project Manager should so advise the Owner.

**** END OF SECTION ****

APPLICATION FOR PAYMENT NO. _____

To_____

Contract for 2022 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

Owner's Contract No._____ Project Manager's Project No.____

For work accomplished through the date of _____.

Item	Contractor's Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
	$		$		$
Total (Orig. Contract) C.O. No. 1 C.O. No. 2			$		$

Accompanying Documentation:	Gross Amount Due.....	$
	Less ____% Retainage.....	$
	Amount Due To Date.....	$
	Less Previous Payments…….....	$
	Amount Due This Application…	$

Contractor's Certification:

The undersigned Contractor certifies that 1) all previous progress payments received from the Owner on account of work done under the Contract referred to above have been applied to discharge in full all obligations of the Contractor incurred in connection with the work covered by prior Applications for Payment numbered 1 through _____ inclusive; 2) title to all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to the Owner at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to the Owner indemnifying the Owner against such lien, claim, security interest or encumbrance); and 3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated_____, 20____ _____
Contractor

By: _____
(Authorized Signature)

Payment of the above Amount Due of This Application is recommended.

Dated_____, 20____ _____
Project Manager

PUBLIC WORKS CONTRACTOR'S AFFIDAVIT
AS TO OPERATIONS IN THE STATE OF IDAHO
DURING THE PAST FIVE YEARS

STATE OF IDAHO)
) ss.
County of _____) ss.

_____, being first duly sworn, on oath deposes and says:

That during the past five (5) years, I have contracted or operated within only the counties and cities as listed on Exhibit A, attached hereto and by reference made a part hereof, within the State of Idaho, in such manner as to expose the Contractor to assessment of taxes, excises or license fees assessable or chargeable by such political subdivisions within the meaning or Idaho Code Title 63, Chapter 15.

_____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

(SEAL)

_____
Notary Public for Idaho

Residing at _____

Commission expires_____

GENERAL CONDITIONS
DEFINITIONS

Wherever used in these Contract Documents or Specifications, the following terms have the meanings indicated.

1.01 OWNER

A. The word "Owner" shall mean the city of Post Falls so named in the Contract Documents, and who is referred to throughout the Contract Documents as singular in number and masculine in gender. The term "Owner" shall mean the Owner or his authorized representatives. All necessary action by the Owner pertaining to the Contract will be taken by legally constituted authorities empowered to act on behalf of the Owner.

1.02 PROJECT MANAGER

A. The word "Project Manager" shall mean the individual or firm authorized by the Owner to oversee the performance of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Owner. The responsibility of the Project Manager under this Contract shall be limited and does not include responsibility for the superintendence of construction processes, site conditions, operations, equipment, personnel or the maintenance of a safe place to work or any safety in, on or about the site of the work. The City's Public Works Director shall identify the Project Manager at the beginning of the project and if changes are made to the Project Manager role.

1.03 RESIDENT PROJECT REPRESENTATIVE

A. The words "Resident Project Representative" shall mean the individual authorized by the Owner to provide construction observation and administer the execution of the construction phase of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Owner. The responsibility of the Resident Project Representative under this Contract shall not include responsibility for the superintendence of the construction process, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on or about the site of the work. Where a Resident Project Representative is provided at the site of the work, said person shall be the sole authorized representative of the Owner and the Project Manager on-site relations with the Contractor.

1.04 CONTRACTOR

A. The word "Contractor" shall mean the party entering into Contract with the Owner for performance of the work called for in the Contract Documents, including the Contractor's authorized agents.

1.05 SUBCONTRACTOR

A. The word "Subcontractor" shall mean any person, firm or corporation entering into agreement with the Contractor for performance of any part of the Contractor's obligation under the Contract, and whose contractual obligations are with the Contractor and not with the Owner.

1.06 CONTRACT

A. The word "Contract" shall mean the agreement between the Owner and the Contractor for the satisfactory performance of the construction work indicated on the Drawings and specified herein and the consideration therefore, all as evidenced by the Contract Documents.

1.07 CONTRACT DOCUMENTS

A. The "Contract Documents" shall comprise the following documents, including all additions, deletions, modifications and appendices and all addenda thereto as prepared prior to the date of the Bid Opening setting forth modifications or interpretations of any of said documents and all change orders properly executed and agreed to by the Owner and the Contractor during the conduct of the work–Scope of Bid Proposal, Instructions to Bidders, Proposal, Information Required of Bidder, Bid Bond, Contractor's Non-Collusion Affidavit, Notice of Award, Agreement, Performance Bond, Payment Bond, and all certificates attached hereto, Subcontractor's Non-Collusion Affidavit, Notice to Proceed, Public Works Contractor's Affidavit As To Operations in the State of Idaho…., General Conditions, Supplemental General Conditions, Technical Provisions, Drawings, all addenda and Change Orders executed pursuant to the provisions of the Contract. Soils reports, if any, are provided for the convenience of the Contractor for information only, and are <u>not</u> a part of the Contract Documents.

1.08 SPECIFICATIONS

A. The word "Specifications" shall mean that portion of the Contract Documents comprising the Scope of Bid Proposal, Instructions to Bidders, Proposal, Bidder Information, General Conditions, Supplemental General Conditions, and the Technical Provisions of the Contract, and all referenced portions of material and testing standards and standard specifications, together with all addenda and change orders issued with respect thereto.

1.09 DRAWINGS; CONTRACT DRAWINGS

A. The words "Drawings" or "Contract Drawings" shall mean that portion of the Contract Documents comprising all Drawings, Plans, maps, profiles, diagrams or other graphic representations delineating the location, nature, extent and form of the work, together with applicable details.

1.10 DATE OF COMPLETION

A. Completion of the work as referred to herein shall mean substantial completion as determined by the Project Manager. The date of such substantial completion of a project or specified area or part of a project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any change orders

agreed to by the parties, so that the Owner can occupy or utilize the project or specified area or part of the project for the use and purpose for which it was intended. The Contractor shall not be relieved by issuance of a Notice of Completion from meeting all of the requirements of the Contract Documents, and is further obligated to complete or correct all outstanding items of work listed on any attachments to the Notice of Completion within the time specified thereon.

2.01 INTENT OF CONTRACT DOCUMENTS

A. The intent of the Contract Documents is that the Contractor furnish all labor, materials, equipment and services, except as may be specifically noted otherwise, which are required or necessary to fully complete the construction work.

2.02 SPECIFICATIONS AND DRAWINGS COMPLEMENTARY

A. The Specifications and Drawings are complementary, and what is called for in one shall be as binding as if called for in both.

2.03 DISCREPANCIES IN THE CONTRACT DOCUMENTS

A. Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the Project Manager who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors, omissions or ambiguities, but shall comply with any corrective measures regarding the same prescribed by the Project Manager.

2.04 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. In resolving conflicts resulting from conflicts, errors, ambiguities or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Agreement
2. Specifications
3. Drawings

B. Within the Specifications, the order of precedence is as follows:

1. Addenda
2. Supplemental General Conditions
3. Scope of Bid Proposal
4. Instructions to Bidders
5. General Conditions
6. Technical Provisions
7. Referenced Standard Specifications
8. Proposal

C. With reference to the Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings

3. Change order drawings govern over contract drawings
4. Contract drawings govern over standard drawings
5. Contract drawings govern over shop drawings

2.05 REFERENCE TO STANDARDS OR PUBLICATIONS

A. Any reference made in the Contract Documents to any specification, standard or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard or publication in effect as of the date of advertising the work, except to the extent that said standards or publications may be in conflict with applicable laws, ordinances or governing codes. No requirements of the Specifications or the Drawings shall be waived because of any provisions of, or omission from, said standards or publications.

2.06 REFERENCES TO PROPRIETARY PRODUCTS (Not Used)

2.07 CONTRACT DOCUMENTS FURNISHED TO CONTRACTOR

A. Following execution of the Agreement, the Owner will furnish to the Contractor one (1) set of the Contract Documents, including Specifications together with reduced Drawings, if any.

3.01 PROJECT MANAGER'S AUTHORITY

A. The Project Manager shall have final technical authority on matters concerning 1) all questions which may arise as to the quality and acceptability of proposed substitute materials or equipment; 2) interpretation of Contract Documents; 3) technical review authority over all change orders; and 4) all questions as to the acceptable fulfillment of the Contract by the Contractor.

B. The Project Manager shall have final technical authority on matters concerning 1) the quality and acceptability of materials and equipment furnished to meet the provisions of the Contract Documents; 2) rate of progress of the work; 3) review of quantities of work performed by the Contractor for pay purposes; 4) technical review of overall construction-related change orders 5) Contract Administration; and 6) Project Manager-Owner-Contractor relations. The Resident Project Representative shall serve as the primary Owner/Project Manager contact with the Contractor during the work, and all communications between the Project Manager and the Contractor and between the Owner and the Contractor shall be handled by utilizing the Resident Project Representative as their contact representative.

C. Any difference which may arise between the Contractor and any other prime contractors will be mediated by the Project Manager; however, the Project Manager will not mediate disputes between the Contractor and his subcontractors or suppliers.

D. Neither the Project Manager's authority or responsibility under this article or under any other provision of the Contract Documents nor any decision made by the Project Manager 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 the Project Manager shall create, impose or give rise to any duty owed by the Project Manager to the

Contractor, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

E. The Project Manager will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the work. The Project Manager will not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

F. The Project Manager will not be responsible for the acts or omissions of the Contractor or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

G. The Project Manager's review of the final Application for Payment and accompanying guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered 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.

H. The limitations upon authority and responsibility set forth in this section shall also apply to the Project Manager's consultants, Resident Project Representative and assistants.

3.02 LEGAL ADDRESS OF CONTRACTOR

A. The address given in this agreement is hereby designated as the place to which all notices, letters and other communications to the Contractor will be mailed or delivered. The mailing or delivering to said address of any notice, letter or other communication shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Project Manager.

3.03 CONTRACTOR'S DAILY REPORTS

A. Except where otherwise provided, the Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the Project Manager, and shall be submitted to the Project Manager at the conclusion of each workweek.

3.04 RIGHTS-OF-WAY

A. Lands or rights-of-way for the work to be performed under the Contract will be provided by the Owner as shown on the Drawings. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. Neither the Owner nor the Project Manager shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

3.05 CONTRACTOR'S OBLIGATIONS

A. The Contractor, at his own sole cost and expense, shall perform all labor and services and furnish all the materials, tools and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the work required by these Contract Documents, in the manner and within the time stipulated in the Technical Provisions. If, at any time before the commencement or during the progress of the work or any part of it, the Contractor's methods or appliances appear to the Project Manager to be unsafe, inefficient or inadequate for securing the safety of the workers, the quality of the work required, or the rate of progress stipulated, he may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at his own expense; but neither the making of such demands by the Project Manager nor the failure to make such demands shall relieve the Contractor of his obligation to secure the safe conduct of the work, the quality of work required, and the rate of progress stipulated in the Contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his appliances and methods, and for any damage, which may result from their failure or their improper construction, maintenance or operation. All the labor and materials shall be performed and furnished strictly pursuant to and in conformity with the Contract Documents, the lines and grades and other directions of the Project Manager as given from time to time during the progress of the work under the terms of the Contract, and in accordance with working drawings to be furnished from time to time as provided herein. The Contractor shall complete the entire work to the satisfaction of the Project Manager and in accordance with the Specifications and Drawings herein mentioned, at the prices fixed in the Contract. The amount of any applicable sales or use tax imposed by the State or any political subdivision or municipality thereof shall be included in the prices named in the Bidding Schedule(s).

B. A technically qualified, English-speaking supervisor or superintendent shall be designated in writing as the Contractor's Representative at the site, and shall supervise or superintend the work and shall provide competent supervision of the work until its completion. The supervisor or superintendent shall have full authority to act on behalf of the Contractor, and all directions given by the Project Manager to said supervisor or superintendent shall be considered as having been given to the Contractor. If said supervisor or superintendent is not present on that part of the work where the Project Manager desires to give instructions, such instructions may be given by the Project Manager to the foreman in charge of the particular work to which the instructions apply. Such instructions given to a foreman likewise shall be considered given to the Contractor. Such instructions given by the Project Manager to said supervisor, superintendent or foreman will be confirmed in writing. All instructions and directions given by the Project Manager will be limited to matters properly falling within the Project Manager's authority as specified in Article 3.01, herein, and shall be effective when given, regardless if written or oral.

C. The Contractor's supervisor or superintendent shall be present at the site of the work at all times while work under the Contract is in progress. Failure to observe this requirement shall be considered as suspension of the work by the Contractor, until such time as such supervisor or superintendent is again present at the site; and no payment will be allowed for any work performed in the absence of such supervisor or superintendent. Work performed in violation of these provisions is subject to removal and reconstruction or reinstallation under the required supervision. No extensions of time will be granted, nor will additional payment be allowed for any costs to the Contractor of slowdown, delays, idled equipment, or any other costs incurred by the Contractor as the direct or indirect result of such suspension. If in the normal conduct of the business of the Contractor it may

become necessary for the designated supervisor or superintendent to leave the site of the work for any reason, the Contractor shall provide an authorized alternate, and a written notice shall be provided to the Project Manager prior to any such absence specifically designating the name of the person authorized to act on behalf of the Contractor during the absence of the designated supervisor or superintendent. Whenever the work is defined as being suspended under the provisions of this paragraph, any such suspension in excess of 15 days shall be just cause for the Owner to terminate the Contract under the provisions of Article 3.14, herein.

3.06 CLAIMS AND PROTESTS

A. If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any order, instruction or decision of the Project Manager, his Resident Project Representative or of any inspector to be unfair, he shall immediately upon receipt of such order, instruction or decision ask for a written confirmation of same. Upon receipt of written confirmation, the Contractor shall proceed without delay to perform the work or to conform to the order, instruction or decision; but, unless the Contractor finds such order, instruction or decision satisfactory, he shall, within 5 calendar days after receipt of same, file a written protest with the Project Manager stating clearly and in detail his objections and the reasons therefore.

B. Any decision, order, instruction, notice, or act of omission of the Project Manager to which the Contractor has submitted a protest shall be final and conclusive on the Contractor if he fails to submit or document a statement of his factual and legal contentions with respect thereto in the manner and within the times above specified prior to the Notice of Completion; and such failure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature; provided that the Project Manager may, if the Contractor shows good cause and if the interests of the Owner will not be prejudiced, consider and decide a properly documented protest on its merits notwithstanding the Contractor's failure to submit it within the time above stated. The foregoing provision shall create no right in the Contractor, and failure or refusal of the Project Manager to exercise his authority thereunder shall not be subject to claim by the Contractor.

C. All protests under this article will be disposed of by agreement between the Project Manager and the Contractor, except that when agreement cannot be reached, the protest will be disposed of by the Project Manager's decision. The Contractor will be informed of the Project Manager's decision within 10 calendar days after the Contractor last submits data pertinent to the protest as provided for in Article 3.06 (A) and (B), herein. Failure of the Contractor to submit all pending, unresolved claims to the Project Manager prior to execution of said Notice of Completion shall constitute a waiver by the Contractor of all such claims, and the decision of the Project Manager shall be final and binding upon the Contractor.

D. In all matters concerning the validity, interpretation, performance, effect or otherwise of the Contract, the laws of the State in which the project is located shall govern and be applicable. Pending final disposition of a protest, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Project Manager's decision as applicable.

3.07 INSPECTION AND TESTING

A. All materials furnished and all work performed under the Contract shall be subject to review by the Project Manager. The Contractor shall be held strictly to the true intent of the Contract Documents in regard to quality of materials, workmanship and diligent execution of the Contract. Such review may include field inspection as required. The Project Manager shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and his subcontractors and suppliers as is required to make a complete and detailed inspection.

B. Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the Owner and used in the work thus removed, shall be borne by the Contractor, regardless of whether or not the work removed is found to be defective. Work covered up without the authority of the Project Manager shall, upon order of the Project Manager, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

C. Except as otherwise provided herein, the cost of review and inspection will be paid by the Owner. All inspection fees imposed by public agencies other than the Owner shall be paid by the Contractor.

D. The Project Manager will make, or have made, such inspections and tests, as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Supplemental General Conditions, the cost of such inspection and testing will be borne by the Owner. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Project Manager, as well as the cost of subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

3.08 ASSIGNMENT FORBIDDEN

A. The Contractor shall not assign, sublet, sell, transfer or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder, without the written consent of the Owner. If the Contractor violates this provision, the Contract may be terminated at the option of the Owner. In such event, the Owner shall be relieved of all liability and obligations to the Contractor and to his assignee or transferee, growing out of such termination.

3.09 SUBCONTRACT LIMITATIONS

A. The Contractor shall perform not less than 20 percent of the work with his own forces (i.e., without subcontracting). The 20 percent requirement shall be understood to refer to work, the value of which totals not less than 20 percent of the Contract Price.

B. In the Project Manager's discretion, subcontracts may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the Owner's interests. The re-subletting of work by a subcontractor

shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work, which he is to perform.

C. A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the Project Manager upon the Project Manager's request. Each subcontract shall contain a reference to the Agreement and the General and Supplemental General Conditions of the Contract between the Owner and the Contractor, and the terms of said agreement and conditions of the Contract shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the Project Manager, if, in the Project Manager's opinion, the subcontractor fails to comply with the requirements of the prime contract insofar as the same may be applicable to this work.

D. The Contractor shall be responsible to the Owner and Project Manager for the acts and omissions of his subcontractors and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this section shall create any contractual relationship between any subcontractor and the Owner or Project Manager nor relieve the Contractor of any liability or obligation under the prime contract.

3.10 TEMPORARY SUSPENSION OF WORK

A. General. The Owner, acting through the Project Manager, may, by written notice to the Contractor, temporarily suspend the work, in whole or in part, for such period(s) as he may deem necessary due to: 1) unsuitable weather; 2) delay in delivery of Owner-furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work; or 3) failure on the part of the Contractor to carry out the provisions of the Contract, including, but not limited to, failure to provide materials or workmanship meeting the requirements of the Specifications. Suspended work shall be resumed by the Contractor within 5 calendar days of receipt from the Project Manager of written Notice to Proceed.

B. Effective Date. Such suspension shall be effective upon receipt by the Contractor of the written order suspending the work and shall be terminated upon receipt by the Contractor of the written order terminating the suspension.

C. Adjustment of Time. If the Contractor is delayed in completion of the work beyond the time named in the Contract Documents for the completion of the work, by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage, or freight embargoes, the Contractor shall be entitled to an adjustment in the time of completion. No such adjustment will be made unless the Contractor shall notify the Project Manager in writing of the causes of delay immediately from the beginning of any such delay. The Project Manager shall ascertain the facts and the extent of the delay. No adjustment in time shall be made for delays resulting from noncompliance neither with the Contract nor for ordinary delays and accidents, and the occurrence of such shall not relieve the Contractor from the necessity of maintaining the required progress.

D. In the event that contract completion is delayed beyond the time named in the Specifications by reason of shortages of Contractor-furnished materials, the Contractor

shall be entitled to an adjustment in time of completion; provided, however, that the Contractor shall furnish documentation acceptable to the Project Manager that he placed or attempted to place firm orders with suppliers a reasonable time in advance of the required date of delivery of the materials in question, that such shortages shall have developed following the date such orders were placed or attempts made to place same, that said shortages are general throughout the affected industry, and that the Contractor shall, to the degree possible, have made revisions in the sequence of his operations, within the terms of the Contract, to offset the expected delay. The Contractor shall notify the Project Manager, in writing, concerning the cause of delay, within 5 calendar days of the beginning of such delay. The validity of any claim by the Contractor to an adjustment in the time of completion shall be determined by the Project Manager, and his findings thereon shall be based on his own knowledge and observations of the events involved and documentation submitted by the Contractor, showing all applicable facts relative to the foregoing provisions. Only the physical shortage of material will be considered under these provisions as a cause for adjustment of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the Project Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

E. If the Contractor is delayed in completion of the work by reason of changes made under the provisions of Article 5.02 or changed conditions as provided under Article 3.17, herein, or by failure of the Owner to acquire right-of-way as provided under Article 3.04, herein, or by any act of the Project Manager or of the Owner, not contemplated by the Contract, an adjustment in the time of completion will be made by the Project Manager in like manner as if the work had been suspended for the convenience and benefit of the Owner; except that if the work under the Contract is increased as a result of changes, the Project Manager, at his sole discretion, may grant an adjustment in the number of calendar days for completion of the Contract. In the event of such delay, the Contractor shall notify the Project Manager in writing of the causes of delay within 5 calendar days from the beginning of any such delay. The Project Manager shall ascertain the facts and the extent of the delay.

F. Time of Completion. The Contractor shall complete all or any designated portion of the work called for under the Contract within the number of calendar days set forth in the Contract Documents.

G. Payment for Delay. The contract prices paid for the work shall include full compensation for all costs incurred by reason of any delay to the work, except as otherwise provided in this section. No payment will be made for delay caused by failure on the part of the Contractor to carry out the provisions of the Contract, including failure to provide materials and workmanship meeting the requirements of the Contract Documents, or failure to provide a supervisory representative at the site at all times while work is in progress. In the event of a delay caused by suspension of the work for the sole convenience and benefit of the Owner, or by the failure of the Owner to furnish within contract time requirements, access to the work area for which the Owner is responsible under the Contract; and, provided that the Project Manager or Owner has notified the Contractor in accordance with Article 3.11 (A), hereof, the Contractor will be entitled to payment of the following costs, to the extent that no other contractor is liable therefore and subject to the succeeding provisions:

1. Those actual necessary costs of idle time of construction equipment, idle time of workers, moving of construction equipment, and hauling of materials and equipment which are incurred solely by reason of the delay and which could not have been avoided by the judicious handling of forces, construction equipment and plant, with allowance for overhead and profit as provided in Article 5.03 entitled "Extra Work."

2. Costs incurred, with the written approval of the Project Manager, to mitigate the foregoing costs, with allowance for overhead and profit as provided in Article 5.03 entitled "Extra Work."

The Contractor shall maintain complete and accurate daily records of all such costs, clearly distinguishing them from the costs of other portions of the work, and shall submit a detailed written report of such costs to the Project Manager. In addition, the Contractor shall submit evidence of any cause of delay specified hereinabove. As soon as practicable, following receipt of such report and evidence, if required, the Project Manager will determine the nature and extent of such costs and will, if he finds that payment is due, issue an extra work order therefore, subject to the provisions for Extra Work under Article 5.03. If the Project Manager determines that payment is not due, he will so advise the Contractor in writing. Should the Contractor disagree with such finding, he may submit a notice of protest to the Project Manager as provided in Article 3.06, herein. The Contractor shall provide the Project Manager with access to his daily cost records or certified copies thereof as requested. All such records shall be retained by the Contractor and opened to inspection and audit by the Owner and his authorized representatives. Except for the additional compensation provided hereinbefore, the Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.

3.11 EXTENSIONS OF TIME FOR DELAY

A. Time of completion will be extended for as many calendar days as the Contractor is specifically required under the provisions of the Technical Provisions to suspend construction operations, or as many calendar days as the Contractor is prevented by unseasonable, inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation(s) for at least 60 percent of the total daily time being currently spent on the controlling operation.

B. Unseasonable, inclement weather shall mean any weather condition sufficient to prevent all work from proceeding, the duration of which varies in excess of 20 percent from the average conditions expected at the location of the work at the time of the delay, as determined from U.S. Weather Bureau records for the corresponding time of the year for the 3-year period immediately preceding. No extensions of time will be allowed for any inclement weather that could reasonably have been predicted from such weather records at the time of submitting the Contractor's Bid.

C. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, as defined in Article 3.11 (B), herein, or the conditions resulting from the weather, or the condition of the work prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof, Contractor will not be charged for a working day whether or not conditions

change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

3.12 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)

A. The Owner may terminate the Contract upon written notice to the Contractor, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interests to complete the work. In such case, the Contractor shall have no claims against the Owner except: 1) for the value of work performed up to the date the Contract is terminated; and 2) for the cost of materials and equipment on hand, in transit, or on definite commitment as of the date the Contract is terminated, which would be needed in the work and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the Project Manager in accordance with the procedure prescribed for the making of the final estimate and payment under Article 5.08.

B. When written notice to discontinue work as provided in Article 3.10, herein, is served upon the Contractor after the work has been damaged by an act of God or other causes as defined in said Article 3.10, the Owner or the Contractor, before work other than investigative work is resumed, may terminate the Contract. Upon such termination, the Contractor shall be paid for work performed to the time of occurrence of said act of God or other named cause at the unit prices named in the Contract, or in the event no unit prices are named, a sum equal to that portion of the lump sum price which the work completed to the time of occurrence of the act of God bears to the total work to be performed under the Contract, as determined by the Project Manager.

3.13 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR DEFAULT)

A. In the event of default by the Contractor, the Owner will suspend the work under the provisions of Article 3.10, herein, and upon 5 calendar days' written notice to the Contractor will terminate the Contract as provided herein. It shall be considered a default by the Contractor whenever he shall: 1) declare bankruptcy, become insolvent or assign his assets for the benefit of his creditors; 2) fail to provide materials or workmanship meeting the requirements of the Specifications; 3) disregard or violate important provisions of the Contract Documents or Project Manager's instructions, or fail to prosecute the work according to the approved progress schedule; or 4) fail to provide a qualified superintendent, competent workmen, or subcontractors, or materials or equipment meeting the requirements of the Contract Documents.

B. In the event the Contract is terminated in accordance with Article 3.13 (A), herein, the Owner may take possession of the work and of all materials, tools, equipment and property of the Contractor which have been provided in connection with the work, and may complete the work by whatever method or means he may select. The cost of completing the work shall be deducted from the balance which would have been due the Contractor had the Contract not been terminated and the work completed in accordance with the Contract Documents. If such cost exceeds the balance, which would have been due, the Contractor shall pay the excess amount to the Owner. If such cost is less than the balance which would have been due, the Contractor shall not have claim to the difference except to such extent as may be necessary, in the opinion of the Project Manager, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for materials, tools, equipment, property and labor devoted to the prosecution of the work, of which the

Owner shall have received the benefit. In computing such expense, as it related to equipment and property, the salvage value at completion of the work shall be deducted from the depreciated value at the time the Contract was terminated, and the difference shall be considered as an expense.

3.14 TERMINATION OF CONTRACT BY CONTRACTOR

A. The Contractor may terminate the Contract upon ten (10) calendar days written notice to the Owner, whenever: 1) the entire work has been suspended under the provisions of Article 3.10, herein, for more than ninety (90) consecutive calendar days through no fault or negligence of the Contractor, and notice to resume work or to terminate the Contract has not been received from the Owner within this time period; or 2) the Owner should fail to pay the Contractor any substantial sums due him in accordance with the terms of the Contract and within ninety (90) calendar days after presentation to the Owner by the Contractor of an approved pay estimate, unless within said 10-day period the Owner shall have remedied the condition upon which the payment delay was based. In the event of such termination, the Contractor shall have no claims against the Owner except for those claims specifically enumerated in Article 3.13, herein, and as determined in accordance with the requirements of said article.

3.15 FAILURE TO COMPLY

A. If the Contractor should refuse or neglect to comply with the provisions of the Contract or the orders of the Project Manager, the Owner may have such provisions or orders carried out by others at the expense of the Contractor.

3.16 CHANGED CONDITIONS

A. The Contractor shall notify the Project Manager immediately and follow up in writing within five (5) days of the following unforeseen conditions, hereinafter called changed conditions, of their discovery and before they are disturbed:

1. Subsurface or latent physical conditions at the site of the work differing materially from those indicated, described or delineated in the Contract Documents; and

2. Unknown physical conditions at the site of the work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

3. Delays caused by the Owner which alter the Contractor's schedule of operations by extending the Contractor's operations into a season whereby the number of available days during which work can be performed is reduced as the direct and sole result of inclement weather, as defined in Article 3.11(B), herein, or conditions resulting therefrom; provided that such delay is sufficient to prevent the Contractor from proceeding with at least 75 percent of the normal labor and equipment force currently engaged in construction operations for at least 60 percent of the total daily time being currently spent on the controlling operation.

B. The Project Manager will promptly investigate conditions of which he is so notified, or any conditions discovered by him which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If he determines that the conditions

are changed conditions, as defined in Article 3.16(A), herein, that they will materially increase or decrease the costs of any portion of the work, and that such change in costs is not or will not be accounted for in any order for changes in design necessitated by the conditions, he will issue a change order adjusting the compensation for such portion of the work in accordance with the provisions for changes and extra work in Articles 5.02 and 5.03, respectively, in the same manner as if the increase or decrease in costs had been due to changes in design. If the Project Manager determines that conditions of which he has been notified by the Contractor do not justify an adjustment in compensation, he will so advise the Contractor in writing. Should the Contractor disagree with such determination, he may file a written protest to the Project Manager as provided in Article 3.06, herein.

C. The Contractor may be entitled to a time extension for delay due to changed conditions or unseasonable, inclement weather, subject to the provisions of Article 3.11, herein.

D. Should the Project Manager temporarily suspend the work by reason of conditions later determined to be changed conditions, such suspension will be considered to be for convenience and benefit of the Owner under Article 3.10, herein. A suspension of the work by reason of conditions claimed by the Contractor to be changed conditions, but later determined not to be changed conditions, will be considered to be for conditions unfavorable for the proper prosecution of the work under said Article 3.10, herein.

E. The Contractor's failure to give notice of changed conditions as required upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

3.17 LINES AND GRADES (SURVEYS)

A. The Project Manager will furnish the Contractor with all principal lines and measurements necessary for the proper prosecution of the work. The Contractor shall establish such additional lines, grades and controls as are needed for construction.

B. Bench marks, base lines, property boundaries, line and grade hubs and other reference and construction points, as originally established by the Project Manager, shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay to the Project Manager all costs of re-establishing them, if they are disturbed. The Contractor shall notify the Project Manager in writing at least ten (10) calendar days in advance of the time he will commence work on any parts of the construction requiring surveys furnished by the Project Manager.

C. The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements during the project. He shall not proceed until he has made request to the Project Manager for and has received from him such points as may be necessary as the work progresses. The work shall be done in strict conformance with such points.

D. During the prosecution of the work, the Contractor shall make all necessary measurements and shall be responsible for the accurate placement of the product.

3.18 NON-WAIVER OF CONTRACT TERMS

A. The failure of the Project Manager or Owner to act or not act under the Contract Documents shall not be construed in any manner to be a waiver of any of the terms and conditions of the Construction Documents, and the Contractor shall not thereby be relieved from performance and full compliance with all the terms and conditions of the Construction Documents and performance of the work.

4.01 DEFECTIVE EQUIPMENT, MATERIALS OR WORK

A. Inspection of the work by the Project Manager or Owner shall not relieve the Contractor of any of his obligations under the Contract. Even though equipment, materials or work required to be provided under the Contract have been inspected, accepted and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period as provided in Article 6.04.

B. Any equipment or materials brought upon the job site by the Contractor and subsequently rejected by the Project Manager as not complying with the requirements of the Contract shall be removed immediately by the Contractor to a satisfactory distance from the job site.

C. If the Contractor shall fail to repair or replace unsatisfactory equipment, materials or work, or to remove unsatisfactory equipment or materials from the job site, within ten (10) calendar days after being ordered to do so by the Project Manager, the Project Manager, acting on behalf of the Owner, may make the ordered repairs or remove the condemned equipment or materials, and the Owner will deduct the cost thereof from any monies due or to become due the Contractor.

4.02 CHARACTER OF WORKERS

A. None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the Project Manager, the Contractor or any subcontractor shall discharge any person who is, in the opinion of the Project Manager, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the Project Manager. Such discharge shall not be the basis of any claim for damages against the Owner, Project Manager or any of his agents.

5.01 BREAKDOWN OF CONTRACT PRICE

A. Prior to execution of the Contract, if requested by the Project Manager, the Contractor shall submit a detailed price breakdown of any or all of his bid items for the work. Such price breakdown shall include quantities, unit prices and any other information required, in sufficient detail, to enable it to be used by the Project Manager in preparing monthly progress estimates. The Contractor shall use the price breakdown form bound with the Specifications if one is included.

5.02 CHANGES

A. If the Project Manager finds it inadvisable to comply strictly with these Contract Documents, the Project Manager, with the approval of the Owner, may prescribe a

modification of requirements or of methods of work; and for such purposes the Project Manager may at any time during the life of the Contract, by written order, make such changes as he shall find necessary in the design, line, grade, form, location, dimensions, plan or material of any part of the work, or in the quantity or character of the work. If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided that if such changes or alterations render useless any work already done or materials already furnished or used in the work, the Project Manager shall make reasonable recommendation for allowance.

B. In the event of increasing or decreasing of work, the total amount of work actually done, or materials furnished shall be paid for according to the unit price established for such work in the unit price bid items, wherever such unit price has been established. An adjustment in compensation will be made for changes that result in an increase or decrease in the total bid price in excess of twenty-five percent (25%). In the event no prices are named in the Contract or in the "Bid Breakdown" to cover increases in the work to be done, or a combination of increases and decreases in such work, the cost of such changes shall be covered as hereinafter provided for extra work.

C. In the event a part of the work is to be entirely eliminated and no lump sum or unit price is named in the Contract to cover such eliminated work, the cost of the eliminated work shall be agreed upon in writing by the Project Manager and the Contractor. If after the expiration of a reasonable time the Project Manager and the Contractor fail to agree upon the cost of the eliminated work, the Project Manager will unilaterally fix the cost of the eliminated work based upon his estimates of decreased labor and material costs to be incurred by the Contractor. Whether established by agreement of the parties or unilaterally by the Project Manager, to the cost of the eliminated work will be added the allowances for overhead and profit, in accordance with the provisions of Article 5.03, herein.

D. The Contractor shall proceed to immediately revise his schedule to accommodate the changed work upon receipt of a written order to make the changes, notwithstanding the fact that an agreement has not been reached regarding the cost of the changes. The Contractor shall complete the changed work in accordance with the revised schedule. If in the opinion of the Project Manager the Contractor is not performing the changed work in accordance with the revised schedule, the Project Manager may withhold certification of estimates for payment until such time that the Contractor does perform in accordance with the revised schedule. In the absence of a prior agreement as to the effect on time and cost of the changed work, the Contractor shall submit to the Project Manager, within five (5) working days after receipt of a written order to perform changes, his claim for an extension of time and for the additional compensation which he considers necessary as a result of performing the changes; such claim shall contain an itemized cost breakdown of claimed additional compensation. If the Contractor fails to submit in writing his claims for increased compensation or extension of time within five (5) working days after receipt of a written order to perform changes, the Project Manager may make an equitable adjustment of the Contract completion time and compensation based on his judgment of increases or decreases in costs or in time required to complete the Contract due to the changes.

E. When required to perform and complete the changed work in accordance with the revised schedule, the Contractor shall provide additional labor, materials, equipment or other factors of production in excess of those in use before the changed work was ordered.

5.03 EXTRA WORK

A. General.

1. If during the performance of the Contract it shall, in the opinion of the Project Manager, become necessary or desirable for the proper completion of the Contract to order work done or materials or equipment furnished which, in the opinion of the Project Manager, are not susceptible of classification under the unit price items named in the Bid Schedule and are not included in any item in the "Bid Breakdown", the Project Manager, with the approval of the Owner, may order, and the Contractor shall do and perform such work and furnish such materials and equipment. Such labor, material and equipment will be classed as extra work and shall be ordered in writing before such work is started. No extra work will be paid for unless ordered in writing. All claims for extra work shall be submitted to the Owner on standard forms provided by the Owner and shall be supplemented by such other data as the Project Manager may require.

2. Extra work and work involving a combination of increases and decreases in the work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Project Manager and the Contractor before the extra work order is issued. In the negotiation of lump sum or unit prices, the agreed estimated cost of the work plus an allowance for overhead and profit, not to exceed the allowances in Article 5.03 (A) (3), herein, shall be used. In the event the Contractor fails to submit his proposal within the prescribed time, or the Project Manager and the Contractor fail to agree upon a price or time adjustment, or both, within a reasonable time, or if in the judgment of the Project Manager it is impracticable because of the nature of the work or for any other reason to fix the price or to adjust the time for completion before the extra work order is issued, equitable payment for extra work and an equitable adjustment in the contract time for completion of the Contract, if justified, will be made by the Project Manager on the basis of his estimate of increases or decreases in the Contractor's cost of the work due to changes, plus an allowance for overhead and profit in accordance with the schedule set forth in Article 5.03 (A) (3), herein; or at the option of the Project Manager, payment may be made on the basis of cost-plus pursuant to Article 5.03 (A) (3), herein.

3. Extra work and work involving a combination of increases and decreases in the work ordered on the basis of cost-plus will be paid for at the actual necessary cost as determined by the Project Manager, plus allowances for overhead and profit. For work involving a combination of increases and decreases in the work the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the cost of labor, materials or equipment provided for under Articles 5.03 (B), (C) and (D), herein. The allowance for overhead and profit will be made in accordance with the following schedule:

ACTUAL NECESSARY COST	OVERHEAD & PROFIT ALLOWANCE
Labor	15%
Materials	15%

Equipment 15%

The actual necessary cost for labor, materials or equipment will be computed in accordance with Articles 5.03 (B), (C) and (D), respectively, herein. Superintendence, bond and insurance premiums, taxes and other general expense is included under overhead and profit allowance in Article 5.03 (A) (3), herein, and shall not be included in the computation of actual necessary cost. It is understood that labor, materials and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When all or any part of the extra work is performed by a subcontractor, the allowance specified hereinbefore shall be applied to the labor, materials and equipment costs of the subcontractor, to which the Contractor may add five percent (5%) of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the five percent (5%) increase above the subcontractor's total cost which includes the allowances for overhead and profit specified hereinbefore may be applied one time only for each separate extra work transaction. The Contractor shall furnish the Project Manager daily report sheets covering the direct costs of labor and materials and charges for equipment, whether furnished by the Contractor, subcontractor or other forces, and the report sheets shall be signed by the Contractor or his authorized agent. The daily report sheets shall provide names or identifications and classifications of workmen, and hours worked; size, type and identification number of equipment, and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus work. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

B. Labor. The cost of labor used in performing the work by the Contractor, a subcontractor or other forces will be the sum of the following:

1. The actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits, including health and welfare, pension, vacation and similar purposes. The cost of labor may include the wages paid to foremen when determined by the Project Manager that the services of foremen do not constitute a part of the overhead allowance.

2. All payment imposed by State and Federal laws, including, but not limited to, compensation insurance and social security payments.

3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

At the beginning of the Contract and as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid.

C. Materials. The cost of materials used in performing the work will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

1. Cash or trade discounts available to the purchaser shall be credited to the Owner, notwithstanding the fact that such discounts may not have been taken by the Contractor.

2. In materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Project Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.

3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

4. If in the opinion of the Project Manager the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job site less cash or trade discount. The Owner reserves the right to furnish materials for the work and no claim shall be made by the Contractor for costs and profit on such materials.

D. Equipment. The Contractor will be paid for the use of equipment at the rate listed for such equipment specified in the current edition of the U.S. Army Corps of Engineers North Pacific Division (NPD) "Equipment Ownership and Operating Expense Schedule." (See Section 10.) Said rate will be used to compute payments for rented equipment under the Contractor's control through direct ownership. For rented equipment, the Owner will accept rates actually paid, but in no event shall they exceed the rates contained in the current "Rental Rate Blue Book for Construction Equipment," published by Equipment Guide-Book Co., 3980 Fabian Way, Palo Alto, CA 94303 (See Section 10). The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the Owner for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by the Project Manager. The Contractor may furnish cost data, which might assist the Project Manager in the establishment of the rental rate.

1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in Article 5.03 (B), herein.

2. All equipment shall, in the opinion of the Project Manager, be in good working condition and suitable for the purpose for which the equipment is to be used.

3. Before construction equipment is used on the work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Project Manager, in duplicate, a description of the equipment and its identifying number.

4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

5. Individual pieces of equipment or tools having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

6. Rental time will not be allowed while equipment is inoperative due to breakdowns.

E. Equipment on the Work. The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½ hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

2. When daily rates are listed, any part of a day less than four hours of operation shall be considered to be ½ day of operation. When owner-operated equipment is used to perform extra work to be paid for on a cost-plus basis, the Contractor will be paid for the equipment and operator as follows:

   · Payment for the equipment will be made in accordance with the provisions in Article 5.03 (D), herein.

   · Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or in the absence of such labor established by collective bargaining agreements for the type of workmen and location of the work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Article 5.03 (B), herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws and all other payments made to or on behalf of workers other than actual wages.

   · To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 5.03 (A) (3), herein.

F. Special Services. Special extra work or services are defined as that extra work characterized by extraordinary complexity, sophistication or innovation, or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the Project Manager in making estimates for payment for special services.

1. When the Project Manager and the Contractor, by agreement, determine that a special service or extra work is required which cannot be performed by the forces of the

Contractor or those of any of his subcontractors, the special service or extra work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Project Manager, invoices for special services or extra work based upon the current fair market value thereof may be accepted without complete itemization of labor, material and equipment rental costs.

2. When the itemization of labor, materials and equipment rental costs is impractical or not in accordance with established billing practices of the special service industry involved, the Project Manager may accept other evidence of the cost of special services in lieu of itemized invoices.

3. When the Contractor is required to perform extra work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the extra work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.

4. All invoices for special services will be adjusted by deducting all cash or trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Article 5.03 (A) (3), herein, an allowance of five percent (5%) will be added to invoices for special services.

G. When extra work ordered by the Project Manager is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Owner for such work.

H. All extra work performed hereunder shall be subject to all of the provisions of the Contract, and the Contractor's sureties shall be bound with reference thereto as under the original Contract. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the Project Manager for review prior to the performance of any extra work hereunder.

5.04 RIGHT TO AUDIT

A. If the Contractor submits a claim to the Project Manager for additional compensation, the Project Manager shall have the right, as a condition to considering the claim and as a basis for evaluation of the claim and until the claim has been settled, to audit the Contractor's books to the extent they are relevant, as determined by the Project Manager. This right shall include the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plants or such parts thereof as may be or have been engaged in the performance of this Contract. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the Project Manager deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the Project Manager for auditing all relevant accounting records and documents and other financial data, and upon request shall submit true copies of requested records to the Project Manager. The Contractor shall maintain records for materials, equipment, etc. that is used in

calculating payment unit price items etc. for one year after acceptance of the project, i.e., through the guarantee period.

5.05 OVERTIME WORK

A. Except as otherwise provided in this paragraph, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Project Manager in writing. Additional compensation will be paid the Contractor for overtime work only in the event extra work is ordered by the Project Manager, and the change order specifically authorizes the use of overtime work, and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

B. All costs of inspection and testing performed during overtime work by the Contractor that is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The Owner shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Contractor.

C. The City's regular working hours for all employees is eight (8) hours per day and forty (40) hours per week, less paid holiday hours which may occur in a particular week. Regular workdays are Monday through Friday. The City's established paid holidays are as follows:

- New Year's Day – January 1
- Martin Luther King Day – Third Monday in January
- President's Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – First Monday in September
- Veteran's Day, November 11
- Thanksgiving Day – Fourth Thursday in November
- Christmas Day – December 25

Necessary field testing and inspection supplied by the Owner will be on the basis of five (5) eight (8) hour days per week, except for recognized holidays. Any field engineering and inspection required beyond the limits herein will be charged to the Contractor at an overtime rate of 1.5 times the regular billing rate.

5.06 LIQUIDATED DAMAGES

A. The Contractor shall pay to the Owner the amount of One Thousand Dollars ($1,000.00) for each calendar day that expires, not as a penalty but as liquidated damages, if he fails to complete the work or specified parts of the work within the time(s) agreed upon. The periods for which said damages shall be paid shall be the number of calendar days from the agreed date(s) of completion as contained in the Contract, or from the date of termination of any extension of time approved by the Project Manager, to the date(s) the Project Manager certifies completion of work or specified parts of the work to the Owner as provided in Article 5.08, herein. The Owner may deduct the amount of said damages from any monies due or to become due the Contractor.

B. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the

Owner would sustain; and said amount is agreed to be the amount of damages which the Owner would sustain.

C. All times specified in the Contract Documents are hereby declared to be of the essence.

5.07 PROGRESS SCHEDULES

A. Within ten (10) calendar days after award of the Contract, or at such times as may be required by the Project Manager, the Contractor shall submit construction schedules showing the order in which he proposes to carry on the work and the dates when the various parts are to be begun and completed. Schedules shall be subject to the approval of the Project Manager, and if in his opinion a submitted schedule is inadequate to secure the completion of the work in the time agreed upon or is otherwise not in accordance with the requirements of the Contract Documents, he may require the Contractor to submit a new schedule which will assure timely completion of the work. Schedules shall conform to the requirements of the Technical Provisions.

5.08 FINAL ESTIMATE AND PAYMENT

A. After the Contractor has certified to the Project Manager, as provided below, that he believes he has completed all of the work on the Contract, the Project Manager will perform a pre-final inspection. When the Project Manager is of the opinion that the Contractor has completely performed all work required under the Contract, he will report physical completion of the work to the Owner and will recommend acceptance of the work. No final payment of the retained percentage shall be made until the Contractor files with the Owner, following acceptance of the work, a Certification of Compliance in form substantially as follows:

> "I (we) hereby certify that all work has been performed and materials supplied in accordance with the Plans, Specifications and Contract Documents for the above work, and that:
>
> There have been no unauthorized substitutions of subcontractors, nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Project Manager prior to the start of such subcontracted work,
>
> No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor without prior notice having been submitted to the Project Manager together with the names of all subcontractors,
>
> All claims for material, labor and other services performed in connection with these Specifications have been paid,
>
> All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, and the State Tax Commission, associations and/or others have been paid."

B. After acceptance of the work by the Owner's governing body and not more than sixty (60) calendar days after filing of the Notice of Completion, unless otherwise provided in the Supplemental General Conditions, the Owner will make final payment to the Contractor of the

amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items:

1. Liquidated damages, as applicable.

2 Two times the value of any outstanding items of pickup work or punch list items indicated on the Notice of Completion as being yet uncompleted or uncorrected.

5.10 FINAL PAYMENT TERMINATES LIABILITY OF OWNER

A. Final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage. The acceptance by the Contractor of the final payment referred to in Article 5.08, herein, shall be a release of the Owner and his agents from all claims of and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any person relating to or affecting the work, except demands against the Owner for the remainder, if any, of the amounts kept or retained under the provisions of Article 5.08, herein; and excepting pending, unresolved claims filed prior to Notice of Completion under provisions of Article 3.06 (C)

6.01 PERFORMANCE BOND

A. The Contractor shall secure, in accordance with Idaho Code Section 54-1926, with a corporate surety or sureties duly authorized to do business in Idaho and satisfactory to the Owner, a Bond in the amount stated in the Scope of Bid Proposal to guarantee faithful performance of the Contract.

6.02 PAYMENT BOND

A. The Contractor shall secure, in accordance with Idaho Code Section 54-1926, with a corporate surety or sureties duly authorized to do business in Idaho and satisfactory to the Owner, a Bond in the amount stated in the Scope of Bid Proposal to guarantee payment of claims of laborers and material persons under the Contract.

6.03 ADDITIONAL SURETY

A. If, during the life of the Performance and Payment Bonds, any of the sureties named in said Bond become insufficient in the opinion of the Owner, he may require the Contractor to furnish additional sufficient sureties within five (5) calendar days of receipt of written order to do so. In the event the Contractor fails or neglects to furnish sufficient additional sureties, when ordered, within the prescribed time period, the Owner may suspend the work or terminate the Contract, and the Contractor shall have no claim for damages.

6.04 MAINTENANCE AND GUARANTEE

A. The Contractor shall guarantee the entire work constructed by him under the Contract to be free of defects in materials and workmanship for a period of one (1) year following the date of acceptance of the work by the Owner's governing body. The Contractor shall agree to make, at his own expense, any repairs or replacements made necessary by defects in materials and workmanship which become evident within said guarantee period. The Contractor hereby agrees to indemnify and save harmless the Owner, the Project Manager and their officers, agents and employees against and from all claims and liability arising

from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Project Manager. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor and his surety shall be liable to the Owner for the cost of such work.

B. The performance of guarantee and conditions specified in Article 6.04 (A), herein, shall be secured by a Surety Bond, which shall be delivered by the Contractor to the Owner prior to the date on which final payment is made to the Contractor. Said Bond shall be in an approved form and executed by a surety company or companies, in accordance with Idaho Code Section 54-1926, and satisfactory to the Owner in the amount of one hundred percent (100%) of the Contract Price. Said Bond shall remain in force for the duration of the guarantee period specified in Article 6.04 (A), herein. Instead of providing such a bond as described above, the Contractor may, at his option, provide for the Performance Bond furnished under the Contract to remain in force for said amount until the expiration of said guarantee period.

C. Specific guarantees for periods longer than one year may be specified in the Technical Provisions for certain items or portions of the work.

6.05 INSURANCE

A. General. After receipt of Notice of Award and prior to execution of the Agreement by the Owner, the Contractor shall obtain all the insurance required under this article and submit said insurance policies to the Project Manager and Owner for review. In addition, the Contractor shall provide the Project Manager and Owner with corresponding certificates of insurance. The Contractor shall submit copies of this article (6.05 Insurance) to his surety for review prior to issuance of the certificates of insurance. The Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained and reviewed. Unless otherwise specified, all insurance required under this article shall be maintained continuously during the life of the Contract up to the date of acceptance of the work by the Owner's governing body and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with Section 6.04. The Contractor's liabilities under this Contract shall not be deemed limited in any way to the insurance coverage required.

B. Proof of Insurance. The Contractor shall furnish the City Clerk with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been given to the Owner by certified mail."

C. Scope of Insurance. The insurance shall include the specific coverages set out herein and provided on a “claims made” basis and be issued by a company licensed to do business in Idaho with an “A.M. Best Rating” of A-V or better and be written for not less than the limits of liability and coverages provided. In addition, the insurance required herein, except for Worker's Compensation and Employer's Liability, shall name the Owner and their officers, Project Managers, agents, and employees as "additional insured" under the policies.

1. Worker's Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such if its employees are not otherwise protected.
   a. State…….Statutory
   b. Employer's Liability…….....$1,000,000

   The Contractor agrees to waive all rights of subrogation against Owner for work performed under this Contract.

2. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the Owner or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Contractor's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.
   a. Combined Single Limit……..$1,000,000 each occurrence
      $1,000,000 annual aggregate
      Products/Completed Operations…….$1,000,000 each occurrence
      $1,000,000 annual aggregate
      Personal Injury……..…….$1,000,000 each occurrence
      $1,000,000 annual aggregate
   b. Bodily Injury……..$1,000,000 each occurrence
      $1,000,000 annual aggregate
      Property Damage……$1,000,000 each occurrence
      $1,000,000 annual aggregate

   Policies written on a "claims made" basis, certificate shall so specify and policies continue in force for three (3) years after completion of project.

   Policies will include premises/operations, products, completed operations, independent contractors, Owners and Contractors protective, Explosion, Collapse, Underground Hazard, Broad Form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of

motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

a. Bodily Injury……..$1,000,000 each person
$1,000,000 each occurrence

b. Property Damage……$1,000,000 each occurrence
or $1,000,000 combined single limit

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions or insure the activities of its subcontractors in the Contractor's own policy, in like amount.

5. Builder's Risk. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the Total Bid Price. Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor and the Owner. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause, including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplemental General Conditions.

D. Policies shall also specify insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the Owner.

All policies will provide for thirty (30) days written notice prior to any cancellation or non-renewal of insurance policies required under Contract. “Will endeavor” and “but failure to mail such notice shall impose no obligation of liability of any kind upon the Company, its agents, or representatives” wording must be deleted from certificates of insurance.

6.06 INDEMNIFICATION OF OWNER AND PROJECT MANAGER

A. To the fullest extent permitted by law, the Contractor shall indemnify, save, hold harmless, and defend at the Contractor's expense including attorney fees, the Owner, the Project Manager, and their officers, agents, and employees, against and from all claims and liability arising under or by reason of the Contract or any performance of the work, but not from the sole negligence or willful misconduct of the Owner and/or the Project Manager. Such indemnification by the Contractor shall include, but not be limited to, the items included in Article 6.06, Paragraphs (1) through (8), following:

1. Liability or claims resulting directly or indirectly from the alleged negligence or carelessness of the Contractor or his agents in the performance of the work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or his agents;

2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or his agents;

3. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, his agents or the Owner in the performance of this Contract or any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, unless otherwise specifically stipulated in this Contract;

4. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor or his agents;

5. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor or his agents; and

6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

7. The Contractor shall reimburse the Owner and the Project Manager for all costs and expenses, including attorney's fees, incurred by said Owner and the Project Manager in enforcing the provisions of this section.

8. Liabilities or claims arising directly or indirectly from any claims of property damage or personal injury by any person, firm or entity arising out of or related to the work, including, but not limited to, agents and employees of the Contractor, subcontractor and suppliers. This includes a waiver by the Contractors, of any immunity from suit, under the applicable workman's compensation laws.

6.07 LAWS AND REGULATIONS

A. The Contractor shall observe and comply with all Federal, State and local laws, ordinances, codes, orders and regulations which in any manner affect those engaged or employed on the work, the materials used in the work, or the conduct of the work, including I.C. 44-1001 regarding employment of bona fide Idaho residents. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order or regulation, the Contractor shall report the same in writing to the Project Manager. The Contractor shall indemnify and save harmless the Owner, the Project Manager and their officers, agents and employees against all claims or liability arising from violation of any such law, ordinance, code, order or regulation, whether by himself or by his employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in these Specifications shall not in any way limit the obligation of the Contractor to comply with all other provisions of Federal, State and local laws and regulations.

6.08 PERMITS AND LICENSES

A. Unless otherwise provided in the Supplemental General Conditions, the Contractor shall obtain at his own expense all permits and licenses required for prosecution of the work, and shall pay all taxes properly assessed against his equipment or property used in connection with the work.

B. Similarly, the Contractor shall bear all costs relating to traffic control or safeguarding of persons or property required by said agency or utility.

6.09 SALES AND USE TAXES

A. The Contractor shall pay all sales and use taxes assessed by Federal, State or local authorities on materials furnished by the Contractor in performance of the work.

6.10 LABOR DISCRIMINATION

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, disability or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rate of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and education activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Contractor further agrees to comply with all the Nondiscrimination Requirements contained in Appendix “A”, which by this reference is incorporated herein.

6.11 PUBLIC SAFETY AND CONVENIENCE

A. The Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons in the vicinity of the work.

6.12.1 SANITARY PROVISIONS

A. The Contractor shall provide and maintain such sanitary accommodations for the use of its employees and those of its subcontractors as may be necessary to comply with the requirements of State and local health departments.

6.13 FEDERAL SAFETY AND HEALTH REGULATIONS

A. Contractors and subcontractors shall comply with the provisions of the "Safety and Health Regulations for Construction," as promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act", as set forth in Title 29 CFR Part 1926.

B. Contractors and subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970", as set forth in 29 CFR 1926.

6.14 CONTRACTOR'S RESPONSIBILITY FOR LOSSES AND DAMAGE

A. Risk of Loss. Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the work caused by an act of God or other causes as specified for adjustment of time in Article 3.10(C), the Contractor shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from an encumbrance on the line of work, or because the nature of the ground in or on which the work is done is different from what is assumed or on account of the weather, floods or other causes.

B. Materials and Facilities. The Contractor shall be responsible for materials and facilities as hereinafter provided; and in the event of his failure to carry out said responsibilities, the same may be carried out by the Owner at the expense of the Contractor.

1. The Contractor shall be responsible for any material furnished him and for the care of all work until its completion and final acceptance, and he shall, at his own expense, replace damaged or lost material and repair damaged parts of the work.

2. The Contractor shall protect Owner facilities from damage resulting from his work. Owner facilities damaged by or as a result of the Contractor's work under this Contract shall be repaired or replaced, as directed by the Project Manager, at the Contractor's expense.

6.15 BENEFICIAL USE OR PARTIAL UTILIZATION

A. The Owner shall have the right to utilize or place into service any item of equipment or other usable portion of the work prior to completion of the entire project. Whenever the Owner plans to exercise said right, the Contractor will be notified in writing by the Owner, identifying the specific portion(s) of the work to be so utilized or otherwise placed into service, hereinafter referred to as beneficial use.

B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the work to be placed into beneficial use shall be borne by the Contractor. Upon issuance of said written notice of beneficial use, the Owner will accept responsibility for the protection and maintenance of all such items or portions of the work described in the written notice, and it is further understood that the manufacturer's warranties of any affected equipment will commence not later than the date of said notice.

C. The Contractor shall retain full responsibility for satisfactory operation of the total project, however, the Contractor's guarantee period shall commence only after the issuance by the Owner of the final Notice of Completion for the entire project. The Contractor will be given credit for the time already used for that portion(s) previously placed into beneficial use by the Owner with regard to the guarantee period.

7.01 RESIDENT PROJECT REPRESENTATIVE

A. The Project Manager and/or Owner shall furnish the services of a Resident Project Representative, assistants and other staff to assist the Project Manager in observing performance of the work of the Contractor. The furnishing of such services will not make the Project Manager responsible for or give the Project Manager control over construction means, methods, techniques, sequences or procedures or for safety precautions or

programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents and in particular the specific limitations set forth in Section 3 of the General Conditions are applicable.

A. The duties and responsibilities of the RPR are limited to those of the Project Manager to the construction Contract Documents, and are further limited and described as follows.

B. The RPR is the Project Manager's agent at the site, will act as directed by and under the supervision of the Project Manager, and will confer with the Project Manager regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work shall in general be with the Project Manager and the Contractor keeping the Owner advised as necessary. The RPR's dealings with subcontractors shall only be through or with the full knowledge of and under the direction of the Project Manager.

C. Schedules. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor; and consult with the Project Manager concerning acceptability.

D. Conferences and Meetings. Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

F. Liaison.

1. Serve as the Project Manager's liaison and Contractor, working principally through the Contractor's Superintendent and assist in understanding the intent of the Contract Documents; and assist the Project Manager in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.

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

G. Shop Drawings and Samples.

1. Receive samples, which are furnished at the site by the Contractor, and notify the Project Manager of availability of samples for examination.

H. Review of Work, Rejection of Defective Work, Inspection and Tests.

1. Conduct on-site observations of the work in progress to assist the Project Manager in determining if the work is in general proceeding in accordance with the Contract Documents.

2. Report to the Project Manager whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to 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 the Project Manager of the work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

I. Interpretation of Contract Documents. Report to the Project Manager when clarifications and interpretations of the Contract Documents are needed; and transmit to the Contractor clarifications and interpretations as issued by the Project Manager.

J. Records.

1. Maintain at the job site orderly files for correspondence, reports of job conferences, reproductions or original Contract Documents, including all work directive changes, addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, the Project Manager's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

2. Keep a diary or log book recording the Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Send copies to the Project Manager.

3. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials.

K. Reports.

1. Furnish the Project Manager periodic reports as required of progress of work and of the Contractor's compliance with the progress schedule.

2. Consult with the Project Manager in advance of start of important phases of the work.

3. Draft proposed change orders and work directive changes, obtaining backup material from the Contractor and recommends to the Project Manager change orders, work directive changes, and field orders.

4. Report immediately to the Project Manager and the Owner upon the occurrence of any accident.

L. Payment Requests. Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Project Manager, noting particularly the relationship of the payment requested to the schedule of values and work completed.

M. Completion.

1. Before the Project Manager issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.

2. Conduct final inspection in the company of the Project Manager, the Owner and the Contractor, and prepare a final list of items to be completed or corrected.

3. Observe that all items on final list have been completed or corrected, and make recommendations to the Project Manager concerning acceptance.

N. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents unless authorized by the Project Manager;

2. Exceed limitations of the Project Manager's authority as set forth in the General Conditions or the Contract Documents;

3. Undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's Superintendent;

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents;

5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work;

6. Accept Shop Drawing or sample submittals from anyone other than the Contractor;

7. Authorize the Owner to occupy the project in whole or in part; and

8. Participate in specialized field tests or inspections conducted by others except as specifically authorized by the Project Manager.

8.01 TAX REPORTING REQUIREMENTS

A. In accordance with the provisions of Sections 54-1904(A) and 63-3621(A) 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 follow this page. The Contractor shall be responsible for completing the report as necessary and returning the forms to the Owner. **SAID SUBMITTAL SHALL BE REQUIRED AS PART OF THE NOTICE TO PROCEED**.

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 he is engaged is of a transitory character and that in the pursuit thereof his property used therein may be without the State when taxes, excises or license fees to which he is liable become payable, agrees:

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

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

3. that, in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this Contract may withhold from payment due him hereunder the estimated amount of such accrued and accruing taxing units to which said Contractor is liable."

CONTRACTOR

_____

By_____

Name_____

Address_____

_____

(Seal)
ATTEST:

_____

Name_____

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF IDAHO)
) ss.
County of _____)

_____, being first duly sworn, on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he had paid or secured to the satisfaction of the respective taxing units all taxes for which he or his 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 _____ day of _____, 20____.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

(SEAL)

_____
Notary Public for Idaho

Residing at_____

Commission expires_____

TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Description

A. Description of Work

The work to be performed in accordance with this section includes the application of bituminous material followed by the application of a cover material and fog coat.

The Contractor shall provide the necessary equipment, labor and materials to complete the basalt chip sealing and fog coat of those roadways described in the Contract Documents, in accordance with these Specifications, as directed by the Project Manager. All work shall be in accordance with the applicable latest sections of the Idaho Department of Transportation (ITD) Standard Specifications for Road and Bridge Construction, supplemental Specifications, and all recent revisions to the same.

1.2 Quality Assurance

A. Reference Test Standards and Specifications

ASTM D977, Emulsified Asphalt
ASTM D2397, Cationic Emulsified Asphalt

1.3 Submittals

A. Certificates of Compliance

1. Bituminous Prime Coat
2. Bituminous Tack Coat

B. Supplier's Recommendation

1. Mix Design
2. Type and Grade of Bituminous Prime Coat
3. Type and Grade of Bituminous Tack Coat
4. Application Temperature, Dilution Recommendations

1.4 Product Delivery Storage and Handling

Take all necessary precautions in accordance with manufacturer's guidance, industry standards, and applicable rules and regulations in handling, storing and applying emulsified asphalts so as not to damage the product or damage the environment.

2. MATERIALS

2.1 Seal Coat and Fog Coat

A. Surface Preparation

Prior to placement, Post Falls Street Department Crew will clean the pavement. Each particular street must be cleaned not more than 24 hours in advance of the seal coat being applied.

B. Bituminous Materials

Prime coat bituminous material shall conform to the requirements of ITD Standard Specification Section 702.03 for Type CRS-2P emulsion undiluted.
Fog coat material shall conform to specifications equal to BITU-60-Dil.

C. Cover Material

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliche, synthetic materials, organic matter or foreign substances. Aggregate shall originate from basalt rock. The selected cover coat gradation shall be noted on the project documents and will comply with gradation limits listed in Table 2.1.

All aggregates must be washed prior to gradation.

The grading shall meet the following requirements when tested in accordance with the requirements of applicable ITD Test Methods.

Table 2.1 Cover Coat Aggregate

Sieve Size	3/8" Nominal Maximum Aggregate	No. 4 Nominal Maximum Aggregate
3/8"	100	
¼"	--	100
No. 4	0-25	0-100
No. 8	0-5	0-40
No. 16	--	0-10
No. 50	--	0-5
No. 200	0-1.0	--

A representative portion of the coarse material will be obtained and tested by the owner from the contractor's aggregate supply prior to construction.

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following requirements:

Maximum loss of 9 percent at 100 revolutions.

Maximum loss of 40 percent at 500 revolutions.

The percent of carbonates in aggregate shall be a maximum of 30.

The percent of crushed faces on aggregate retained on #4 sieve shall be at least 70 when tested in accordance with AASHTO T 335, Method 1.

The Flakiness Index shall be a maximum of 25 when tested. The cleanness value shall be a minimum of 80 when tested in accordance with ITD T-72.

The Bulk Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with AASHTO T-85.

D. Rate of Application

The rate of application for the bituminous material shall be approximately 0.32 to 0.37 gallons per square yard for 3/8-inch nominal maximum aggregate and the rate of application shall be 0.20 to 0.25 gallons per square yard for ¼ inch (No. 4) nominal maximum aggregate or as determined by the Project Manager. The rate of application for the cover material shall be approximately 24 to 30 pounds per square yard for 3/8-inch nominal maximum aggregate and 10 to 15 pounds per square yard for ¼ inch (No. 4) nominal maximum aggregate or as determined by the Project Manager.

E. Application Temperatures

At the time of application, the temperature of the bituminous material shall be between 125 degrees and 185 degrees Fahrenheit.

3. EXECUTION

3.1 Preliminary Investigation of the Work

Verify all preliminary work has been performed in accordance with the Plans and Specifications prior to application of seal coat.

3.2 Weather Limitations

The seal coat shall be placed only when the roadway surface is dry and there is no imminent threat of rain. The roadway surface temperature must be at least 85 degrees Fahrenheit and rising, with air temperature of at least 65 degrees Fahrenheit.

3.3 Seal Coat Application

A. Preparation of Surface

1. Post Falls Street Department's Responsibility

Immediately before applying the bituminous material, the area to be surfaced shall be cleaned of dirt and other objectionable material by the City of Post Falls Street Division Crew. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. In rural areas, power brooms

may be used. When necessary, cleaning shall be supplemented by hand brooms.

The bituminous material shall not be applied until an inspection of the surface has been made by the Project Manager and surface is determined to be suitable.

2. Contractor's Responsibility

All manhole and valve covers will be located and required to have adequate protection from the bituminous material. The protection will be removed within 48 hours after the basalt chip seal has been applied and covers will be in acceptable operating condition.

The bituminous material shall not be applied until an inspection of the surface has been made by the Project Manager and surface is determined to be suitable.

3. Application of Bituminous Material

The bituminous material shall be applied as soon as possible after preparation of surfaces. At the time of application, roadway surface temperatures shall be within the ranges specified in 3.2. Application methods shall ensure that a uniform distribution is obtained over the area to be sealed. The cover coat aggregate shall be spread immediately after bituminous material has been applied, but no longer than 3 minutes shall elapse before aggregate application. In no instance shall the bituminous material be allowed to set prior to cover coat aggregate application. The maximum distance that the bituminous material is applied in advance of the chips will be determined by the Project Manager.

The surfaces of structures, trees and shrubbery adjacent to the areas being seal coated shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage to such structures or landscaping, as well as vehicles.

4. Application of Cover Material

Immediately following the application of the bituminous material, the cover coat aggregate shall be spread with a self-propelled mechanical spreader. The spreading equipment shall be capable of applying a uniform application of cover coat aggregate. The self-propelled requirement may be waived for projects fewer than 10,000 square yards.

At the time of application, aggregate shall be within the temperature range of 250 degrees and 350 degrees Fahrenheit measured at a point 6 to 12 inches below the top of the load.

At the time of application, uncoated aggregate shall not contain moisture in excess of a saturated, surface dry condition when liquid or paving grade asphalt is used as the seal coat binder.

The application rate for cover material shall be as specified in 2.1.D of this specification.

3.4 Rolling

Immediately following the application of the cover material, the surface shall be rolled with three self-propelled pneumatic-tired rollers. Elapsed time from cover coat application to initial rolling shall not exceed 5 minutes. Three coverages each shall be made with the pneumatic rollers. Each roller shall carry a minimum of 2,000 pounds on each wheel and a minimum of 60 psi in each tire. The rollers shall not travel in excess of 12 miles per hour. A minimum of three self-propelled pneumatic rollers shall be required for all project areas.

3.5 Joints

All joints shall be constructed as approved by the Project Manager such that there is a uniform application of cover material and bituminous material.

3.6 Distributing Equipment

Distributor trucks shall be of the pressure type with insulated tanks. Gravity distributors will not be permitted.

Spray bars and extensions shall be of the full circulating type. The spray bar shall be adjustable to permit varying height above the surface to be treated.

The nozzle spacing, center-to-center, shall not exceed six (6) inches. The valves shall be operated so that one or all valves may be quickly opened or closed in one operation. The valves that control the flow from the nozzles shall be of a positive acting design so as to provide a uniform, unbroken spread of bituminous material on the surface.

The distributor shall be equipped with devices and charts to provide for accurate, rapid determination and control of the amount of bituminous material being applied. The distributor shall be equipped with an adequate speedometer of the auxiliary wheel type or electronic meter device measuring ground speed in feet per minute. The distributor shall also be equipped with pressure gauges and an accurate thermometer for determination of the temperature of bituminous material. The spreading equipment shall be designed so that uniform application of a bituminous material can be applied in controlled amounts ranging from 0.05 to 2.0 gallons per square yard. Transverse variation rate shall not exceed ten (10) percent of the specified application rate. The distributor shall be equipped with a hose and nozzle attachment to be used for spotting skipped areas and areas inaccessible to the distributor. Distributor and booster tanks shall be maintained as to prevent dripping of bituminous material from any part of the equipment.

Equipment that fails to perform satisfactorily shall be removed from the job and replaced with equipment that meets the standards and satisfactorily performs.

3.7 Fog Seal

Following the cleanup of the basalt chip seal by the contractor, the streets that are listed will be fog sealed using bituthene Bitu-60 or a comparable material at an application rate of 0.10 minimum to 0.12 gallons per square yard using equipment that meets or exceeds the standards in 3.6.

The surfaces of structures, trees and shrubbery adjacent to the areas being fog sealed shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage to such structures or landscaping, as well as vehicles.

END OF DOCUMENT

Appendix A

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, disability or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, age, disability or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

CITY OF POST FALLS

Finance Department

MEMORANDUM

To: Mayor and Council Members

From: Jason Faulkner, Finance Director

Date: 04/20/2022

Subject: Cash and Investments

Agenda Item

Consent Calendar

Summary

The Finance Department is providing the cash and investment balances for each month to be in compliance with the following: Idaho Code 50-208, Idaho Code 50-708 and Idaho Code 57-135. Please let me know if you have any questions and the details are available upon request.

Recommended Action or Motion

Approve.

Fiscal Impact

None.

City of Post Falls

Cash and Investments

2/28/2022

Description	City's Balance
Idaho State Investment Pool	
LGIP Acct 1399	37,629,297.30
LGIP Accts 1401-2302	58,045,016.79
First Financial Equity Corporation	
General Accts Investments	22,934,082.46
Contingency Accts	6,034,832.74
Moreton Capital Investments	
Moreton Securities	14,141,190.98
Mountain West bank	
Repurchase Sweep Account	10,121,691.58
Checking Account	75,000.58
Cash on Hand	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	205.00
Park	203.00
Planning and Zoning	150.00
Total	$ 148,982,745.43

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS

Jason Faulkner

Jason Faulkner, Finance Director, City of Post Falls, Idaho

City of Post Falls

Treasurer's Report of Cash and Investment Transactions

As Of 02/28/2022

FUND	BALANCE 01/31/2022	RECEIPTS	DISBURSEMENTS	BALANCE 02/28/2022
001 - GENERAL FUND	$ 42,197,724.15	$ 1,509,134.80	$ 2,386,469.83	$ 41,320,389.12
002 - COMPREHENSIVE LIABILITY	257,338.56	14,042.88	-	271,381.44
003 - PERSONNEL BENEFIT POOL	(164,629.30)	290,631.10	333,815.02	(207,813.22)
004 - STREET LIGHTS	128,282.17	10.44	-	128,292.61
007 - DRUG SEIZURE PROGRAM	161,866.38	4,614.77	1,624.00	164,857.15
008 - 911 SUPPORT	1,960,544.60	48,499.77	12,986.40	1,996,057.97
011 - FACILITY BUILDING RESERVE	1,829,060.11	29,317.94	-	1,858,378.05
017 - ANNEXATION FEES	3,259,025.40	32,556.27	4,191.42	3,287,390.25
023 - SPECIAL EVENTS	247,203.18	2,360.31	20.00	249,543.49
029 - CEMETERY CAPITAL IMPROVEMENT	267,716.97	6,222.30	-	273,939.27
035 - PUBLIC SAFETY IMPACT FEES	1,914,069.78	59,077.42	2,871.73	1,970,275.47
037 - STREETS IMPACT FEES	5,982,848.14	252,944.22	39,963.32	6,195,829.04
038 - PARKS IMPACT FEES	3,890,079.27	252,742.11	2,564.80	4,140,256.58
039 - STREETS CAPITAL PROJECTS	20,761.64	1.69	-	20,763.33
402 - LID 99-1	(30,979.88)	-	-	(30,979.88)
410 - LID 2004	(96,828.99)	30.89	-	(96,798.10)
450 - LID GUARANTEE	17,329.21	1.41	-	17,330.62
650 - RECLAIMED WATER OPERATING	60,075,033.11	1,269,140.05	412,098.91	60,932,074.25
651 - RECLAIMED WATER CAPITAL - WWTP	(5,500,127.61)	704,986.05	1,239,356.74	(6,034,498.30)
652 - RECLAIMED WATER CAPITAL - COLLECTOR	6,750,894.10	282,917.37	2,590.00	7,031,221.47
700 - SANITATION	1,107,818.19	309,442.37	319,622.75	1,097,637.81
750 - WATER OPERATING	19,927,722.98	275,184.03	351,813.41	19,851,093.60
753 - WATER CAPITAL	4,280,248.74	276,719.67	10,845.00	4,546,123.41
GRAND TOTAL:	**$ 148,483,000.90**	**$ 5,620,577.86**	**$ 5,120,833.33**	**$ 148,982,745.43**

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

Jason Faulkner

Jason Faulkner, Finance Director, City of Post Falls, Idaho

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 28, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	$ 97,542.00	$ 74,434.16	76.3%
	Personnel	103,412.46	39,264.28	38.0%
		200,954.46	113,698.44	56.6%
412 - INFORMATION SYSTEMS	Operating	114,868.00	44,737.23	38.9%
	Capital	-	-	0.0%
	Personnel	302,007.25	116,857.35	38.7%
		416,875.25	161,594.58	38.8%
413 - GENERAL SERVICES	Operating	14,950.00	4,761.97	31.9%
	Personnel	262,043.22	102,460.06	39.1%
		276,993.22	107,222.03	38.7%
414 - FINANCE	Operating	238,893.00	146,348.19	61.3%
	Personnel	567,328.98	220,060.26	38.8%
		806,221.98	366,408.45	45.4%
415 - CITY CLERK	Operating	10,450.00	7,594.18	72.7%
	Capital	-	-	0.0%
	Personnel	72,137.91	28,804.63	39.9%
		82,587.91	36,398.81	44.1%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	1,434.60	19.9%
	Capital	-	-	0.0%
	Personnel	133,622.19	50,899.87	38.1%
		140,822.19	52,334.47	37.2%
418 - HUMAN RESOURCES	Operating	7,950.00	2,591.23	32.6%
	Personnel	239,077.70	95,597.92	40.0%
		247,027.70	98,189.15	39.7%
419 - LIBRARY	Operating	-	17.22	
		-	17.22	
421 - POLICE	Operating	646,105.48	293,238.52	45.4%
	Capital	186,000.00	-	0.0%
	Personnel	6,507,818.65	2,351,447.22	36.1%
		7,339,924.13	2,644,685.74	36.0%
423 - OASIS	Operating	4,000.00	10,651.99	266.3%
	Personnel	124,978.71	55,803.94	44.7%
		128,978.71	66,455.93	51.5%
424 - LEGAL (PROSECUTING)	Operating	56,750.00	15,689.07	27.6%
	Capital	25,000.00	-	0.0%
	Personnel	736,149.10	283,191.67	38.5%
		817,899.10	298,880.74	36.5%
427 - ANIMAL CONTROL	Operating	17,250.00	3,552.72	20.6%
	Personnel	162,597.58	65,900.97	40.5%
		179,847.58	69,453.69	38.6%
431 - STREETS	Operating	1,987,099.30	316,698.14	15.9%
	Capital	235,000.00	9,775.00	0.0%
	Personnel	1,074,995.66	430,326.90	40.0%
		3,297,094.96	756,800.04	23.0%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 28, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	3,115.59	35.2%
		8,850.00	3,115.59	35.2%
433 - FACILITY MAINTENANCE	Operating	33,650.00	11,245.21	33.4%
	Capital	2,000.00	-	0.0%
	Personnel	269,505.65	96,298.52	35.7%
		305,155.65	107,543.73	35.2%
434 - FLEET MAINTENANCE	Operating	165,812.00	109,594.38	66.1%
	Capital	690,000.00	139,840.25	20.3%
	Personnel	363,300.47	140,818.49	38.8%
		1,219,112.47	390,253.12	32.0%
435 - -GIS	Operating	44,734.00	7,645.89	17.1%
	Personnel	167,995.10	63,825.69	38.0%
		212,729.10	71,471.58	33.6%
441 - URBAN FORESTRY	Operating	45,530.00	11,312.91	24.8%
	Capital	151,300.00	-	0.0%
	Personnel	184,150.59	50,853.63	27.6%
		380,980.59	62,166.54	16.3%
442 - CEMETERY	Operating	109,395.00	25,103.14	22.9%
	Capital	16,650.00	-	0.0%
	Personnel	164,263.17	62,736.70	38.2%
		290,308.17	87,839.84	30.3%
443 - PARKS	Operating	690,894.74	191,961.80	27.8%
	Capital	545,700.00	-	0.0%
	Personnel	1,116,114.64	386,440.30	34.6%
		2,352,709.38	578,402.10	24.6%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	893,000.00	320,125.30	35.8%
		893,000.00	320,125.30	35.8%
445 - RECREATION	Operating	199,199.00	74,519.96	37.4%
	Personnel	859,831.75	235,504.35	27.4%
		1,059,030.75	310,024.31	29.3%
451 - PLANNING & ZONING	Operating	36,519.00	15,038.17	41.2%
	Personnel	303,384.37	118,079.15	38.9%
		339,903.37	133,117.32	39.2%
452 - BUILDING INSPECTOR	Operating	29,750.00	14,291.50	48.0%
	Personnel	618,701.99	241,156.62	39.0%
		648,451.99	255,448.12	39.4%
453 - ENGINEERING	Operating	40,800.00	33,205.65	81.4%
	Capital	-	-	0.0%
	Personnel	651,766.84	229,897.41	35.3%
		692,566.84	263,103.06	38.0%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 28, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	9,680.00	6,717.83	69.4%
	Personnel	195,131.63	78,026.41	40.0%
		204,811.63	84,744.24	41.4%
465 - STREET LIGHTS	Operating	620,000.00	204,862.45	33.0%
		620,000.00	204,862.45	33.0%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,826,447.92	213,977.28	11.7%
	Capital	580,000.00	-	0.0%
		2,406,447.92	213,977.28	8.9%
482 - PERSONNEL POOL	Operating	3,300,000.00	1,375,000.00	41.7%
	Personnel	263,212.33	14,652.08	5.6%
		3,563,212.33	1,389,652.08	39.0%
497 - TRANSFERS OUT	Operating	375,000.00	156,250.00	41.7%
		375,000.00	156,250.00	41.7%
TOTAL GENERAL FUND		**29,507,497.38**	**9,404,235.95**	31.9%
002 - INSURANCE FUND	Operating	338,249.38	137,315.50	40.6%
		338,249.38	137,315.50	40.6%
003 - PERSONNEL FUND	Operating	112,152.00	52,037.60	46.4%
	Capital	-	-	0.0%
	Personnel	4,448,700.00	1,552,361.08	34.9%
		4,560,852.00	1,604,398.68	35.2%
007 - DRUG SEIZURE FUND	Operating	135,000.00	5,384.77	4.0%
		135,000.00	5,384.77	4.0%
008 - 911 FUND	Operating	452,763.74	20,453.04	4.5%
	Capital	-	2,800.00	0.0%
	Personnel	74,742.80	28,877.77	38.6%
		527,506.54	52,130.81	9.9%
011 - FACILITY BUILDING RESERVE FUND	Operating	1,807,000.00	-	0.0%
	Capital	-	-	0.0%
		1,807,000.00	-	0.0%
017 - ANNEXATION FUND	Operating	1,900,000.00	41,036.53	2.2%
	Capital	1,000,000.00	-	
		2,900,000.00	41,036.53	1.4%
023 - SPECIAL EVENTS FUND	Operating	46,248.00	3,754.51	8.1%
		46,248.00	3,754.51	8.1%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	
		202,500.00	-	0.0%
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,463,000.00	14,358.65	1.0%
	Capital	-	-	0.0%
		1,463,000.00	14,358.65	1.0%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 28, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	475,000.00	-	0.0%
	Capital	24,720,984.00	2,233,503.49	
		25,195,984.00	2,233,503.49	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,885,000.00	-	0.0%
	Capital	2,375,000.00	521,807.01	22.0%
		4,260,000.00	521,807.01	12.2%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	528,000.00	-	0.0%
		528,000.00	-	0.0%
450 - LID GUARANTEE FUND	Operating	150.00	62.50	41.7%
		150.00	62.50	41.7%
650 - RECLAIMED WATER OPERATING FUND	Operating	11,305,311.52	1,168,105.73	10.3%
incld: wwo, collections, recycled, surface	Capital	215,000.00	-	0.0%
	Personnel	1,853,787.83	668,509.74	36.1%
		13,374,099.35	1,836,615.47	13.7%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	923,389.00	293,203.38	31.8%
	Capital	22,620,000.00	4,639,283.43	20.5%
		23,543,389.00	4,932,486.81	21.0%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	1,800,000.00	222,023.49	12.3%
		1,800,000.00	222,023.49	12.3%
700 - SANITATION FUND	Operating	3,553,481.24	1,329,180.10	37.4%
		3,553,481.24	1,329,180.10	37.4%
750 - WATER OPERATING FUND	Operating	1,943,076.31	548,445.02	28.2%
	Capital	424,316.00	110,088.86	
	Personnel	720,293.80	284,718.99	39.5%
		3,087,686.11	943,252.87	30.5%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	1,100,000.00	32,758.88	3.0%
		1,100,000.00	32,758.88	3.0%
GRAND TOTAL		$ 117,930,643.00	$ 23,314,306.02	19.8%

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

Jason Faulkner

Jason Faulkner, Finance Director, City of Post Falls, Idaho.

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar

MEETING DATE: 5/3/2022

DATE: 4/21/2022 3:21 PM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Amy Rainville

SUBJECT: Trade In Disposals

ITEM AND RECOMMENDED ACTION:
These are Trade In Disposal Forms for a new Tractor and Implements that go with it. The purchase of the Tractor does not need Council Approval.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:
001-434.0000.90010

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 04/13/20
OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☑ MACHINERY & EQUIPMENT
- ☐ VEHICLE(Enter Mileage)
- ☐ OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER

ASSET DESCRIPTION: 2007 John Deere 990 4WD PS CST with SCV Tractor

TAG# 3977 SERIAL # LV0990G791268 MODEL#

- ☐ ABANDONED IN PLACE
- ☐ DESTROYED
- ☐ SOLD AT AUCTION
- ☐ SOLD
- ☑ TRADED IN

SELLING PRICE
SELLING PRICE
CASH VALUE/TRADE IN 9000.00

AUTHORIZED SIGNATURE

- ☐ LOST
  Please attach police report
- ☐ STOLEN
  Please attach police report

ASSET MANAGER SIGNATURE

REPLACED	YES ✔	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO ✔

ESTIMATED REMAINING USEFUL LIFE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 04/13/20 OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☑ MACHINERY & EQUIPMENT
- ☐ VEHICLE(Enter Mileage)
- ☐ OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER

ASSET DESCRIPTION: 2004 Howard 50" Tiller

TAG# _____ SERIAL # HR3-50 MODEL# _____

- ☐ ABANDONED IN PLACE
- ☐ DESTROYED
- ☐ SOLD AT AUCTION
- ☐ SOLD
- ☑ TRADED IN

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN 500.00

_____
AUTHORIZED SIGNATURE

- ☐ LOST
  Please attach police report
- ☐ STOLEN
  Please attach police report

_____
ASSET MANAGER SIGNATURE

REPLACED YES ✔ NO _____
USEFUL LIFE OF ASSET INCREASED YES _ _ NO _ ✔ _

ESTIMATED REMAINING USEFUL LIFE _____

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 04/13/20 OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☑ MACHINERY & EQUIPMENT
- ☐ VEHICLE(Enter Mileage)
- ☐ OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER

ASSET DESCRIPTION: Brillion SSb12 Seeder

TAG# 4066 SERIAL # 171711 MODEL# _____

- ☐ ABANDONED IN PLACE
- ☐ DESTROYED
- ☐ SOLD AT AUCTION
- ☐ SOLD
- ☑ TRADED IN

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN 7000.00

_____
AUTHORIZED SIGNATURE

- ☐ LOST
  Please attach police report
- ☐ STOLEN
  Please attach police report

_____
ASSET MANAGER SIGNATURE

REPLACED	YES ✔	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO ✔

ESTIMATED REMAINING USEFUL LIFE _____

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 04/13/20 OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☑ MACHINERY & EQUIPMENT
- ☐ VEHICLE(Enter Mileage)
- ☐ OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER

ASSET DESCRIPTION: 2001 John Deere Box Scrapper

TAG# 3852 SERIAL # _____ MODEL# _____

- ☐ ABANDONED IN PLACE
- ☐ DESTROYED
- ☐ SOLD AT AUCTION
- ☐ SOLD
- ☑ TRADED IN

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN 800.00

_____
AUTHORIZED SIGNATURE

- ☐ LOST
  Please attach police report
- ☐ STOLEN
  Please attach police report

_____
ASSET MANAGER SIGNATURE

REPLACED YES ✔ NO _____
USEFUL LIFE OF ASSET INCREASED YES _ _ NO _ ✔ _

ESTIMATED REMAINING USEFUL LIFE _____

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 04/13/20 OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☑ MACHINERY & EQUIPMENT
- ☐ VEHICLE(Enter Mileage)
- ☐ OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER

ASSET DESCRIPTION: 2003 Micro Mower 138XL

TAG# 10469 SERIAL # 032404 MODEL# _____

- ☐ ABANDONED IN PLACE
- ☐ DESTROYED
- ☐ SOLD AT AUCTION
- ☐ SOLD
- ☑ TRADED IN

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN 1500.00

_____
AUTHORIZED SIGNATURE

- ☐ LOST
  Please attach police report
- ☐ STOLEN
  Please attach police report

_____
ASSET MANAGER SIGNATURE

REPLACED YES ✔ NO _____
USEFUL LIFE OF ASSET INCREASED YES _ _ NO _ ✔ _

ESTIMATED REMAINING USEFUL LIFE _____

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 04/13/20 OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☑ MACHINERY & EQUIPMENT
- ☐ VEHICLE(Enter Mileage)
- ☐ OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER

ASSET DESCRIPTION: Ford 138 PTO Rotory Motor and a Ford Post Hole Digger

TAG# _____ SERIAL # _____ MODEL# _____

- ☐ ABANDONED IN PLACE
- ☐ DESTROYED
- ☐ SOLD AT AUCTION
- ☐ SOLD
- ☑ TRADED IN

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN 600.00

_____
AUTHORIZED SIGNATURE

- ☐ LOST
  Please attach police report
- ☐ STOLEN
  Please attach police report

_____
ASSET MANAGER SIGNATURE

REPLACED YES ✔ NO _____
USEFUL LIFE OF ASSET INCREASED YES _____ NO ✔

ESTIMATED REMAINING USEFUL LIFE _____

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar

MEETING DATE: 5/3/2022

DATE: 4/27/2022 9:09 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Amber Blanchette

SUBJECT: Blue Spruce Meadows Subdivision MDA File NO. SUBD-0011-2021

ITEM AND RECOMMENDED ACTION:
With approval of the Consent Calendar, City Council authorizes the Mayor's signature for the Master Development Agreement (MDA), Blue Spruce Meadows Subdivision.

DISCUSSION:
The applicant, Wildflower Properties, LLC, requested to modify the approved 18 duplex and 2 twinhome lot subdivision as part of the western portion of the Wildflower Subdivision on approximately 4.7053 acres into 38 Twinhome (R2) lots; lot sizes, on average, are proposed to be about 4, 053 square feet for each twinhome lots (1 unit for each lot). The general location is one 5-acre lot west of the southwest corner of Midway Ave. and McGuire Rd.
On December 12, 2021, a public hearing was held before Planning and Zoning Commission, after they heard the record and received public testimony, the Commission moved to approve the requested subdivision.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
N/A

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

MASTER DEVELOPMENT AGREEMENT
FOR
BLUE SPRUCE MEADOWS SUBDIVISION
(File No. SUBD-0011-2021)

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and ***Wildflower Properties, LLC an Idaho Limited Liability Company; 3931 N Schreiber Way, Coeur d'Alene, ID 83815;*** hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

The following provisions establish the context of this Agreement and constitute binding provisions hereof:

A. Developer owns approximately **4.7053** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Blue Spruce Meadows Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-3, File # SUBD-0011-2021, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit No.1**.

B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code §50-301.

C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.

E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Blue Spruce Meadows Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.

F. The Planning and Zoning Commission held a public hearing on **December 14, 2021,** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Blue Spruce Meadows Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit No. 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.

G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.

H. The Reasoned Decision were prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.

I. For the Project, City, and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.

J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The

factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

NOW, THEREFORE, It is agreed by the City and the Developer as follows:

1. Property and Term.

1.1 Property Subject to this Agreement

The Land is described as follows:

Tract 66, PLAT 5, Greenacres Irrigation District, according to the Official PLAT Thereof, Filed in Book "B" of PLATS, Page 70, Records of Kootenai County, State of Idaho

1.2 Term

The term of this Agreement shall commence upon the execution of this Agreement by all parties to this Agreement and shall continue for three years thereafter or until all lands described in 1.1 are subdivided or otherwise developed in accordance with the terms of this Agreement, unless earlier terminated as provided herein. If construction of the approved development is not commenced with sustained effort within one (1) year after approval, the city may give notice to the developer of the intent to terminate the agreement for non-performance. Upon such notice, the Developer shall be allowed a public hearing concerning the City's intent to terminate, if requested. After hearing from the Developer, in addition to comments from the public, city's governing board may finally decide the status of the agreement. Section 9.2 shall continue in effect after the term of this agreement and shall be an ongoing obligation of the property owners.

2. Project Regulations and Policies

2.1. Project Development

Developer shall have the right to develop the Project in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Project as set forth in this Agreement and consistent with applicable local and state laws. Except as otherwise specified in this Agreement, the approvals memorialized hereby shall control the overall design, development and construction of the Project, and all on-and off-site improvements and appurtenant improvements in connection therewith, in the manner specified in this Agreement. Nothing in this Agreement shall contravene any applicable provision of law, which is not subject to modification by the City.

2.1.1. Existing Approvals

Development of the Property shall be subject to all of the conditions and standards as set forth in the Reasoned Decision and in the Annexation Agreement between the parties ***entered into on April 2, 2019.*** The development of the Property shall be consistent with adopted rules, regulations and ordinances of the City except where such rules, regulations and ordinances are expressly modified by the approvals accorded the project.

2.1.2. Future Application

Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner, which most closely approximates the approach, envisioned by this Agreement and the terms of the approvals memorialized hereby.

2.1.3 Fees

All applications for City approvals, permits and entitlements shall be subject to City's development and processing fees and charges at the time of consideration of the final plat map, development approval request, or building permit except as expressly superseded by Section 2.1.1 herein.

2.2. Project is a Private Undertaking

It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements; that Developer shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable provisions of law. The only relationship between City and Developer is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.

2.3 Hold Harmless

Developer hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Developer's development of the Project, excepting claims and causes of actions brought by the Developer for default of this Agreement or those arising from the negligence or willful misconduct of the City.

3. City's Good Faith in Processing

3.1 Processing

City agrees that it will accept, process and review, in good faith, in accordance with the terms of this Agreement all applications for final plat map processing and approval, building permits or other authorizations needed for development of the Project.

3.2 Permits

City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project,

and that City agrees to issue such permits and approvals in a reasonable and timely manner to allow the Developer to develop the Project, subject to compliance with all provisions of applicable law.

4. Notices, Demands and Communications Among the Parties

4.1 Notice

Formal written notices, demands, correspondence and communications between the City and Developer shall be sufficiently given if dispatched by certified mail, postage prepaid, return receipt requested, to the offices of the City and the Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Developer or the Planning and Building Director of the City.

DEVELOPER
Wildflower Properties, LLC
3931 N Schreiber Way
Coeur d'Alene, ID 83815

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to this Section 5.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of it rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to

withhold approval of issuance of building or construction permits when a material condition of default exists.

5.2 Applicable Law/Attorneys' Fees.

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees; court costs and such other costs as may be found by the Court.

5.3 Termination for Unforeseen Circumstances

These provisions provide a mechanism for the identification of those circumstances, which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based, and forward to Developer (a minimum of ten (10) days prior to the hearing) all documents relating to such determination and reasons therefore; (2) notify Developer, in writing, at least fourteen (14) days prior to the date, the time and place of the hearing; and (3) hold a hearing on the determination at which hearing Developer shall have the right to offer evidence to the contrary. City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known: (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of development as of the date of such suspension, modification or termination. In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended. The unforeseen circumstances, which shall cause the operation of this provision, shall not be the result of changes in state or federal law. The procedures described herein shall apply to circumstances, which threaten the health, safety and welfare of the public. If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such

modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

7.2 Mortgagee Not Obligated

Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

7.3 Notice of Default to Mortgagee

If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

8. Transfers and Assignments

8.1 Right to Assign

Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of Developer's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Developer's obligations established hereby or by law.

8.2 Release Upon Transfer

Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 8.1 above, Developer shall be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer (1) if Developer is not then in default under this Agreement; (2) Developer has provided to City notice of such transfer, and (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of Developer under this Agreement with respect to the Property, or portion thereof, transferred, and if City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of Developer pursuant to Section 5 or if surety is provided to guarantee performance. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 9 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

9. Covenants Run with The Land

9.1

All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

9.2 Maintenance of Common Area Landscaping

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Findings of Fact and Conclusions and or upon the face of the recorded plat). The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all normal activities required to sustain attractive healthy plants and plantings in a landscaped environment. This responsibility includes the costs for snow removal along sidewalks and asphalt trails; along with maintenance of the irrigation system, providing water, replacing shrubs, sod, trees and other plants as required to keep the landscaped areas attractive and healthy. Developer agrees that in the event that the Homeowner's Association fails to meet its obligation under this provision that the City is authorized to contract to provide the maintenance services and to assess the cost of such maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

10. General Provisions

10.1 No Joint Venture or Partnership

City and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer a joint venture or partners.

10.2 Severability

City and Developer agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

10.3. Entire Agreement

This Agreement is executed in one original and consists of **twenty (20)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

Exhibit 1: **General Site Plan of Record (Exhibit A-3, File No. SUBD-0011-2021, Post Falls Community Development Department records)**

Exhibit 2: **Reasoned Decision, Blue Spruce Meadows Subdivision**

10.3 Completion of Performance

Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Developer shall be recorded in the Official Records of Kootenai County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit, and which is intended to run with the land unless expressly approved by the governing board of the City.

10.5 Force Majeure

Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

10.6 Estoppel Certificate

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the

performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

10.7 Duty to Record

This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by City.

Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

_____

Ronald G Jacobson, Mayor

_____

Shannon Howard, City Clerk

By: Owner

_____

Wildflower Properties, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)

:ss

County of Kootenai)

On this ___ day of ____, 20__, before me, a Notary for the state of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the Mayor and City Clerk, of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____

Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

ACKNOWLEDGMENT

STATE OF Idaho)

:ss

County of Kootenai)

On this 6 day of April, 2022, before me, a Notary for the State of Idaho, personally appeared ***Wildflower Properties, LLC***, known, or identified to me to be the company whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

JENNIFER CARPITA
Commission Number 54988
Notary Public
State of Idaho
My Commission Expires 8/6/2027

_____

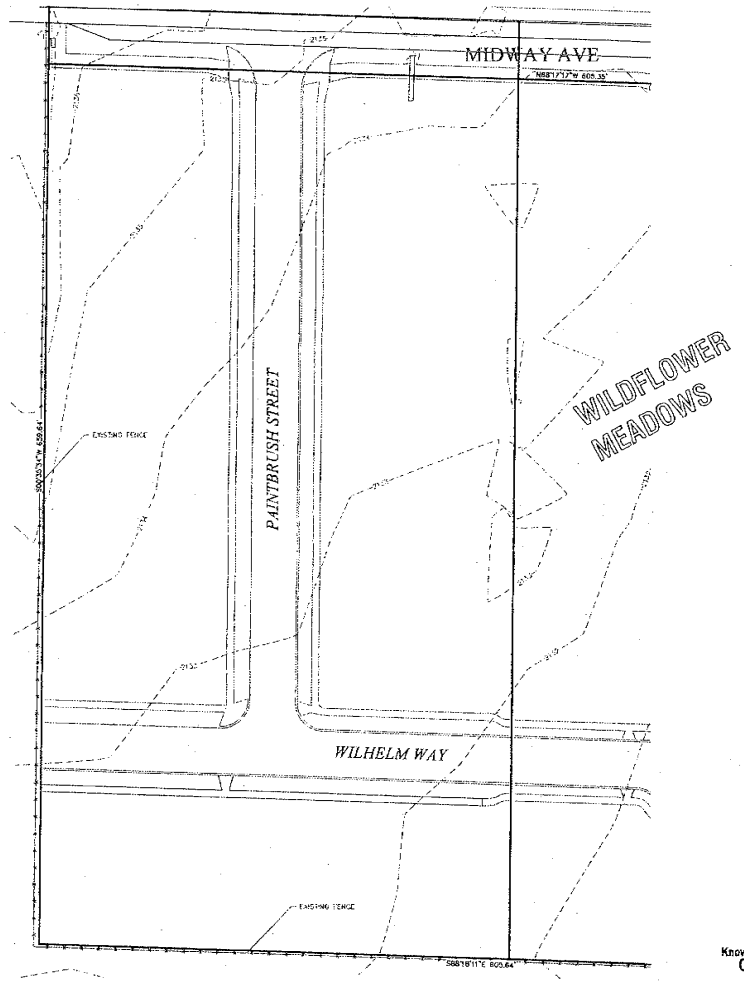
Notary Public for the State of Idaho
Residing at: Post Falls
Commission Expires: 8/6/27

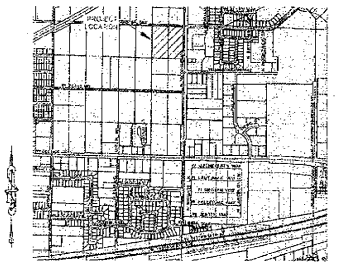
PROPERTY LINES SHOWN ARE APPROXIMATE. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY BY ACE SOLUTIONS.

DATUM: NAVD 88 GEOID 09
CONTOUR INTERVAL: 1 FOOT

PROPOSED LAYOUT FOR BLUE SPRUCE MEADOWS

TRACT 66 OF GREENACRES IRRIGATION DISTRICT PLAT NO. 5,
SE QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO





VICINITY MAP
N.T.S.

AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED TO LOCATE EXISTING PROPERTY CORNERS ASSOCIATED WITH THE SUBJECT PROJECT. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS, AND THEIR LOCATIONS SHALL BE VERIFIED PRIOR TO AND AT THE COMPLETION OF CONSTRUCTION - PER IDAHO CODE 55-1613, EXISTING MONUMENTS SHALL BE ENCOUNTERED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.

PARCEL # 0-2960-32-066-22
AIN # 125402
OWNER: CLINT PAULSEN
LOT AREA 4.857 ac
CURRENT ZONING R1
SNOA CATEGORY A
SITE ADDRESS: 2918 W MIDWAY AVE
POST FALLS, IDAHO 83854

H-Scale 1"= 40'
40 20 0 40 80
11x17 SCALE: 1"=80'

City of Post Falls Approval

Approved By:

City Engineer Date

Know what's below. Call before you dig.

T1 COVER SHEET / EXISTING CONDITIONS
C1 NOTES
C1 OVERVIEW OF IMPROVEMENTS
C2 MCGUIRE ROAD PROFILE
C3 MIDWAY AVE PROFILE & IMPROVEMENTS
C4 PAINTBRUSH ST PROFILE & IMPROVEMENTS
C5 WILHELM WAY PROFILE & IMPROVEMENTS
C6 WILHELM WAY PROFILE & IMPROVEMENTS
C7 GRADING & STORMWATER PREVENTION
C8 PAVEMENT MARKINGS / SIGNS
L1 LIGHTING, LANDSCAPING, & EROSION CTRL
D1 DETAILS
D2 DETAILS
D3 DETAILS
D4 DETAILS
D5 DETAILS
D6 DETAILS
D7 DETAILS

PROPERTY BOUNDARY
RIGHT-OF-WAY
EASEMENT LINE
BUILDING SETBACK
EXISTING ASPHALT
EXISTING CONCRETE
EXISTING GRAVEL
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR
EXISTING FENCE
EXISTING CULVERT
EXISTING COMMUNICATIONS LINE
EXISTING GAS LINE
EXISTING OVERHEAD ELECTRIC LINE
EXISTING UNDERGROUND ELECTRIC LINE
EXISTING SANITARY SEWER
EXISTING WATERLINE
EXISTING UTILITY POLE
EXISTING GUY ANCHOR
EXISTING SEWER MANHOLE
EXISTING FIRE HYDRANT
EXISTING VALVE
EXISTING WELL
EXISTING TREE
EXISTING SIGN

PROPOSED PAVEMENT
PROPOSED CONCRETE
PROPOSED MAJOR CONTOUR
PROPOSED MINOR CONTOUR
PROPOSED FENCE
PROPOSED CULVERT
PROPOSED STORM DRAIN
PROPOSED SANITARY SEWER
PROPOSED WATERLINE
PROPOSED IRRIGATION LINE
PROPOSED FIRE HYDRANT
PROPOSED WATER METER
PROPOSED WATER VALVE
PROPOSED WATER SERVICE WITH CURB STOP
PROPOSED REDUCER
PROPOSED SEWER MANHOLE
PROPOSED SEWER CLEANOUT
PROPOSED SEWER SERVICE
PROPOSED STORM DRAIN MANHOLE
PROPOSED DRYWELL
PROPOSED INLET STRUCTURE
PROPOSED CATCH BASIN
PROPOSED STREET LIGHT
BENCHMARK

ACE SOLUTIONS
Advanced civil engineering solutions
699 N. Calgary Court, Suite 7,
Post Falls, Idaho 83854
PHONE (208)777-1854
FAX (208)777-1978
www.acesolutions.pro

PROFESSIONAL ENGINEER STATE OF IDAHO

IMPROVEMENT PLANS FOR
BLUE SPRUCE MEADOWS
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

MARK	DATE	DESCRIPTION

ISSUE DATE: 4/1/19
PLOT DATE: 7/22/21
DRAWN BY: SCW
CHECKED BY: RJC / JEH
DWG FILE: 19-023 PH 2
PROJ. # 19-023

SHEET TITLE:
COVER SHEET
EXISTING
CONDITIONS

T1

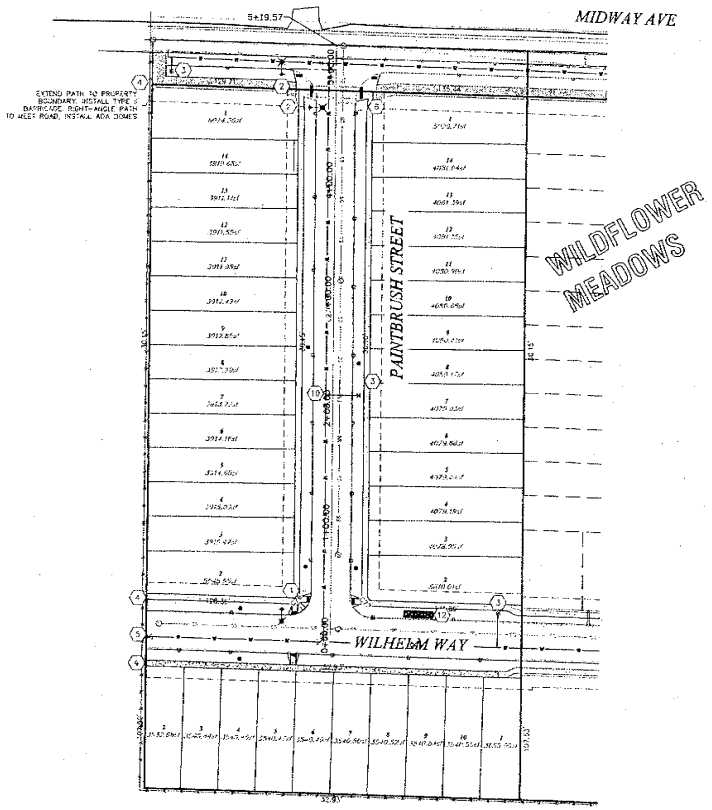
City of Post Falls Approval

Approved By:

City Engineer Date

PROPOSED LAYOUT FOR BLUE SPRUCE MEADOWS

TRACT 66 OF GREENACRES IRRIGATION DISTRICT PLAT NO. 5,
SE QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



NOTE: CONTRACTOR TO SUBMIT WATER/SEWER PLAN OF CROSSING AT MIDWAY & MIDWAY INTERSECTION TO EAST GREENACRES IRRIGATION DISTRICT

NOTE:
- INSTALL CURB CUTS AS INDICATED ON PLAN
- INSTALL SIDEWALK UNDERDRAINS AS INDICATED ON PLAN
- CONSTRUCTION SWALES NOT TO ENCROACH BEYOND BUILDING SETBACK LINES
- CONTRACTOR TO FIELD-VERIFY UTILITIES PRIOR TO EXCAVATION

1. INSTALL STREET SIGN ONLY
2. INSTALL LAMP POST, 100-WATT LED EQUIVALENT STEEL STANDARD COBRA
3. INSTALL FIRE HYDRANT ASSEMBLY
4. INSTALL CLASS II TERMINUS BARRICADE
5. INSTALL TWO CLASS II TERMINUS BARRICADES
6. INSTALL STOP SIGN / STREET SIGN COMBO
7. INSTALL SPEED LIMIT SIGN (25 MPH)
8. INSTALL INTERMEDIATE SWALE (525 FT±)
9. LOWEST POINT ON STREET, CURB CUT / SIDEWALK UNDERDRAIN PLACED BOTH SIDES
10. INSTALL 1000-GALLON DRY WELL AT SWALE CENTER
11. INSTALL STOP SIGN (ONLY)
12. INSTALL CLUSTER MAILBOXES (TWO 16-BOX, ONE 13-BOX)

LEGEND

- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- EXISTING PAVEMENT
- ROAD EXPANSION (ASPHALT TO BE INSTALLED)
- SWALE / STRIP
- CONCRETE (CURB / SIDEWALK)
- FENCE
- UTILITY EASEMENTS
- LOT LINES
- WATER LINE
- SEWER LINE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- STREETLIGHT
- CURB CUT
- SIDEWALK UNDERDRAIN
- MAILBOXES

H-Scale 1"= 50'

50 25 50 100

11x17 SCALE: 1"=100'

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

OVERVIEW OF IMPROVEMENTS

ACE SOLUTIONS
Advanced Consulting and Engineering Solutions
609 N. Calgary Court, Suite 7,
Post Falls, Idaho 83854
PHONE: (208) 777-1854
FAX: (208) 777-1138
www.acesolutionspro

PRELIMINARY

IMPROVEMENT PLANS FOR BLUE SPRUCE MEADOWS

CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

MARK	DATE	DESCRIPTION

ISSUE DATE: 4/1/19
PLOT DATE: 7/23/21
DRAWN BY: SGB
CHECKED BY: RAG / JEH
DWG FILE: 19-023 PH 2
PROJ. #: 19-023
SHEET TITLE: OVERVIEW OF IMPROVEMENTS

C1

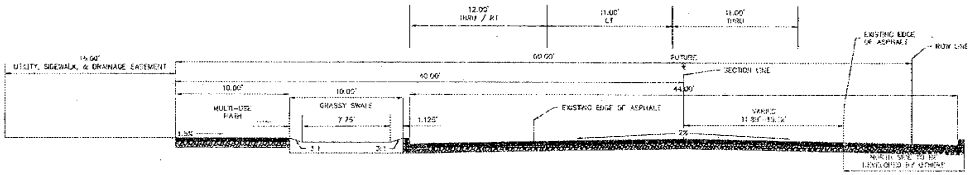
City of Post Falls Approval

Approved By:

City Engineer Date

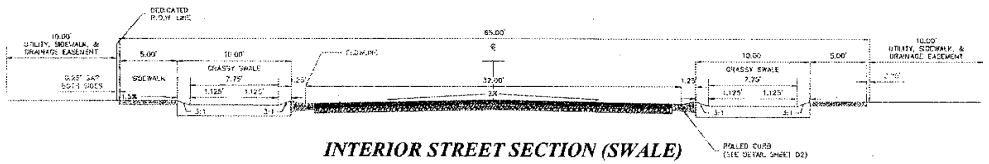
PROPOSED LAYOUT FOR BLUE SPRUCE MEADOWS

TRACT 66 OF GREENACRES IRRIGATION DISTRICT PLAT NO. 5,
SE QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



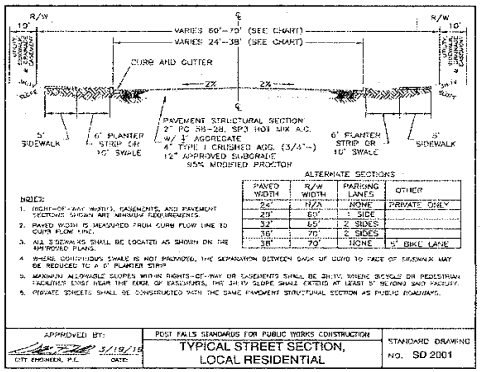
MIDWAY SECTION

SEE SD-2001, TYPICAL STREET SECTION - MINOR COLLECTOR
NTS



INTERIOR STREET SECTION (SWALE)

SEE SD-2004, TYPICAL STREET SECTION - LOCAL RESIDENTIAL
PAINTBRUSH ST. SW WILHELM WY
NTS

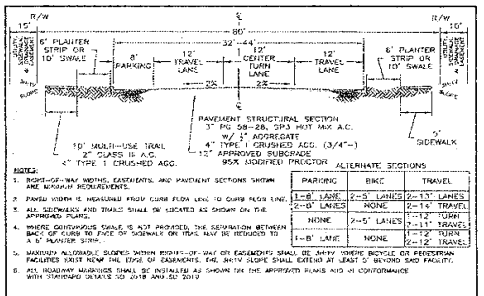


ALTERNATE SECTIONS

PAVED WIDTH	R/W WIDTH	PARKING LANES	OTHER
24'	N/A	NONE	PRIVATE ONLY
28'	60'	1 SIDE	
32'	65'	2 SIDES	
36'	70'	2 SIDES	
38'	70'	NONE	4' BIKE LANE

NOTES:
1. RIGHT-OF-WAY WIDTHS, EASEMENTS, AND PAVEMENT SECTIONS SHOWN ARE MINIMUM REQUIREMENTS.
2. PAVED WIDTH IS MEASURED FROM CURB FLOW LINE TO CURB FLOW LINE.
3. ALL SIDEWALKS SHALL BE LOCATED AS SHOWN ON THE APPROVED PLANS.
4. WHERE CONDITIONS SWALE IS NOT PROVIDED, THE SEPARATION BETWEEN BACK OF CURB TO FACE OF SIDEWALK MAY BE REDUCED TO A 6' PLANTER STRIP.
5. MAXIMUM ALLOWABLE SLOPES WITHIN RIGHTS-OF-WAY OR EASEMENTS SHALL BE 3H:1V, WHERE BICYCLE OR PEDESTRIAN FACILITIES EXIST NEAR THE EDGE OF EASEMENTS, THE 3H:1V SLOPE SHALL EXTEND AT LEAST 5' BEYOND SAID FACILITY.
6. PRIVATE STREETS SHALL BE CONSTRUCTED WITH THE SAME PAVEMENT STRUCTURAL SECTION AS PUBLIC ROADWAYS.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/18 DATE	TYPICAL STREET SECTION, LOCAL RESIDENTIAL	NO. SD 2001



NOTES:
1. RIGHT-OF-WAY WIDTHS, EASEMENTS, AND PAVEMENT SECTIONS SHOWN ARE MINIMUM REQUIREMENTS.
2. PAVED WIDTH IS MEASURED FROM CURB FLOW LINE TO CURB FLOW LINE.
3. ALL SIDEWALKS AND TRAILS SHALL BE LOCATED AS SHOWN ON THE APPROVED PLANS.
4. WHERE CONTINUOUS SWALE IS NOT PROVIDED, THE SEPARATION BETWEEN BACK OF CURB TO FACE OF SIDEWALK OR ITEMS MAY BE REDUCED TO A 6' PLANTER STRIP.
5. MAXIMUM ALLOWABLE SLOPES WITHIN RIGHTS-OF-WAY OR EASEMENTS SHALL BE 3H:1V, WHERE BICYCLE OR PEDESTRIAN FACILITIES EXIST NEAR THE EDGE OF EASEMENTS, THE 3H:1V SLOPE SHALL EXTEND AT LEAST 5' BEYOND SAID FACILITY.
6. ALL ROADWAY MARKINGS SHALL BE INSTALLED AS SHOWN ON THE APPROVED PLANS AND IN CONFORMANCE WITH STANDARD DETAILS SD 2018 AND SD 2019.

PARKING	BIKE	TRAVEL
1-8' LANE	2-5' LANES	2-13' LANES
2-8' LANES	NONE	2-14' TRAVEL
NONE	2-5' LANES	1-12' TURN 2-11' TRAVEL
1-8' LANE	NONE	1-12' TURN 2-12' TRAVEL

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/18 DATE	TYPICAL STREET SECTION, MINOR COLLECTOR	NO. SD 2003

ACE SOLUTIONS
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FAX: (208)777-2128
www.acesolutions.com

PROFESSIONAL ENGINEER REGISTERED STATE OF IDAHO

IMPROVEMENT PLANS FOR BLUE SPRUCE MEADOWS
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

MARK	DATE	DESCRIPTION

ISSUE DATE: 4/1/19
PLOT DATE: 7/22/21
DRAWN BY: SDD
CHECKED BY: MJW / RH
DWG FILE: 19-023 PH 2
PROJ. # 19-023

SHEET TITLE:
DETAILS

D1

Blue Spruce Meadows Subdivision
File No. SUBD-0011-2021
Planning and Zoning Commission
Reasoned Decision

A. INTRODUCTION:

APPLICANT: Ace Solutions

LOCATION: Approximately one 5-acre lot west of the southwest corner of Midway Ave and McGuire Rd.

REQUEST: To modify the approved 18 duplex and 2 twinhome lot subdivision as part of the western portion of the Wildflower Subdivision on approximately 4.7053 acres into 38 Twinhome (R-2) lots; lot sizes, on average, are proposed to be about 4,053 square feet for each twinhome lots (1 unit for each lot). Exhibit A-3.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plan
4. A-4 Will Serve Letter
5. S-1 Staff Vicinity Map
6. S-2 Staff Zoning Map
7. S-3 Staff Future Land Use Map
8. S-4 Approved Wildflower Meadows Subdivision
9. PA-1 PFPD Comments
10. PA-2 PFHD Comments
11. PA-3 DEQ Comments
12. PZ Staff Report
13. Testimony at the December 14, 2021 Planning and Zoning Hearing:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the December 14, 2021 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube channel. The request was for the Commission to review the request to is to modify the approved 18 duplex and 2 twin home lot subdivision as part of the western portion of the Wildflower Subdivision on approximately 4.7053 acres into 38 Twin home (R-2) lots (SUBD-0011-2021). The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

Procedural Note: This matter was previously considered and approved at the August 10, 2021 public hearing before the Commission. However, due to a publishing issue with the notice, the matter was reheard in order to ensure the noticing requirements were met.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report to the Commission. He testified that the applicant is seeking to modify the approved 18 duplex and 2 twin home lot subdivision as part of the western portion of the Wildflower Subdivision on approximately 4.7053 acres into 38 Twin home (R-2) lots. The project is

generally located approximately one 5-acre lot west of the southwest corner of Midway Avenue and McGuire Road. He explained that the applicant would like the duplex and twin home lots to be changed to just twin home lots. He elucidated that duplex lots allow for two units on one parcel, twin home is a single home with a common wall separated by a lot line. He clarified that there would be the same number of units, but there would be more lot lines and there would be no change in density.

PARCEL INFORMATION:
Property Size: 4.71 acres
Current Land Use: Single-Family home within Kootenai County
Current Zoning: Residential R-2 zoning
Proposed Land Use: Residential twin home lots
Surrounding Land Use: The land uses to the east include a single-family home on a large lot that was approved to be developed into twin-home uses within the Wildflower Meadows Subdivision. To the south are incorporated single family-homes from Gabrio Estates Subdivision. North and west include large lot residential homes within Kootenai County.
Surrounding Zoning Districts: Zoning west and north are Kootenai County Agricultural zoning. There is R-2 medium density zoning to the east and to the south it is Residential R-1 Single-Family zoning.
Proposed Density: 8.1 dwelling units/acre
Water Provider: East Greenacres Irrigation District
Sewer: City of Post Falls

Mr. Porter testified about the history of the property, explaining that annexation was approved in 2018, the subdivision was approved in 2019 for 38 single-family homes. Further, the eastern half of the subdivision was amended in 2020 for 27 duplexes and 17 twin home lots. This proposal, he explained, is the western half wanting to change their lots.

Mr. Porter Testified that there is no density change from the approved amendment, it is basically just an increased lot count. The deference is a twin home with a lot line running down the common wall instead of a duplex on one lot. He explained that you are more likely to own a twin home on a lot and you typically see more rentals with duplexes.

Mr. Porter testified that the water provider is East Greenacres Irrigation District, and the sewer provider is the City of Post Falls, both can accommodate the proposed modification. He attested that the proposed streets are consistent with the transportation element of the comprehensive plan. He asserted that there are no issues that involve soil or topographical conditions presenting hazards have been identified.

Mr. Porter testified that the area is zoned R2 which allows the request for these types of twin homes and the proposed use conforms to other requirements found in the code. Further, the developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off-site mitigation will be dealt with through the obligation to pay development impact fees.

Jon Manley, Planning Manager

Mr. Manley made a clarification for the record, when this was originally applied for, we didn't have our current city code which requires that lots in the R-2 that are 45 feet or less be rear loaded. He explained that that this is a continuance from a previous decision it would be considered vested from the time of the previous application. He wanted to make the clarification that if this application were to come in today, they would be required to be rear loaded.

Roger Glessner, ACE Solutions, Applicant

Mr. Glessner testified that this change doesn't really change the unit density it doesn't add any more services to the property. He asserted that it really doesn't add any more traffic, so none of those impacts are changing. He showed that these twin homes, as they're laid out, they're between 30 and 34 feet wide and they vary a little. He submitted that everything else remains the same and the big change is twin homes rather than duplexes. He testified that this creates a lot line down the center of the structure and they're still the same dwelling units with relatively the same frontage and driveway width. He testified that it provides a better steppingstone for first time homeowners to be able to afford these. He testified that it also provides a good opportunity for the elderly to have smaller units.

The hearing was opened for public testimony; however, none was provided.

Deliberations: After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in Post Falls Municipal Code ("PFMC") § 17.12.060.

C. **SUBDIVISION REVIEW CRITERIA:** (Post Falls Municipal Code Title 17.12.060, Subsection H): No subdivision shall receive approval unless findings and conclusions are made that:

C1. **Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.**

The Commission determines that water service to the project would be provided by East Greenacres Irrigation District and provided a will serve letter

C2. **Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.**

The Commission determines that the City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The sanitary sewer system for service to the site was previously reviewed and approved prior to the requested amendment. The request, as previously noted in the staff report does not materially alter the density at full development. The proposed layout consists of minor changes from the previously approval plans and are not viewed to have any negative impacts on the adequacy of the system. If development of the proceeds ahead of the proposed Wildflower Meadows Subdivision (immediately east of the site), the project would need to connect to sanitary sewer at the intersection of Midway Ave. / McGuire Rd.

C3. **Proposed streets are consistent with the transportation element of the comprehensive plan.**

The Commission determines that the subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. Rights of way and easements shall be dedicated to the City of Post falls and streets constructed to the roadway standard as outlined within the City Transportation Master Plan.

C4. **All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.**

The Commission determines that: There are no soil or topographical conditions which have been identified as presenting hazards.

C5. **The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.**

The Commission determines that this subdivision request is within the City of Post Falls and is

zoned for the proposed use. Twinhomes are allowed within the R-2 zoning and this proposal conforms to the adjacent subdivision to the east (Wildflower Meadows) and the south (Gabrio Estates) as the lots are single-family in nature.

C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.

The Commission determines that impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

C7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-10 listed below, when imposed will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the Presentations made to the Commission on August 10, 2021, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. The proposed subdivision must be completed in a single phase.
3. Drive approaches within the rights-of-way shall be no wider than 40% Lot width to reserve space for storm water management, on-street parking, garbage collection and mail delivery.
4. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
5. A Construction Improvement Agreement shall be completed for the project prior to construction.
6. Construction Plans were previously reviewed and conditionally approved. Prior to Final approval for construction of the streets and utilities plans shall be modified as necessary and reviewed for approval by the Engineering Division. Such plans shall also include driveway approaches and location of proposed mailboxes.
7. Except where an exception is granted, all streetlights and roadways shall be designed and constructed in accordance with City standards. No exceptions from City Standards were requested.
8. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
9. Residential access to Midway Ave. shall be restricted on the plat.
10. Swales and right-of way landscaping areas along Midway Ave., including snow removal from sidewalks and trails, will be maintained by the homeowner's association.

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:
Not Applicable, approval has been granted, subject to the conditions noted above.

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

SUBD-0011-2021: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Blue Spruce Meadows Subdivision, SUBD-00010-2021, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on 1-11-22

1-11-22
Date

Chairman

Attest

NOTICE OF RIGHTS:

Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E

The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.

Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.

The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar

MEETING DATE: 5/3/2022

DATE: 4/27/2022 9:10 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: APARTMENTS TWENTY-SIX CONSTRUCTION IMPROVEMENT AGREEMENT

ITEM AND RECOMMENDED ACTION:
With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject project.

DISCUSSION:
This Agreement reflects the construction phase of the Apartments Twenty-Six project. The Agreement sets forth the typical expectations of the Developer of the project, and sets forth the responsibilities of the Developer and the City of Post Falls.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
N/A

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

CITY OF POST FALLS
408 SPOKANE STREET
POST FALLS, IDAHO 83854

CONSTRUCTION IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho, 83854 and **Apartments Twenty Six, LLC** (hereinafter the "Developer"), enter into this Agreement effective the _____day of _____ 20___, respecting the development of **Apartments Twenty-Six** the Project, affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for dedication and construction of public improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with ordinances of the City of Post Falls

WHEREAS, the Developer is the Owner of the real property which is the subject of the Agreement (hereinafter the "Property") is located in the City of Post Falls and is described as set forth on Attachment A, which is incorporated herein by reference: (Legal Description of External Boundaries of Lands Subject to Agreement).

WHEREAS, no construction of public improvements shall be allowed until plans are approved by the City Engineer as authorized by the City Council, as appropriate, until Engineering inspection and other fees indicated herein are pre-paid in full, until this Construction Improvement Agreement has been approved by City Council, Mayor or City Engineer, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided; and

WHEREAS, Title 18, Zoning, of the Post Falls City Code requires certain improvements to be provided by the owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, the City of Post Falls has adopted site development standards which require landowners to do work in the public rights of way in order to complete their site development work; and

WHEREAS, development of inclusive lots must be provided with survey monuments, street surfacing, curbs and gutters, drainage systems, sidewalks, street name signs, street lighting, public water supply, fire hydrants and sanitary sewer system, among others; and

WHEREAS, no Certificates of Occupancy shall be issued until all improvements as outlined in this agreement and necessary for public health and safety are constructed and substantially complete; and,

WHEREAS, the Owner is deemed to have satisfied the zoning requirements of the project when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or if allowed by the city thru a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

WHEREAS, The Developer seeks the City's agreement to enter in a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of the Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City's deliberative bodies, the parties agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 ***APPLICATION OF ARTICLE***

Unless this Agreement expressly provides otherwise, all provisions of this Article applies to every part of this Agreement.

1.02 ***PERMITS, LAWS AND FEES***

The Developer shall acquire and maintain in good standing all permits, licenses, approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statues, ordinances, rules and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated. Applicable fees shall be required by Post Falls Municipal Code and resolutions adopted by the City Council implementing Code requirements.

All work that is to be performed within the public rights-of-way or that is to be completed on items to be owned, operated or maintained by the City of Post Falls shall be done by a public works contractor licensed to perform said work on projects to comply with the City's ordinances; and

1.03 ***RELATIONSHIP OF PARTIES***

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer, or any contractor or subcontractor of the Developer, be deemed an agent, employee, or partner of the city, nor otherwise associated with the City other than in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the city other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.04 ***ENGINEER'S RELATION TO THE CITY***

Notwithstanding any other agreement, an engineer retained by the Developer to perform the work required to be completed by the Developer under this Agreement shall not be deemed an agent, employee, partner or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and that the City is a third party beneficiary. The Developer shall require the Engineer's duties to include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 ***DEVELOPER'S RESPONSIBILITY***

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of the Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof. The Developer shall notify all contractors, subcontractors, or agents providing professional services of conditions and requirements of this agreement.

1.06 ***ALLOCATION OF LIABILITY***

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars ($1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The required evidence of insurance shall be attached hereto as Attachment E.

1.07 ***DISCLAIMER OF WARRANTY***

Notwithstanding this Agreement or any action taken by any person hereunder, neither the city nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.08 ***NON-DISCRIMINATION***

In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or age.

1.09 ***COST OF DOCUMENTS***

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense free of copyright.

1.10 ***PUBLIC UTILITIES***

A. Any public utility service contemplated by this Agreement shall be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations and tariffs of the State of Idaho to the extent they may apply.

B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the city or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action or demand against the City.

C. The Developer shall bear all cost associated with the installation of all Public Utilities, including street lights. These installation costs shall be paid at the time of execution of this Agreement and not be passed on to the city unless provided for otherwise within an appendix to this agreement.

D. The Developer shall be responsible to pay either the sewer cap, water cap and hook-up fees or confirm that those fees have been paid by the previous property owner prior to connection to the City sewer or water system as part of the installation of the public improvements.

1.11 ***TIME IS OF THE ESSENCE***

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

1.12 ***ASSIGNMENTS***

A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.

B. The Developer may assign or delegate its duties under this Agreement:

1. To the extent that applicable codes require that assignments of contract rights be allowed;

2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;

3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 ***DEFAULT – CITY'S REMEDIES***

A. The City may declare the Developer to be in default:

1. 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or

2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours notice of this default and the Developer fails to correct the failure within that time period.

4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.

B. Upon a declaration of default, and failure to cure under section 1.13.A.2, the City may do any one or more of the following:

1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer.

2. Developer shall be liable to the City for any costs thus incurred. The City may deduct any cost incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13A4.

3. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.

4. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 ***NON-WAIVER***

The failure of the city at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 ***INTERPRETATION***

A. Each document incorporated by reference here in is an essential part of this Agreement and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.

B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:

1. Documents, appendixes or sections titled "Special Provisions"

2. Article II of this Agreement, titled **"*Improvement Construction Standards and Procedures"*** and Article III of this Agreement titled **"*Final Acceptance of Improvements".***

3. Article I of this Agreement titled **"*General Provisions".***

4. Any other documents incorporated by reference herein.

1.16 ***EFFECT OF STANDARD SPECIFICATIONS***

The Design Standards of the City of Post Falls, Idaho Standards for Public Works Construction and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.17 ***AMENDMENT***

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.18 ***JURSIDICTION – CHOICE OF LAW***

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Kootenai County. The law of the State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 ***SEVERABILITY***

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a Court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

1.20 ***INTEGRATION***

This instrument, including Appendixes and any writings incorporated by reference herein, embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether written or oral, between the parties hereto.

1.21 ***DEFINITIONS***

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

A. “Improvements” mean all work, which the Developer is required to perform by this Agreement.

B. “City Improvements” means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.

C. “Private Utility Improvement” means improvements owned, maintained and operated by a private utility or by a private owner or owner’s association.

C. “City” for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.

D. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.

E. "Final Acceptance" by the City means that the City is satisfied that ***all*** improvements required by this Agreement and Title 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 ***APPROVALS AND CONSENTS***

Wherever in the Agreement consents or approvals of either party are required, they shall not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

1.23 ***ATTORNEY FEES***

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 ***RECORDING***

Developer shall be solely responsible for acquisitions of property, including the preparation and recordation of documents for any and all easements or rights-of-way necessary for the completion of improvements as outlined in this agreement.

2.02 ***PERFORMANCE GUARANTY***

A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.03, 2.04 and 2.05. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.

B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way.

C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimate, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer. The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls; utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements which accord with the requirements of ordinances of the City of Post Falls. Evidence of such surety shall be attached hereto and be labeled Attachment

D. <u>All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:</u>

<u>"This type of surety is for an initial term that expires on _____. This type of surety shall automatically be extended without amendment for one year from the present or any future expiration date unless the issuing bank notifies the beneficiary in writing sent certified mail, return receipt requested, or by personal service, at least sixty (60) days prior to any expiration date that this letter of credit will not be renewed.</u>

E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.

F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09

2. The expiration of the warranty period as provided in Section 3.08.

2.03 ***<u>PERFORMANCE BOND</u>***

The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole oblige and the Developer as the principal.

2.04 ***ESCROW***

The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

2.05 ***LETTER OF CREDIT***

The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in the form approved by the City.

2.06 ***PREREQUISITES OF CONSTRUCTION***

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until approval by all other agencies as required to construct the required improvements have been obtained and this Agreement has been completed and signed by the Developer and the City and all public works inspection fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Public Works Inspection Fee Summary.

2.07 ***ENGINEER***

A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvement, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.

B. The Developer shall inform the city of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer or engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.08 ***PLANS AND SPECIFICATIONS***

A. The Developer shall submit to the city, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.

B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.

C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. The City will endeavor to provide a complete and thorough review of all plans and specifications; however, ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.09 ***QUALITY CONTROL PROGRAM***

The Developer's Engineer of Record shall follow the City's project certification and quality control program when performing their duties to provide for certification of the construction work. The Engineer of record shall be responsible, in charge of the quality control / inspection activities.

2.10 ***WORK SCHEDULE***

A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.

B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.

C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.

D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.

E. In case of an emergency affecting public health and safety, the City may provide to the Developer written notice to take immediate action to construct the improvements or correct deficiencies, setting a time frame in which those improvements must be completed. In the event that the Developer does not take action to construct those improvements within the time frame set by the City, the City may declare the Developer in default and without providing a time period to cure may complete the improvements and pursue reimbursement from the Developer or the security posted by the Developer.

2.11 ***MATERIALS***

A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.

B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with city standards, alternate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to the City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.12 ***GENERAL STANDARDS OF WORKMANSHIP***

A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091instead of installing them. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.

B. If, in the course of construction, conditions appear, which in the exercise of reasonable engineering judgment, require a modification of, or substitution for approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.

C. The Developer shall construct all facilities in the Project not otherwise subject to this Agreement in accordance with applicable statutes, ordinances or specifications.

2.13 ***PLACEMENT OF UTILITIES***

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement. The City Engineer shall approve the alignment of city and private utilities.

2.14 ***WORK IN RIGHTS-OF-WAY***

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform. The Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience towards the public.

2.15 ***SURVEYOR***

A person registered as a professional land surveyor under the laws of the State of Idaho shall make all boundary surveys required for the completion of improvements under this Agreement.

2.16 ***REQUIRED REPORTING***

A. *Quality Control*
The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

B. *Construction Progress*
If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.

C. *Surveys*
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.

D. *Well Logs/Test Hole Logs*
The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.

E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.

F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results and construction quality control data as indicated with the City's Engineering Project Certification and Quality Control provision.

2.17 ***PROGRESS PAYMENTS***

The Developer shall hold the City harmless against any claims made by Developer's contractors.

2.18 ***OBSERVANCE***

A. The Engineer of record or their representative shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.

B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.16A.

C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.16, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.

D. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.19 ***STOP WORK ORDERS***

A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.

B. A stop work order shall remain in effect until the city approves:

1. Arrangements made by the Developer to remedy the nonconformity; and

2. Assurances by the Developer that future nonconformity's will not occur.

C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.

D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Post Falls, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issued a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.20 ***ACCESS***

The City shall have access to all parts of the project necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

2.21 ***MAINTENANCE***

A. Until the City accepts the improvements, the Developer shall maintain at his expense all public improvements associated with the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement. If the Developer fails to maintain the road improvements, the City may either contract for the maintenance to be completed, or complete the maintenance by City forces and charge the Developer for all associated costs, including administration fees.

B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees or contractors. The Developer shall give reasonable notice to the city before undertaking the repair of any damaged improvement.

2.22 ***OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE***

A. Before final acceptance, the City may enter upon, inspect, control and operate any improvement if the city determines that such action is necessary to protect the public's health, safety and welfare.

B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the city, nor shall the action affect in any way the Developer's warranty under this Agreement.

C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the city or other responsible public agency or have been completed as required by this Agreement.

2.23 ***TIME***

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and attached as an Appendix to this Agreement.

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 ***PREREQUISITES TO ACCEPTANCE***

The City shall not accept the improvements until all the requirements of Section 3.02 through 3.05 have been met.

3.02 ***SURVEY MONUMENTS AND AS-BUILT DRAWINGS***

A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.

B. No later than sixty (60) days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide to the City as-built drawings in accordance with current City Engineer's Drawing Submittal Standards. The as-built drawings shall be certified by a professional engineer registered under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

3.03 ***CERTIFICATE OF COMPLIANCE***

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.15F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 ***CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS***

Prior to final acceptance, the Developer shall certify that all contractors and vendors have been paid for work owned or maintained by the City or private utilities and no liens or other claims have been recorded, or that the Developer knows of no intent to file a claim or lien against the City or private utility improvements.

3.05 ***CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY***

The Developer shall convey to the city any easement, rights-of-way, or other property interest necessary to allow access to the city improvements to operate, maintain or repair the City improvements. Documents for conveyance of any and all easements or rights-of-way shall be prepared in accordance with city policies. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 ***INSPECTION***

A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.

B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.

C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.

D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.

E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.

F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Post Falls City Council a recommendation for final acceptance of the improvements.

3.07 ***CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS***

A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.

B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.08 ***DEVELOPER'S WARRANTY***

A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year from the data of final acceptance. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon the satisfaction and final acceptance of all improvements.

B. The Developer's warranty shall not extend to any failure or effect caused solely by changes in design, construction or materials required by the City.

C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 ***WARRANTY GUARANTY***

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.03 through 2.05, determined by the following table:

Actual Cost of All Improvements	***Percent to Secure Warranty***
Less than $500,000.00	10.0%
$500,000.00 - $1,000,000.00	7.5%
Over $1,000,000.00	5.0%

3.10 ***CITY'S REMEDIES UNDER WARRANTY***

A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.

B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.

C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.

D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 ***CONDITIONS OF REIMBURSEMENT***

A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement. Reimbursement shall be limited to that work described herein in Appendix V.

B. Any reimbursement shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds, nor shall such delay constitute a breach of this Agreement.

3.12 *AUTHORITY*

The Developer accepts full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of project review by the City of Post Falls. It is understood that the person(s) who execute this Agreement on behalf of the Developer and Owner, and represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER
Apartments Twenty Six, LLC
Kevin Rudeen - Manager
24201 E. Knox Ln.
Liberty Lake, WA 99019

CITY
City of Post Falls
Engineering Department
408 Spokane Street
Post Falls, ID 83854
(208) 773-8708

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF POST FALLS	DEVELOPER
BY: _____	BY: _____
ATTEST:	WITNESS:
_____	_____
City Clerk	Print Name: _____

ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHEMNT B:	DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C:	COST ESTIMATES
ATTACHMENT C-1:	DETAILED COST ESTIMATES
ATTACHMENT D:	EVIDENCE OF SURETY

APPENDIX I:	CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II:	CONSTRUCTION SCHEDULE
APPENDIX III:	PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV:	ENGINEER OF RECORD DECLARATION
APPENDIX V:	ENGINEER OF RECORD CERTIFICATION
APPENDIX VI:	CERTIFICATION OF PAYMENT OF CONTRACTORS & VENDORS
APPENDIX VII:	STREET LIGHT FEES (1 YEAR)
APPENDIX VIII:	IRRIGATION SYSTEMS
APPENDIX IX	STREET TREE CASH IN LIEU OF INSTALLATION

DEVELOPER
ACKNOWLEDGMENT

STATE OF _____)
) ss
County of _____)

On this ____ day of _____ 20___, before me, a Notary Public for the State of _____, personally appeared _____, the Developer of _____, known or identified to me to be the person(s), who executed the foregoing Commercial Construction Improvement Agreement and acknowledged to that they executed such Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

_____
Notary Public for State of _____
Residing at: _____
Commission Expires_____

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this ___ day of _____, 20__, before me, a Notary for the state of Idaho, personally appeared ***Ronald Jacobson and Shannon Howard,*** known, or identified to me to be the ***Mayor*** and ***City Clerk*** respectively, of the city of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____
Notary Public for the state of Idaho
Residing at:_____
Commission Expires:_____

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Apartments Twenty-Six

Developer to submit legal property description and reduced site plan.

TAX # 26333 PAGE 1 OF 1

DOCUMENT TYPE CORR BNDRY LN ADJ QCD

INSTRUMENT # 2800783

RECORDING DATE 12/23/2020

A parcel of land being a portion of Lot 1, Block 9 of the Plat of Woodbridge South First Addition recorded in Book L of Plats at Page 256, Records of Kootenai County, Idaho and lying in the South Half of Section 6, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho and more particularly described as follows:

Beginning at the southwest corner of Lot 1, Block 9 of said Plat of Woodbridge South First Addition;

thence along West line of said Lot 1, Block 9, North 00°50'22" East 1604.01 feet to the South Right-of-Way on Expo Parkway being a found 5/8 inch rebar with yellow plastic cap marked "PLS 12460";

thence along the South Right-of-Way of said Expo Parkway, South 83°26'57" East 69.83 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 4182";

thence continuing along said South Right-of-Way, along a non-tangent curve to the right with a radius of 962.50 feet, an arc length of 213.80 feet, a central angle of 12°43'38" and a long chord that bears South 77°05'08" East 213.36 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 4182";

thence continuing along said South Right-of-Way, South 70°43'20" East 186.87 feet;

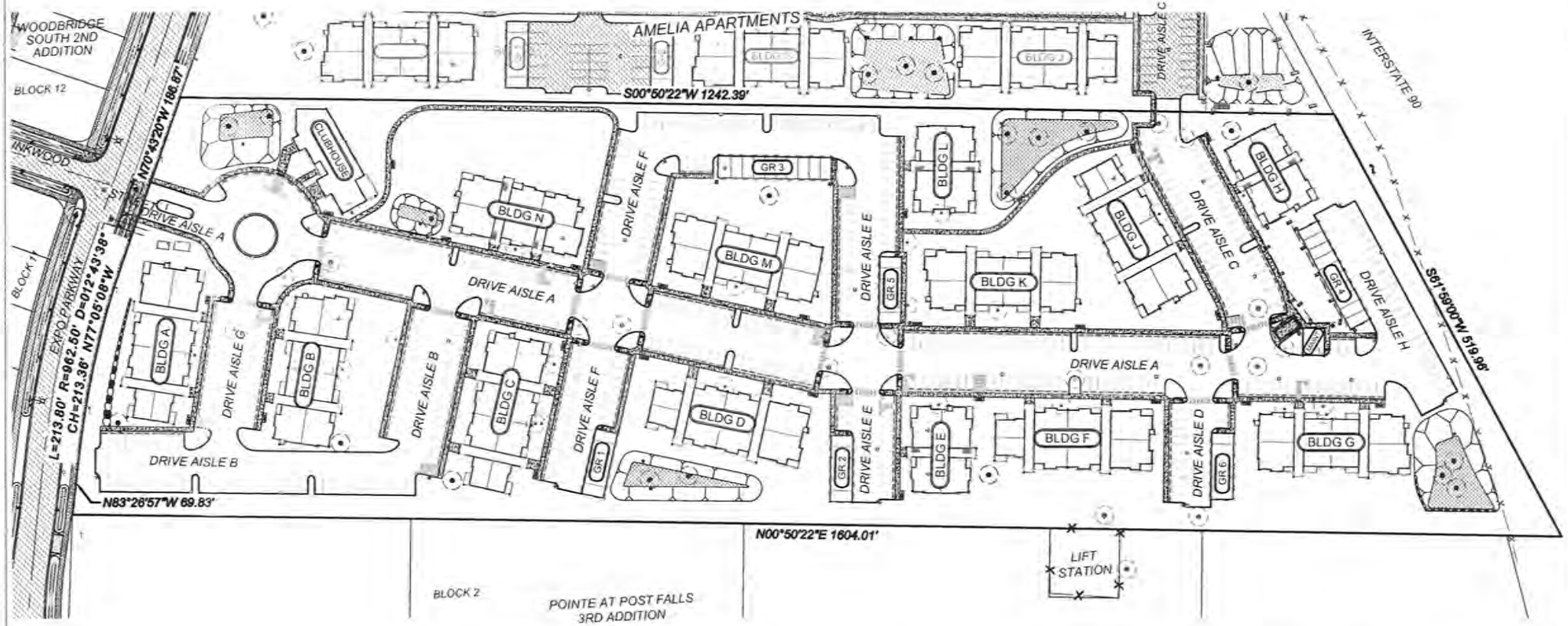
thence leaving said South Right-of-Way, South 00°50'22" West 1242.39 feet to the North Right-of-Way of Interstate 90;

thence along the North Right-of-Way of said Interstate 90, South 61°59'00" West 519.96 feet to the **Point of Beginning**;

EXHIBIT E
(SHOWN ON RECORD OF SURVEY BK 31 PG 561)

THIS TAX# REPLACES N/A

DEPUTY INITIALS ET DATE 03/29/2021



APARTMENTS TWENTY-SIX

ATTACHMENT "B"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY

Apartments Twenty Six, LLC

FOR

Apartments Twenty-Six

_____ Street surfacing or infill paving

_____ Monumentation

_____ Electric

_____ Curbs and gutters

_____ Street lighting

_____ Gas

_____ Sidewalks

_____ Telephone

_____ Drainage

_____ Street signs

_____ Cable TV

_____ Water

_____ Landscaping (Swales)

_____ Sanitary Sewer

__X__ Improvements shown on construction plans referenced within Appendix I to this Agreement.

_____ Other - as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES FOR

Apartments Twenty-Six

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls: **$ 76,729.50**

2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **$ 0**

3. Other improvements for which bonding are required: **$ 0**

4. Street trees within public right-of-way: **$ 0**

5. Total cost of improvements: **$ 76,729.50**

6. Warranty amount: **$ 7,672.95**

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Apartments Twenty-Six

Developer to submit detailed cost estimates. The cost estimate, unit quantities, and costs are provided for budgetary purposes. The Developer is required to construct the project in accordance with the approved construction drawings, regardless of variations in the cost estimate quantities and plan quantities.

Apartments Twenty-Six (LCE 21-054.1) **Date:** **3/1/2022**

CIA Estimate: Attachment "C-1"				
Description	**Quantity**	**Units**	**Unit Price**	**Amount**
	Water Improvements			
Water Tie-in - Expo Parkway	1	EA	$ 4,500.00	$ 4,500.00
			Water Subtotal:	**$ 4,500.00**
	Sewer Improvements			
Core and Grout existing sewer manhole	1	EA	$ 1,000.00	$ 1,000.00
8" PVC Sewer Main	937	LF	$ 32.50	$ 30,452.50
48" Sewer Manhole	3	EA	$ 2,250.00	$ 6,750.00
6" PVC Sewer Service	1295	LF	$ 25.00	$ 32,375.00
Sewer Service Sleeves	2	EA	$ 250.00	$ 500.00
4" PVC Sewer Service	64	LF	$ 18.00	$ 1,152.00
			Sewer Subtotal:	**$ 72,229.50**
			TOTAL COST:	**$ 76,729.50**

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Apartments Twenty Six, LLC

The Developer will be performing the majority of required improvements prior to Certificate of Occupancy. A surety company will post a performance guaranty acceptable to the City for the improvements per Section 2.02.

APPENDIX I
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Apartments Twenty Six, LLC

FOR

Apartments Twenty-Six

CONSTRUCTION DRAWINGS

Plans Titled: **Apartments Twenty-Six Site Development Drawings & Specifications**

Dated: **2/20/2022**

By: **Lake City Engineering**

Sheets 1 through **25**.

APPENDIX II
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Apartments Twenty Six, LLC

FOR

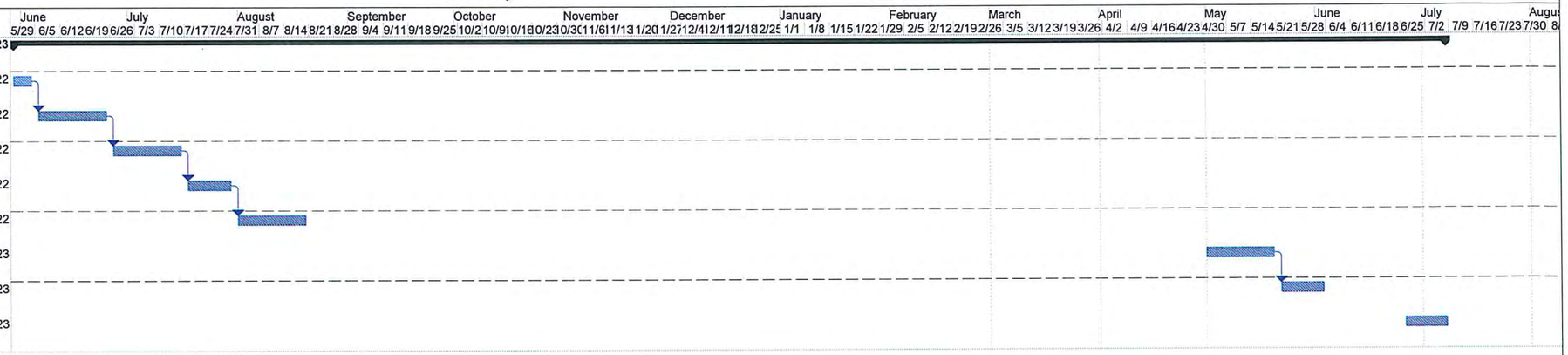
Apartments Twenty-Six

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ACI Northwest, Inc.
Apartments Twenty-Six
Preliminary Schedule

ID	Task Name	Duration	Start	Finish
1	**Apartments Twenty-Six**	**290 days**	**Mon 5/30/22**	**Fri 7/7/23**
2	Mobilization	5 days	Mon 5/30/22	Fri 6/3/22
3	Rough Grading	15 days	Mon 6/6/22	Fri 6/24/22
4	Sewer	15 days	Mon 6/27/22	Fri 7/15/22
5	Storm	10 days	Mon 7/18/22	Fri 7/29/22
6	Water	15 days	Mon 8/1/22	Fri 8/19/22
7	Subgrade Prep for Concrete Curbs & Sidewalk	15 days	Mon 5/1/23	Fri 5/19/23
8	Crushed Rock for Concrete Curbs & Sidewalk	10 days	Mon 5/22/23	Fri 6/2/23
9	Subgrade Prep for Parking & Drive Areas	10 days	Mon 6/26/23	Fri 7/7/23



APPENDIX III
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Apartments Twenty Six, LLC

FOR

Apartments Twenty-Six

ENGINEERING SERVICES FEE SUMMARY

To be determined by the City of Post Falls, Engineering Division, based on quantity of improvements and current fee schedule.

Permit/Inspection		Fees	Unit	Base Rate	Quantity	Cost
Utility ROW		$ 100.00	LS	$ -		$ -
Commercial ROW		$ 350.00	LS	$ -	1	$ 350.00
Residential ROW		$ 150.00	LS	$ -		$ -
Utility Trench	1-200'	$ 250.00	LS	$ -		$ -
	201-400'	$ 350.00	LS	$ -		$ -
	401-600'	$ 400.00	LS	$ -		$ -
	601-800'	$ 450.00	LS	$ -		$ -
	Over 800	$ 0.85	per ft	$ -	2296	$ 1,951.60
C&G		$ 0.60	per ft	$ 150.00		$ -
Sidewalk & Approaches		$ 0.60	per ft	$ 150.00	41	$ 174.60
Swales		$ 0.20	per ft^2	$ 150.00		$ -
Drywells		$ 60.00	Each	$ -	18	$ 1,080.00
Pavement		$ 0.50	per yd ^2	$ 150.00		$ -
Water Pressure Test		$ 120.00	per Test	$ -	1	$ 120.00
Sewer Pressure Test		$ 120.00	per Test	$ -	3	$ 360.00
Street Tree Inspection		$ 40.00	per Tree	$ -		$ -
Total						**$ 4,036.20**

APPENDIX IV
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Apartments Twenty Six, LLC

FOR

Apartments Twenty-Six

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Drew Dittman, P.E.**

ENGINEERING FIRM: **Lake City Engineering**

ADDRESS: **126 E. Poplar Ave**

CITY: **Coeur D'Alene** STATE: **Idaho** ZIP: **83814**

PHONE NO.: **(208) 676-0230**

E-MAIL ADDRESS: **dittman@lakecityengineering.com**

APPENDIX V
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Apartments Twenty Six, LLC

FOR

Apartments Twenty-Six

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

I, _____, certify that construction observation and quality control for (project, plans with approval date) was performed under my responsible charge. It is my professional opinion that the project was constructed in accordance with the intent of the plans and specifications. The submittal of as-built drawings and the attached documentation within the certification packet provide evidence to support a recommendation of acceptance of the public infrastructure associated with the referenced project plans and specifications.

(Provide Engineer's seal, signature and date.)

APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Apartments Twenty Six, LLC

FOR

Apartments Twenty-Six

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of _____)
ss
County of _____)

I, _____, hereby certify under oath that all contractors, subcontractors and vendors that have performed work and provided supplies for the construction of the subdivisions public improvements relating to _____ Subdivision, including individuals or firms providing design services or legal services, have been paid in full and that no liens or other claims have been recorded against the real property of the Subdivision for those services.

I further certify that I know of no intent to file a claim or lien against the public improvements or any private utility improvements.

_____
Signature

_____
Print Name

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__.

_____
Notary for the State of _____
Residing at:_____
Commission Expires:_____

APPENDIX VII
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Apartments Twenty Six, LLC

FOR

STREET LIGHT CHARGES

Per Section 1.10 E of the Agreement, the Developer reimburses the City for street light charges for a period of 12 months. The street light charges are determined as follows:

Street light utility provider: **N/A**

Street light type:

(_____) lights X 12 months X $_____ per month = **$ N/A**

Street light type: _____

(_____) lights X 12 months X $_____ per month = $_____

TOTAL = **$ N/A**

APPENDIX VIII
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Apartments Twenty Six, LLC

FOR

IRRIGATION SYSTEMS

Irrigation Meter Size & Service Line Size:

Irrigation Meter Size	**$ N/A**
Capitalization Fee Based Upon Service Line Size	**$ N/A**
Total Irrigation Connection Fee	**$ N/A**

The Developer will be responsible for establishing an irrigation account with the City ($10.00 fee), purchasing a meter, and paying all water capitalization fees associated with the project.

APPENDIX IX
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Apartments Twenty Six, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

__**X**__The Developer agrees to plant street trees approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Trees option.

_____The Developer agrees to cash out the obligated street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of $_____, and is based upon _____ trees x $600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar

MEETING DATE: 5/3/2022

DATE: 4/27/2022 9:11 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: EXPO AT POST FALLS 9TH ADDITION SUBDIVISION PLAT APPLICATION

ITEM AND RECOMMENDED ACTION:
With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the Expo At Post Falls 9th Addition Subdivision.

DISCUSSION:
The Developer will provide surety, when necessary, for any remaining improvements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
N/A

APPROVED OR DIRECTION GIVEN:
Under the Subdivision Ordinance the plat application is returned to Council, for authorization of the Mayor's signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

SUPPORTING DOCUMENTS:
A copy of the plat application, surety, and engineer's estimate are available in the Community Development Department for review.

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar

MEETING DATE: 5/3/2022

DATE: 4/27/2022 9:19 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: RIVER CITY CENTER SUBDIVISION PLAT APPLICATION

ITEM AND RECOMMENDED ACTION:
With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the River City Center Subdivision.

DISCUSSION:
The Developer has provided surety for the remaining improvements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
N/A

APPROVED OR DIRECTION GIVEN:
Under the Subdivision Ordinance the plat application is returned to Council, for authorization of the Mayor's signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

SUPPORTING DOCUMENTS:
A copy of the plat application, surety, and engineer's estimate are available in the Community Development Department for review.

CITY OF POST FALLS
Police Department

Memorandum

To: Honorable Mayor and City Council

From: Mark J. Brantl; Captain

Date: April 28th, 2022

Subject: Contract approval with Elevate North

ITEM AND RECOMMENDED ACTION:

The Post Falls Police Department is requesting approval of a contract with Elevate North Charter School which is being constructed at this time. Elevate North requested a School Resource Officer (SRO) for the 2022-2023 school year starting in August of 2022. A contract was drafted and reviewed by Post Falls City Legal and Elevate has tentatively agreed to pay $70,000 to reimburse the City of Post Falls for the wages of the Officer assigned to the school. This contract is now requested to approved.

DISCUSSION:

Elevate North is a charter school that is opening in August of 2022 and is advertising to have students from grade level 6th through 12th grade. Elevate North is catering to more "at risk" youth that are not thriving in a traditional public school environment.

The Post Falls Police Department is committed to partnering with our local schools to provide officers to enhance security at our schools along with being mentors to our youth. This agreement would go to further that partnership with Elevate North.

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

001-421.1513.33208

SUPPORTING DOCUMENTS:

See attached contract with Elevate North.

Contract between
Elevate Academy North Charter School
and
The City of Post Falls, Idaho
For a
School Resource Officer Program

THIS AGREEMENT made and entered into this ____day of _____, 2022, by and between Elevate Academy North Charter School, Kootenai County, State of Idaho, (hereinafter referred to as "EAN"), and The City of Post Falls, Idaho (hereinafter referred to as the "City").

WITNESSETH:

A. The EAN and the City desire to provide law enforcement and related services to the EAN; and

B. A School Resource Officer Program has been proposed for the EAN, as hereinafter described; and

C. The EAN and the City recognize the potential outstanding benefits of the School Resource Officer program, to the citizens of Post Falls, Kootenai County, Idaho, and particularly to the students of the EAN; and

D. WHEREAS the parties wish to exercise their authority and power, if necessary, to effectuate the proposes of this agreement in accordance with the authority of Idaho law as an Interagency Contract in accordance with the provisions of Idaho Code 67-2328.

E. It is in the best interests of the EAN, and the City, and the citizens of Post Falls, Kootenai County, Idaho to establish this program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the EAN and the City hereby agree as follows:

ARTICLE I

Role of the School Resource Officer

A School Resource Officer Program is hereby established in the EAN, for twelve months from August 1st, 2022 to July 31st, 2023.

iii. The SRO will encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.

iv. When requested by the principal, the SRO will attend parent/faculty meeting to solicit support and understanding of the program.

v. The SRO will make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature. Confidential information obtained will not be disclosed, except as provided by City & Police Department policy, law or court order.

vi. The SRO will become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO will make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty and staff of the school.

vii. The SRO will assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.

viii. Should it become necessary to conduct formal police interviews with the students, the SRO will adhere to EAN policy, City & Police policy, and legal requirements with regard to such interviews.

ix. The SRO will take law enforcement action as required. As soon as practicable, the SRO will make the principal of the school aware of such action. At the principal's request, the SRO will take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.

x. The SRO will give assistance to other police officers and deputy sheriffs in matters

regarding his/her school assignments, whenever necessary.

xi. The SRO will, whenever possible, participate in and/or attend school functions.

xii. The SRO may be assigned investigations relating to the students attending the school to which the SRO is assigned.

xiii. The SRO will maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit other reports of an instructional nature as required by his/her supervisor, the principal or school staff.

ARTICLE II

Rights and Duties of the City

The City will provide one regularly employed Police Officer to serve as a School Resource Officer at Elevate Academy North Charter School as follows:

A. Supervision

a. The City will assign one full-time supervisor to oversee the SRO assigned above, and to perform scheduled or non-scheduled visits to the schools in the EAN.

C. Regular Duty Hours of SRO

a. One officer will be assigned the primary duties as SRO at Elevate Academy North Charter School. The SRO will be assigned hours that cover the largest part of the school day. The SRO may be temporarily reassigned by the City during school holidays and vacations, or during a period of police emergency or staffing shortages.

D. Duties of SRO

a. Instructional responsibility for SRO, in the Elevate Academy North Charter School.

i. The SRO may act as an instructor for specialized, short-term programs in the EAN, when invited to do so by the principal or members of the

faculty.

b. Additional duties and responsibilities of SRO.

i. The SRO will coordinate all of his/her activities with the principals and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.

ii. The SRO will develop expertise in presenting various subjects to the students. Such subjects include a basic understanding of the law, the role of the police officer, and the police mission.

xiv. The SRO will not act as a school disciplinarian, which is a responsibility of EAN. However, if an incident is a violation of the law, the SRO may then determine whether law enforcement action is appropriate in consultation with the principal.

xv. SRO's are not to be assigned lunchroom duties, bus duties, as hall monitors or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.

xvi. SRO's may be required to do police functions unrelated to EAN as assigned by their supervisor.

E. In periods of extended school closures due to uncontrollable circumstances such as declared health and/or safety emergencies (i.e. communicable disease pandemics, civil unrest etc.), School Resource Officers may be temporarily reassigned within the police department but will remain available to their respective school administrator(s) for law enforcement related duties deemed a priority safety issue for students and/or staff.

F. If school administrators have no need for their assigned SRO during an extended school closure, this will be communicated and agreed upon in writing by both the police department and school district. The school district's contractual financial obligation to the City of Post Falls may be suspended until school resumes and SRO duties are re-established.

ARTICLE III

Rights and Duties of the EAN

EAN will provide the following materials and facilities for the SRO:

A. Access to an air-conditioned and properly lighted private office containing a telephone for business purposes.
B. A location for files and records that can be properly locked and secured.
C. A desk with drawers, a chair, worktable, filing cabinet, and office supplies.
D. A computer system and/or secretarial assistance.
E. A cell phone.

ARTICLE IV

Financing the School Resource Officer Program

The EAN agrees to pay a total of $ 70,000 as its share of the School Resource Officer Program for the twelve-month period August 1st, 2022 until July 31st, 2023. EAN will pay quarterly: August 1, November 1, February 1, May 1.

ARTICLE V

Employment Status of School Resource Officer

SRO's remain employees of the Post Falls Police Department. The EAN and the City acknowledge that the SRO is subject to the Post Falls Police Department chain of command.

ARTICLE VI

Appointment of SRO's

A. The selection and appointment of the SRO is the sole responsibility of the Post Falls Police Department. The Department will consider the officer's job knowledge, experience, training, education, appearance, attitude, communications skills and bearing.

B. The SRO may be transferred out of the SRO program at any time as necessary for the operations of the Department due to promotion or other Departmental need.

Transfers during the school year will be avoided to the extent practicable. A replacement SRO will be appointed following a transfer.

ARTICLE VII

Dismissal or Replacement of SRO

A. In the event, the school principal feels that the SRO is not effectively performing his or her duties and responsibilities, EAN will advise the Chief of Police, in writing, about the issue. The parties agree to meet and discuss the matter and determine if the issue can be resolved or whether a replacement SRO will be appointed.

B. In case of the resignation, dismissal, reassignment, or long-term absencesby the SRO, the City will provide a temporary replacement for the SRO within thirty (30) school days. The “SRO" unit supervisor or his/her designee will fill any vacancy and take responsibility for required duties until a full-time replacement can be selected As soon as practicable, the City will assign a permanent replacement for the SRO position.

ARTICLE VIII

Termination of Agreement

This agreement may be terminated by either party upon ninety days (90) days' written notice to the other party. In the event, this agreement is terminated; the City will be compensated for the services of the SRO up to the date of contract termination. The City will issue a pro-rated refund for any funds paid to the City for SRO services beyond the contract termination date.

ARTICLE IX

Notices

Any and all notices or any other communication required under this agreement will be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

Marita Diffenbaugh, Principal Tony Prka, Vice Principal Elevate Academy North Charter Administrators 3716 E. Killdeer Ave. Post Falls, Idaho 83854 Temporary School Mailing Address Until Occupancy at School: PO Box 1162 Rathdrum, ID 83858	Greg McLean, Chief of Police Post Falls Police Department 1717 E. Polston Avenue Post Falls, Idaho 83854

ARTICLE X

Good Faith

The parties agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police, or their designees.

ARTICLE XI

Modification

This document constitutes the full understanding of the parties. In addition, no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document will be binding unless made in writing and signed by the parties.

ARTICLE XII

Non-assignment

This agreement, and each covenant herein, may not be assigned to another entity without the express written consent of the other party.

ARTICLE XIII

Duplication

This agreement may be executed in two (2) counterparts. Each counterpart will be deemed an “original.”

ARTICLE XIV

Merger

This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

ARTICLE XV

Venue and Choice of Law

The sole and exclusive venue for any disputes arising out of this agreement will be in the First Judicial District of the State of Idaho in Kootenai County. This agreement will be interpreted in accordance with Idaho law.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Elevate Academy North	**City of Post Falls**
_____	_____
EAN Charter Administrator, Principal	Ronald G. Jacobson, Mayor
	ATTEST:
_____	_____
EAN Board of Director, Chair	Shannon Howard, City Clerk

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar

MEETING DATE: 5/3/2022

DATE: 4/27/2022 10:10 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: NORTH SPENCER SENIOR APARTMENTS – GRANT OF UTILITY EASEMENT

ITEM AND RECOMMENDED ACTION:
With approval of the Consent Agenda, City Council authorizes the execution of the North Spencer Senior Apartments Grant of Utility Easement.

DISCUSSION:
Whitewater Development, LLC recently constructed an apartment complex, located northeast of the intersection of North Spencer Street and E. 3rd Avenue, that required the installation of city water and sanitary sewer mains on the private property, requiring grants of easements. The easements provide for the lines to be located within the property and for the City to be provided access for maintenance purposes. The document has been reviewed by staff and our legal department.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
N/A

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

SUPPORTING DOCUMENTS:
A copy of the easement has been executed by the developer and is attached.

AFTER RECORDING PLEASE RETURN TO:

Phyllis Hoagland
Whitewater Development LLC
P.O. Box 1478
Hayden, Idaho 83835

GRANT OF CITY UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, effective as of March 16, 2022, NORTH SPENCER SENIORS LLC, an Idaho limited liability company, whose address is 8421 North Government Way, Hayden, ID 83835, herein after termed "GRANTOR", for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, herein after termed "CITY", whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public water and sanitary sewer utilities over, under, upon and across the parcel of real property described in Schedule 1 (the "Owner Parcel").

AGREEMENT

1. Grant of City Utility Easement
GRANTOR gives, grants and conveys to CITY a permanent and non-exclusive easement of varying widths under and across that portion of Owner Parcel, respectively (the "Easement Area"), said Easement Area being legally described in Exhibit A and depicted on Exhibit B, each as attached hereto and incorporated herein, for the purpose of installing, replacing, repairing and maintaining underground public water and sanitary sewer utilities; together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from said Owner Parcel for the purpose of installing, replacing, repairing, testing, enlarging, expanding and maintaining said utility lines unto the CITY, its successors and assigns. Said grant of this City Utility Easement is granted subject to the following conditions:

a. CITY shall have the right to enter the Easement Area to install, replace, repair and maintain said utility lines when necessary, but shall promptly restore the surface to its prior condition.

b. GRANTOR hereby reserves its rights to the use of the Easement Area for all purposes not inconsistent with this grant to the CITY and not unreasonably interfering with the exercise of the rights hereby granted.

c. No permanent structure may be placed on the Easement Area without the CITY's written consent, but the same may be used by the GRANTOR for such other purposes, e.g., driveways, paved areas, grass, shrubs, and fences, which do not interfere with the rights of the CITY contained herein.

2. Duration of City Utility Easement
This City Utility Easement granted herein is perpetual in duration and shall run with the land and shall be binding on and shall insure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

3. Rights of Mortgagees and Partners/Members of GRANTOR. Any mortgagee with respect to Owner Parcel shall not be responsible for any amounts incurred or becoming due under this Agreement prior to a foreclosure of its mortgage or a transfer of the interest of a party hereto in such real property to such mortgagee in lieu of foreclosure, and its liability hereunder in the event of such a foreclosure or transfer shall exist only so long as such mortgagee is the owner of such real property and shall not continue or survive after further transfer of ownership. Any partner/member of GRANTOR shall not be responsible for any amounts incurred or becoming due under this Agreement prior to a transfer of the interest of a party hereto in such real property to such partner/member of GRANTOR, and its liability hereunder in the event of such transfer shall exist only so long as such partner/member of GRANTOR is the owner of such real property and shall not continue or survive after further transfer of ownership.

4. Subordination of Mortgages. The provisions of this easement agreement shall be superior to any mortgage or deed of trust encumbering any portion of Owner Parcel. COLUMBIA STATE BANK, COMMONWEALTH AGENCY, INC., and BONNEVILLE MORTGAGE COMPANY, the existing mortgagees with respect to the Owner Parcel by this easement, hereby consent to the subordination of their Deeds of Trust, recorded as Instrument Nos. 2728998000, 2729000000, 2729001000 and 27229002000, respectively, in the Kootenai County Auditor's Office.

5. Miscellaneous

a. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties and supersedes and replaces all other prior negotiation and proposed agreements, written or oral. Each party hereto acknowledges that no other party, nor the agent or attorney of any other party, has made any promise, representation, or warranty, express or implied, not contained in this Agreement concerning the subject matter of this Agreement to induce this Agreement, and the parties acknowledge that they have not executed this Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.

b. Third Party Rights. None of the provisions of this Agreement, including without limitation the easements, covenants, conditions, and restrictions, confers any rights or benefits upon the public generally, any person, entity or governmental agency or body not a party hereto.

c. Waiver. No provision of this Agreement will be deemed to have been waived unless such waiver is in writing signed by the waiving party. Failure at any time to require performance of any provision of this Agreement will not be a waiver of any succeeding breach or a waiver of any other provision of this Agreement.

d. Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

e. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

f.Authority to Sign. Each signing party hereto represents that it has the necessary authority to execute and deliver this instrument, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first hereunder stated.

GRANTOR:

NORTH SPENCER SENIORS LLC,
an Idaho limited liability company

By: North Spencer Associates LLC,
an Idaho limited liability company,
its Managing Member

By: Whitewater Development LLC,
an Idaho limited liability company,
its Manager

By:_____
Name: Maryann W. Prescott
Title: Manager

By: Commonwealth Agency, Inc.,
an Idaho nonprofit corporation,
its Managing Member

By: Walter P Downey
Name: Walter P. Downey
Title: President

Address for notices to GRANTOR:

North Spencer Seniors LLC
c/o Whitewater Development LLC
P.O. Box 1478
Hayden, ID 83835
Attention: Maryann W. Prescott

STATE OF IDAHO

COUNTY OF KOOTENAI | ss.

I certify that I know or have satisfactory evidence that Maryann W. Prescott is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of Whitewater Development LLC, that is the manager of North Spencer Associates LLC, that is a managing member of NORTH SPENCER SENIORS LLC, an Idaho limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated this 30 day of MARCH, 2022.

Phyllis J Hoagland
(Signature of Notary)

PHYLLIS J. HOAGLAND
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of IDAHO,
residing at HAYDEN IDAHO

My appointment expires 12-11-2024

STATE OF IDAHO

COUNTY OF KOOTENAI | ss.

I certify that I know or have satisfactory evidence that Walter P. Downey is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of Commonwealth Agency, Inc., that is a managing member of NORTH SPENCER SENIORS LLC, an Idaho limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated this 30 day of MARCH, 2022.

Phyllis J Hoagland
(Signature of Notary)

PHYLLIS J. HOAGLAND
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of IDAHO,
residing at HAYDEN IDAHO

My appointment expires 12-11-2024

(Signature page cont.)

COMMONWEALTH AGENCY, INC.,
an Idaho nonprofit corporation

By: Walter P Downey
Name: Walter P. Downey
Title: President

STATE OF IDAHO
ss.
COUNTY OF KOOTENAI

I certify that I know or have satisfactory evidence that Walter P. Downey is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of COMMONWEALTH AGENCY, INC., an Idaho nonprofit corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 30 day of March, 2022.

Phyllis J Hoagland
(Signature of Notary)

Phyllis J Hoagland
(Legibly Print or Stamp Name of Notary)

PHYLLIS J. HOAGLAND
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION NO. 35247
My Commission Expires DEC. 11, 2024

Notary public in and for the State of IDAHO,
residing at HAYDEN IDAHO

My appointment expires 12-11-2024

(Signature page cont.)

CITY OF POST FALLS:

x_____
Title:_____

ATTEST: _____
_____, City Clerk

ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of KOOTENAI)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of the City of Post Falls, Idaho whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same on behalf of the City of Post Falls, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date last written above.

_____
Notary Public for Idaho
Residing at _____
Commission expires _____

Mortgagee Consent:

COLUMBIA STATE BANK, hereby executes this instrument solely for purposes of consenting to the subordination provisions as provided for in this instrument.

COLUMBIA STATE BANK

By: K Peck
Name: Krissy Peck
Title: Vice President

STATE OF Idaho)
) SS
COUNTY OF Bonner)

On this 30th day of March, 2022, before me appeared Krissy Peck to me personally known, who, being by me duly sworn, did say that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Vice President of **COLUMBIA STATE BANK**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument..

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Susan A. Pleasant
Notary Public for IDAHO
Residing at SANDPOINT
My commission expires 9-14-23

SUSAN A PLEASANT
18872
NOTARY PUBLIC
STATE OF IDAHO

Mortgagee Consent:

BONNEVILLE MORTGAGE COMPANY, hereby executes this instrument solely for purposes of consenting to the subordination provisions as provided for in this instrument.

BONNEVILLE MORTGAGE COMPANY

By: _____
Name: Michael J. Thomas
Title: COO

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 25th day of April, 2022, before me appeared Michael J. Thomas to me personally known, who, being by me duly sworn, did say that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it in her/his authorized capacity on behalf of **BONNEVILLE MORTGAGE COMPANY**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument..

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Christine Lynn Maak
Notary Public, State of Utah
Commission # 711603
My Commission Expires
April 23,2024

_____
Notary Public for State of Utah
Residing at Salt Lake County
My commission expires April 23, 1924

SCHEDULE 1
LEGAL DESCRIPTION
OWNER PARCEL

Real property in the County of Kootenai, State of Idaho, described as follows:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 01, TOWNSHIP 50 NORTH, RANGE 05 WEST OF THE BOISE MERIDIAN AND PART OF BLOCK G, EAST END ADDITION, AS RECORDED WITH KOOTENAI COUNTY IN BOOK F OF DEEDS AT PAGE 078; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 01, AS WITNESSED BY A 2.5 INCH BRASS CAP MONUMENT PER CORNER RECORD INSTRUMENT NUMBER 2577756000, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID EAST END ADDITION; THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, NORTH 00°28'50" EAST, 589.93 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND AS DESCRIBED AS "PARCEL 6" IN A DEED IN LIEU OF FORECLOSURE DATED JULY 26, 2002, RECORDED AS INSTRUMENT NUMBER 1744360 (ABANDONED RAILROAD RIGHT-OF-WAY), RECORDS OF KOOTENAI COUNTY; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE, EASTERLY ALONG SAID CURVE 69.83 FEET HAVING A RADIUS OF 3224.08 FEET, A CENTRAL ANGLE OF 01°14'27" AND A CHORD BEARING NORTH 88°24'23" EAST, 69.83 FEET TO A 5/8" REBAR & CAP "PLS 12318" AND BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH SPENCER STREET AS DESCRIBED IN A WARRANTY DEED TO THE CITY OF POST FALLS FOR RIGHT-OF-WAY DEDICATION, RECORDED AS INSTRUMENT NUMBER 2430427000 AND BEING THE TRUE ***POINT-OF-BEGINNING*** FOR THIS DESCRIBED PARCEL OF LAND;

THENCE, CONTINUING ALONG SAID CURVE 298.05 FEET, HAVING A RADIUS OF 3224.08 FEET, A CENTRAL ANGLE OF 05°17'48" AND A CHORD BEARING SOUTH 88°19'29" EAST, 297.95 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED INSTRUMENT NUMBER 1691882, RECORDS OF KOOTENAI COUNTY;

THENCE LEAVING SAID SOUTH LINE AND FOLLOWING THE WEST LINE OF SAID QUITCLAIM DEED, SOUTH 00°29'01"
WEST, 710.02 FEET TO A POINT ON THE NORTHERLY LINE OF 3rd AVENUE AS DESCRIBED IN THE AFOREMENTIONED
WARRANTY DEED TO THE CITY OF POST FALLS;

THENCE ALONG THE NORTHERLY AND EASTERLY LINE OF SAID DEED AS FOLLOWS;

1. NORTH 88°26'53" WEST, 297.65 FEET;

2. NORTH 00°28'50" EAST, 122.67 FEET TO THE POINT OF TANGENT CURVATURE TO THE LEFT;

3. NORTHERLY, 84.74 FEET ALONG SAID CURVE HAVING A RADIUS OF 257.50 FEET, A CENTRAL ANGLE OF 18°51'19" AND A CHORD BEARING NORTH 08°56'49" WEST, 84.36 FEET TO A POINT OF TANGENCY;

4. NORTH 18°22'29" WEST, 27.43 FEET TO THE POINT OF TANGENT CURVATURE TO THE RIGHT;

5. NORTHERLY, 60.08 FEET ALONG SAID CURVE HAVING A RADIUS OF 182.50 FEET, A CENTRAL ANGLE OF 18°51'46" AND A CHORD BEARING NORTH 08°56'36" WEST, 59.81 FEET TO THE POINT OF TANGENCY;

6. NORTH 00°29'17" EAST, 264.44 FEET TO THE POINT OF TANGENT CURVATURE TO THE RIGHT;

7. NORTHERLY, 60.03 FEET ALONG SAID CURVE HAVING A RADIUS OF 182.50 FEET, A CENTRAL ANGLE OF 18°50'52" AND A CHORD BEARING NORTH 09°54'43" EAST, 59.76 FEET TO A POINT OF TANGENCY;

8. NORTH 19°20'08" EAST, 27.57 FEET TO THE POINT OF TANGENT CURVATURE TO THE LEFT;

9. NORTHERLY, 71.84 FEET ALONG SAID CURVE HAVING A RADIUS OF 257.50 FEET, A CENTRAL ANGLE OF 15°59'07" AND A CHORD BEARING NORTH 11°20'34" EAST, 71.61 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 225825 SQUARE FEET OR (5.184 ACRES), MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

EXHIBIT A
LEGAL DESCRIPTION
CITY UTILITY EASEMENT AREA

[see attached]

EXHIBIT A
LEGAL DESCRIPTION
NORTH SPENCER UTILITY EASEMENT

A STRIP OF LAND HAVING VARYING WIDTHS BEING A PORTION OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN A CONSOLIDATION DEED, RECORDED AS INSTRUMENT NUMBER 2715743000, KOOTENAI COUNTY RECORDS. SITUATE IN PORTIONS OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 50 NORTH, RANGE 05 WEST OF THE B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO; THE SIDE LINES OF WHICH ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID DEED; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF 3rd AVENUE NORTH 88°26'53" WEST, 9.18 FEET TO THE TRUE ***POINT-OF-BEGINNING.***

THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 88°26'53" WEST, 100.63 FEET;
THENCE, LEAVING SAID RIGHT-OF-WAY LINE NORTH 00°00'00" WEST, 139.67 FEET;
THENCE, NORTH 90°00'00" WEST, 71.07 FEET;
THENCE, SOUTH 45°00'00" WEST, 5.22 FEET;
THENCE, SOUTH 00°00'00" WEST, 133.96 FEET RETURNING TO SAID NORTH RIGHT-OF-WAY LINE;
THENCE, ALONG SAID RIGHT-OF-WAY LINE NORTH 88°26'53" WEST, 20.01 FEET;
THENCE, LEAVING SAID RIGHT-OF-WAY LINE NORTH 00°00'00" WEST, 141.70 FEET;
THENCE, NORTH 45°00'00" EAST, 21.73 FEET;
THENCE, NORTH 00°00'00" EAST, 15.53 FEET;
THENCE, SOUTH 90°00'00" EAST, 20.00 FEET;
THENCE, SOUTH 00°00'00" EAST, 15.48 FEET;
THENCE, SOUTH 90°00'00" EAST, 47.39 FEET;
THENCE, NORTH 00°00'00" EAST, 419.03 FEET;
THENCE, NORTH 45°00'00" WEST, 14.34 FEET;
THENCE, NORTH 90°00'00" WEST, 56.56 FEET;
THENCE, SOUTH 45°00'00" WEST, 85.29 FEET;
THENCE, SOUTH 90°00'00" WEST, 45.11 FEET;
THENCE, SOUTH 45°14'18" WEST, 18.16 FEET;
THENCE, SOUTH 00°28'36" WEST, 91.44 FEET;
THENCE, SOUTH 45°36'42" WEST, 18.68 FEET;
THENCE, NORTH 89°23'18" WEST, 5.76 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE FOR N. SPENCER STREET AS DESCRIBED IN SAID DEED;
THENCE, ALONG SAID RIGHT-OF-WAY LINE NORTH 00°28'36" EAST, 113.84 FEET;
THENCE, LEAVING SAID RIGHT-OF-WAY NORTH 45°14'18" EAST, 33.21 FEET;
THENCE, NORTH 90°00'00" EAST, 45.06 FEET;
THENCE, NORTH 45°00'00" EAST, 14.85 FEET;
THENCE, NORTH 45°00'00" WEST, 2.78 FEET;
THENCE, NORTH 45°00'00" EAST, 20.00 FEET;
THENCE, SOUTH 45°00'00" EAST, 2.78 FEET;

(CONTINUED)

P.O. Box 3457, Hayden, Idaho 83835
PH. (208) 772-2745 Fax. (208) 762-7731

THENCE, NORTH 45°00'00" EAST, 50.44 FEET;
THENCE, NORTH 90°00'00" EAST, 73.13 FEET;
THENCE, SOUTH 45°00'00" EAST, 19.60 FEET;
THENCE, NORTH 00°00'00" EAST, 15.66 FEET;
THENCE, NORTH 90°00'00" EAST, 20.00 FEET;
THENCE, SOUTH 00°00'00" EAST, 294.84 FEET;
THENCE, NORTH 90°00'00" EAST, 8.00 FEET;
THENCE, SOUTH 00°00'00" WEST, 20.00 FEET;
THENCE, SOUTH 90°00'00" WEST, 8.00 FEET;
THENCE, SOUTH 00°00'00" WEST, 283.34 FEET;
THENCE, SOUTH 88°26'53" EAST, 80.75 FEET;
THENCE, SOUTH 00°32'41" WEST, 13.00 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 0.693 ACRES, MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW;

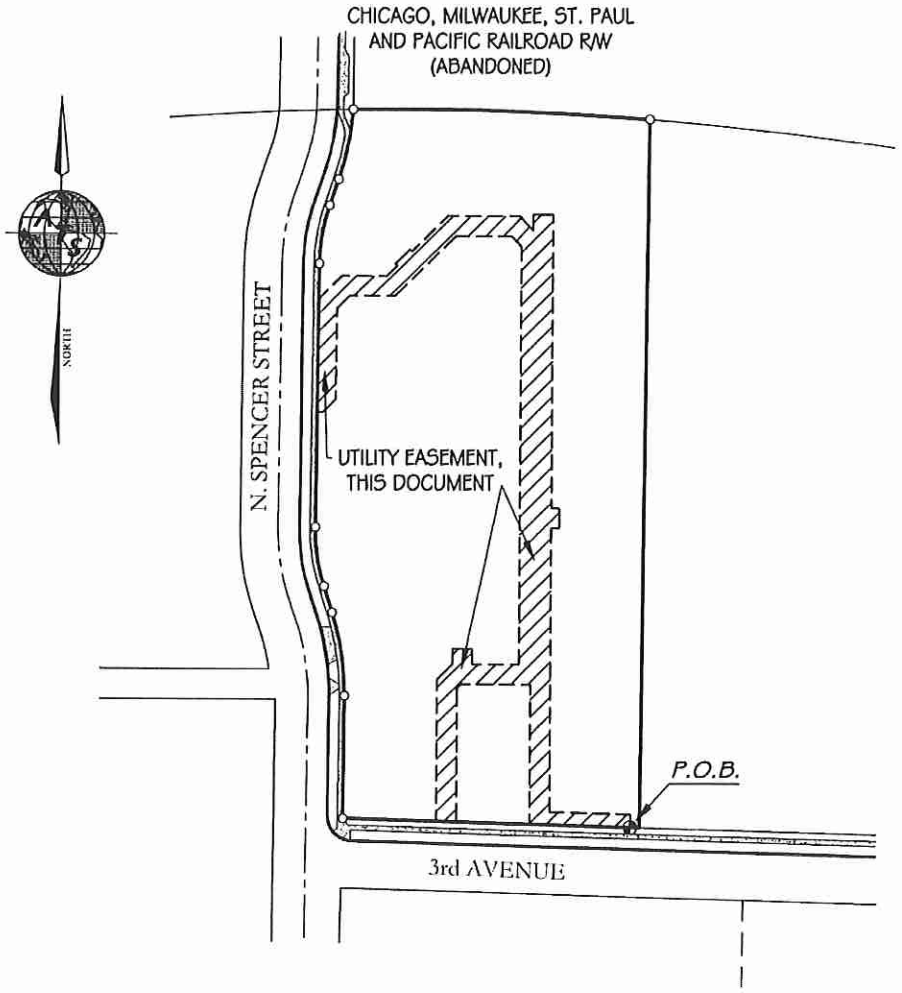
Z:\Proj\18-000\18-122\survey\LEGAL DESCRIPTIONS\UTILITY EASEMENT.doc

EXHIBIT B
DEPICTION OF
CITY UTILITY EASEMENT AREA

[see attached]

EXHIBIT B

UTILITY EASEMENT
SITUATE IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF
SECTION 01, TOWNSHIP 50 NORTH, RANGE 05 WEST, B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



GRAPHIC SCALE
0 75 100 200
SCALE: 1"= 100'

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.
P.O. BOX 3457, HAYDEN IDAHO, 83835
• PH. (208)-772-2745 • FAX (208)-762-7731 •

SCALE:	1"=150
CHECKED BY:	MM
DATE:	05-03-2022
DRAWN BY:	MBM
DATE:	11-16-2020
DWG:	HARDCOPY
PROJ:	16-122

City Utility Easement

CITY OF POST FALLS
Police Department

Memorandum

To: Honorable Mayor and City Council

From: Jason Mealer; Captain

Date: April 25th, 2022

Subject: AXON Body Worn Cameras and Digital Evidence Storage Agreement

---

ITEM AND RECOMMENDED ACTION:

The Post Falls Police Department is requesting approval to purchase AXON AB3 body cameras. The AB3 camera will provide upgraded cameras to our officers. Our use of body worn cameras are vital in protecting the public's trust, collecting video evidence, officer safety and ensuring professionalism.

The AXON AB3 will allow us to use the cloud-based evidence management system provided by AXON which will increase cyber security and will not be stored on premise as our current storage systems do, reducing vulnerability. The Post Falls Police Department currently uses this evidence storage system for our Taser devices and have found it beneficial and useful. The use of the cloud-based storage is included in the quote.

Sharing evidence within the legal system is improved, as we are able to fulfill media requests for court cases to the prosecuting attorney's immediately, as they will be allowed access to the evidence management system at no extra charge.

This agreement is for a 60-month period with a "refresh" of all cameras systems at the 2.5- and 5-year mark included in the cost. The total five-year cost **($362,282.31)** and the coinciding yearly payments **($72,456.47)** are shown in the attached agreement.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE: 001-421.0000.91065

SUPPORTING DOCUMENTS:

See attached statement of work and quote.

Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: City Council
From: Field K. Herrington, Deputy City Attorney
Date: April 27, 2022
Re: May 3, 2022, Cooperative Purchasing – AXON Body Cameras

My review and analysis are based purely on the legal aspects of the cooperative purchasing procurement as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2807. Idaho Code §67-2807 allows the City Council to approve participation in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations of such public entities. The city may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes.

The legal department is tasked with reviewing purchases using cooperative purchasing to determine if the entity meets the requirements of state code and whether the entity used a competitive solicitation process for the item(s) the department intends to purchase. Once the determination is made, the department must then complete the purchase using the same approval process that would ordinarily be required based on the cost of the purchase.

On or about April 11, 2022, I received copies of contract documents that were received by Pos Falls Police Department requesting procurement of AXON body worn cameras and digital evidence storage. The agreement was subsequently amended to be governed by the Sourcewell Procurement contract.

I have reviewed the submittal and researched the competitive solicitation process that the Sourcewell utilized. Sourcewell published a request for proposals ("RFP") on November 7, 2019 and opened the proposals on January 7, 2020 and awarded the contract to Axon Enterprise, Inc. The associated RFP, Proof of Publication, Evaluation, Comment & Review other documents can be viewed on Sourcewell's website.

Based upon the contract amount being over $100,000 over the next five years, the contract along with a staff memo explaining the reason for the procurement must be presented for approval by City Council and signature by the Mayor.

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that Sourcewell is offering the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls procurement standards.

Should you have any questions, please feel free to contact me.

Very Truly Yours,

Field K. Herrington
Deputy City Attorney

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-381010-44650.902KH

Issued: 03/30/2022

Quote Expiration: 07/31/2022

EST Contract Start Date: 05/15/2022

Account Number: 114916

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-1717 E Polston Ave 1717 E Polston Ave Post Falls, ID 83854-5393 USA	Post Falls Police Department - ID 1717 E Polston Ave Post Falls, ID 83854-5393 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Phone: (208) 773-3517 Email: pfpdpatrolcapt@gmail.com Fax: (208) 773-3200

Program Length	60 Months
TOTAL COST	$362,282.31
ESTIMATED TOTAL W/ TAX	$362,282.31

Bundle Savings	$55,196.39
Additional Savings	$4,750.00
TOTAL SAVINGS	$59,946.39

PAYMENT PLAN

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Apr, 2022	$72,456.47
Year 2	Apr, 2023	$72,456.46
Year 3	Apr, 2024	$72,456.46
Year 4	Apr, 2025	$72,456.46
Year 5	Apr, 2026	$72,456.46

Quote Details

Bundle Summary

Item	Description	QTY
AB3C	AB3 Camera Bundle	60
AB3MBD	AB3 Multi Bay Dock Bundle	7
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7
BWCamTAP	Body Worn Camera TAP Bundle	60
ProLicense	Pro License Bundle	20
BasicLicense	Basic License Bundle	43
DynamicBundle	Dynamic Bundle	1

Bundle: AB3 Camera Bundle Quantity: 60 Start: 5/15/2022 End: 5/14/2027 Total: 41940 USD

Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	60
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	15
Camera Mount	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	45
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	66

Bundle: AB3 Multi Bay Dock Bundle Quantity: 7 Start: 5/15/2022 End: 5/14/2027 Total: 10772.3 USD

Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	7
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	7
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	7

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 7 Start: 5/15/2022 End: 5/14/2027 Total: 12390 USD

Category	Item	Description	QTY
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	7
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	7
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	7

Bundle: Body Worn Camera TAP Bundle	Quantity: 60	Start: 5/15/2022	End: 5/14/2027	Total: 100800.01 USD
Category	Item	Description		QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)		60
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE		62
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO		62
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)		2

Bundle: Pro License Bundle	Quantity: 20	Start: 5/15/2022	End: 5/14/2027	Total: 46800 USD
Category	Item	Description		QTY
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE		20
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-		60

Bundle: Basic License Bundle	Quantity: 43	Start: 5/15/2022	End: 5/14/2027	Total: 38700 USD
Category	Item	Description		QTY
E.com License	73840	EVIDENCE.COM BASIC LICENSE		43
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-		43

Bundle: Dynamic Bundle	Quantity: 1	Start: 5/15/2022	End: 5/14/2027	Total: 110880 USD
Category	Item	Description		QTY
Other	73682	AUTO TAGGING LICENSE		56
Other	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1
Other	85144	AXON STARTER		1
Other	85014	AXON 1-DAY SERVICE		1
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE		56

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/30/2022

First Amendment

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and Post Falls Police Department ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to Quote 381010-44650-902KH dated March 30, 2022 ("**Agreement**").

The Parties wish to incorporate further changes into the Agreement.

The Parties therefore agree as follows:

a. All terms and conditions of the Agreement shall be governed by Sourcewell Contract #010720-AXN.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CITY OF POST FALLS
AGENDA REPORT
Unfinished Business

MEETING DATE: 5/3/2022

DATE: 4/14/2022 11:52 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington

SUBJECT: Returning Ordinance - Title 18 Alternative Compliance Ordinance TA-0003-2022

ITEM AND RECOMMENDED ACTION:

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
City Council Reviewed on April 5, 2022

APPROVED OR DIRECTION GIVEN:
Approved to return for formal adoption.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE AMENDMENT OF SECTION 18.20.110 AND THE ADOPTION OF A NEW SECTION 18.20.155 TO ESTABLISH A PROCESS TO APPROVE METHODS OF ALTERNATIVE COMPLIANCE WITH CERTAIN ZONING REGULATIONS WHERE THE INTENT OF THOSE REGULATIONS CAN STILL BE MET; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council find that providing for alternative methods of compliance with zoning regulations helps to protect the right of residents to develop their property in a manner that still meets the intent of the regulation; and

WHEREAS, after public hearing on the hereinafter provided, and after recommendation of the Planning and Zoning Commission, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Post Falls as follows:

SECTION 1. That Post Falls Municipal Code Section 18.20.110 is amended as follows:

18.20.110: ADMINISTRATIVE PROCEDURES:

A. General: The purpose of this section is to provide processes to allow certain land use related permits to be approved administratively. The Zoning Administrator is hereby granted discretion to decide the administrative permits addressed by this chapter. Application forms for all administrative permits must contain information required by this title and additional information relevant to the specific permits requested.

B. Type of Administrative Procedures:

Temporary use permits, site-plan review, home occupations, ~~and~~ administrative exceptions, and requests for alternative compliance must follow the administrative procedures established by this section.

C~~B~~. Appeals: Any affected party may appeal an administrative decision by the Zoning Administrator to the Planning and Zoning Commission by filing a written notice of appeal, along with the required fee, with the Zoning Administrator no more than fourteen (14) days after the date of the written decision. The request for appeal must include the legal or factual reason for appeal and the result sought through the appellate process. The Zoning Administrator will coordinate with the City Attorney and relevant City departments to schedule a de novo hearing before the Planning and Zoning Commission to consider the matter as quickly as the Planning and Zoning Commission's schedule allows. Employing whatever procedures it deems appropriate in accordance with its procedures resolution, the Planning and Zoning Commission will render a written decision that will be communicated to the appellant and applicant. The decision of the Planning and Zoning Commission may be further appealed to the City Council by following the appeal procedures contained in section 18.20.060 of this chapter.

D~~C~~. Exhaustion Of Procedures: The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b).

SECTION 2. That a new Section 18.20.155, entitled Alternative Compliance is added to the Post Falls Municipal Code as follows:

18.20.155: ALTERNATIVE COMPLIANCE.

A. Purpose: The purpose of this process is to provide for alternative means in which to meet the intended purposes of certain development regulations when technical compliance is not feasible or the alternative means is superior to what is required. The regulations of this section are intended to encourage creative solutions to land use problems. The city recognizes that some specific requirements of this title do not anticipate all possible situations. Further, the city recognizes that

there may be land use proposals that conform to the purpose, intent, and objectives of the regulations in this title but were not anticipated in the specific regulations. This section sets forth an alternative method of compliance in the event of these situations.

B. Applicability: The process established by this section can be used to seek alternative compliance approval from the following provisions:

1. Setback Standards for Twin Homes contained in Section 18.20.040.

C. Necessary Site Conditions: Requests for alternative compliance are allowed only when one (1) or more of the following conditions exist:

1. Topography, soil, vegetation, or other site conditions are such that full compliance is impossible or impractical;

2. The site involves space limitations or an unusually shaped lot;

3. Safety considerations make alternative compliance desirable;

4. Other regulatory agencies or departments having jurisdiction are requiring design standards that conflict with the requirements of this title;

5. The proposed design includes innovative design features or architectural and/or site designs that promote walkable and mixed use neighborhoods;

6. Additional environmental quality improvements would result from the alternative compliance.

D. Process: A person seeking approval of an alternative compliance method must submit a written application for alternative compliance prior to the submittal of a development application or upon the determination that the development request does not comply with specific provisions of this title. The application must be accompanied by the appropriate fee established by resolution of the City Council. The application must specify:

1. The specific requirements that are proposed to be modified;

2. The reasons for the modification; and

3. A demonstration of how the alternative means for compliance meets the requirements' intended purpose by providing an equal or superior means of meeting the intent and purpose of the regulation.

E. Evaluation and Decision: The Zoning Administrator will evaluate whether the application meets the following standards and provide the applicant a written decision explaining the basis for the decision.

1. Strict adherence or application of the requirements are not feasible; or

2. The alternative compliance provides an equal or superior means for meeting the requirements; and

3. The alternative means will not be materially detrimental to the public welfare or impair the intended uses and character of surrounding properties.

F. Precedent. Approval of a request for alternative compliance does not create a precedent for acceptance in other cases.

SECTION 3. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on April ___ 2022.

APPROVED, ADOPTED and SIGNED this day of April, 2022.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which establishes an alternative compliance process; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of April, 2022.

_____/s/_____

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which establishes an alternative compliance process, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of April, 2022.

_____

Warren J. Wilson, City Attorney

CITY OF POST FALLS
AGENDA REPORT
Unfinished Business

MEETING DATE: 5/3/2022

DATE: 4/14/2022 11:53 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington

SUBJECT: Returning Ordinance - Title 18 Housekeeping Ordinance Text Amendment TA-0001-2022

ITEM AND RECOMMENDED ACTION:

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
City Council Reviewed on April 5, 2022

APPROVED OR DIRECTION GIVEN:
Approved to return for formal adoption.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ORDINANCE NO. [Category]

AN ORDINANCE AMENDING SECTIONS OF TITLE 18 ZONING, THE MUNICIPAL CODE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO; AMENDING 18.16.010 W. PUBLIC RESERVE ZONE; REPEALING AND REPLACING 18.20.030 LAND USE TABLE; AMENDING 18.24.020 H.1. RESIDENTIAL SURFACING; AMENDING 18.24.030 A. SINGLE FAMILY AND DUPLEX RESIDENTIAL STANDARDS; REPEALING AND REPLACING 18.24.070 PARKING; AMENDING 18.24.080 B.1. EXEMPTIONS FOR BUFFERS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SURVIVAL OF ACTIONS FOR VIOLATIONS OF PRIOR ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE BY SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation of the Planning and Zoning Administrator on the hereinafter provided amendments; and

WHEREAS, a public hearing was held before the Post Falls Planning and Zoning Commission on February 22nd, 2022 in accordance with the law, testimony taken, and recommendation of the Commission that the City Council adopt the amendments hereinafter provided; and

WHEREAS, *after public hearing on the hereinafter provided amendments, and after recommendation by the Planning and Zoning Commission*, it is deemed by the Mayor and City Council to be in the best interests of the City of Post Falls that said amendments be adopted;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Post Falls as follows:

SECTION 1. *That Post Falls Municipal Code Section 18.16.010 W is amended to read as follows:*

E. Public Reserve Zone: The Public Reserve (PR) Zone is established to accommodate existing and future public uses, such as, but not limited to, governmental, public utility, educational, recreational, cultural, water reuse, agricultural, environmental. It is anticipated that the uses allowed may be unique and may involve a combination of uses not permitted outright in any other zoning districts. The PR Zone does not allow privately-owned development.

1. Application: The PR Zone is appropriate for:
   a. All future land use designations within the Comprehensive Plan; and
   b. Areas with at least twenty (20) contiguous acres.
   c. The minimum setback for all sides of property shall be ten feet (10').

SECTION 2. *That Post Falls Municipal Code Section 18.20.030 is repealed, and a new Section 18.20.030 is enacted to read as follows*:

18.20.030: LAND USE TABLE:

P	=	**Permitted use**
S	=	**Special use**
-	=	**Nonpermitted use**

Land Use Category	Zoning Classifications										LBCS Code
	R1S	R1	R2	R3	LC	CCS	I	TM	CCM	RM	
Residential uses:											
Single-Family Home	P	P	P	-	S[1]	-	-	-	-	P	1101
Duplex, 2 units per structure	-	-	P	P	S	S	-	-	-	P	1102
Twinhome	-	S	P	P	S	S	-	-	-	P	
Townhome, 6 or less units per structure	-	S	S	P	P	S	-	P	P	P	
Multi-family, 3 or more units per structure	-	-	-	P	S	S	-	P	P	P	1103
Accessory dwelling unit	P	P	P	P	P	-	-	-	-	P	
Accessory residential support use (i.e., garage, shed, pool, greenhouse)	P	P	P	P	P	-	-	-	P	P	1199
Single-family incidental to a commercial/industrial use	-	-	-	-	P	P	P	P	P	P	
Single-family incidental to a religious use	P	P	P	P	P	P	P	-	-	P	
Home occupation	P	P	P	P	P	P	-	-	-	P	
Accommodations and group living:											
Congregate living, group homes	-	P	P	P	S	S	-	P	P	P	1220
Nursing homes	-	S	S	S	P	P	S	S	P	P	1230
Residential care facilities	S	S	S	S	P	P	S	S	P	P	1230

1 See PFMC 18.16.010B.1. Residential uses may be allowed at densities permitted in the (R2) Zone by *Special Use Permit*.

	Bed and breakfast inn	S	S	S	S	P	-	-	-	P	S	1310
	Rooming and boarding house	-	-	-	-	P	P	-	S	P	S	1320
	Hotel, motel, or tourist court	-	-	-	-	S	P	P	P	P	-	1330
General sales or services:												
	Retail store	-	-	-	-	P	P	P	P	P	P	2102
	Sexually oriented business	-	-	-	-	-	-	P	-	-	-	
	Postal services and packaging	-	-	-	-	P	P	P	P	P	P	
	Photo processing	-	-	-	-	P	P	P	P	P	P	
	Outdoor vendor spaces/farmers' market or stands	-	-	-	-	P	P	S	P	P	P	
	Neighborhood shopping center	-	-	-	-	P	P	P	P	P	P	2106
	Destination shopping center	-	-	-	-	-	P	P	-	P	-	2107
	Automobile/light truck/RV dealership	-	-	-	-	-	P	P	-	P	-	2111
	Mobile home/manufactured housing dealership	-	-	-	-	-	P	P	-	P	-	2112
	Motorcycle/ATV dealer	-	-	-	-	-	P	P	-	P	-	2113
	Boat/marine craft dealer	-	-	-	-	-	P	P	-	P	-	2114
	Auto service station (full service with garage bays)	-	-	-	-	-	P	P	P	P	-	2116
	Car lot/used car dealership	-	-	-	-	-	P	P	-	-	-	2118
	Furniture/home furnishings center	-	-	-	-	S	P	P	S	P	-	2121
	Hardware/home improvement center	-	-	-	-	S	P	P	S	P	P	2122
	Lawn and garden supplies/feed store	-	-	-	-	S	P	P	S	P	P	2123
	Department store/warehouse club/superstore/big box	-	-	-	-	-	P	P	-	P	-	2124
	Lumberyard/building materials store	-	-	-	-	-	P	P	-	P	-	2126

	Discount store	-	-	-	-	S	P	P	-	P	P	2128
	Durable consumer goods sales and service	-	-	-	-	S	P	P	P	P	P	2130
	Grocery store/supermarket greater than 17,500 sq. ft	-	-	-	-	S	P	P	P	P	-	2151
	Grocery store/supermarket less than 17,500 sq. ft	-	-	-	-	P	P	P	P	P	P	2151
	Convenience store	-	-	-	-	P	P	P	P	P	P	2152
	Convenience store with gas	-	-	-	-	S	P	P	P	P	-	
	Specialty food/health food store	-	-	-	-	P	P	P	P	P	P	2153
	Pharmacy/drugstore	-	-	-	-	P	P	P	P	P	-	2170
	Auto supply stores	-	-	-	-	P	P	P	P	P	-	
	Automotive repair services	-	-	-	-	-	P	P	P	P	-	
	Automatic car wash	-	-	-	-	S	P	P	P	P	-	2171
	Self-service car wash	-	-	-	-	P	P	P	-	P	-	2172
	Automobile or marine service center	-	-	-	-	-	S	P	-	S	-	2174
	Heavy equipment repair	-	-	-	-	-	S	P	-	-	-	
	Service garage/paint shop/detailing	-	-	-	-	-	S	P	P	S	-	2175
	Quick lube job	-	-	-	-	S	P	P	P	P	-	2176
	Bank/savings institution	-	-	-	-	P	P	P	P	P	-	2210
	Branch bank (drive-up facility)	-	-	-	-	P	P	P	P	P	-	2211
	Bank ATM kiosk or remote facility	-	-	-	-	P	P	P	P	P	P	2212
	Car rental agency	-	-	-	-	-	P	P	P	P	-	2331
	Tractor/heavy trucks/trailer, dealership/leasing	-	-	-	-	-	S	P	-	-	-	2332
	Recreational or consumer goods rental	-	-	-	-	S	P	P	P	P	P	2333
	Leasing commercial/industrial machinery and equipment	-	-	-	-	-	S	P	-	-	-	2334

	Building, developing, and general contracting services	-	-	-	-	S	P	P	-	-	-	7100
Professional, scientific, and technical services												
	General office buildings (1 _ 4 stories)	-	-	-	-	P	P	P	P	P	S	2401
	General office buildings (5+ stories)	-	-	-	-	S	P	P	P	P	-	2402
	Research and Development	-	-	-	-	S	S	P	P	P	-	2416
	Veterinary office	-	-	-	-	P	P	P	S	P	P	2418
	Full service restaurant	-	-	-	-	P	P	P	P	P	P	2510
	Cafeteria/limited service restaurant/delicatessens	-	-	-	-	P	P	P	P	P	P	2520
	Drive-in restaurant	-	-	-	-	P	P	P	P	P	-	2521
	Fast food restaurant	-	-	-	-	P	P	P	P	P	-	2522
	Snack/nonalcoholic bar	-	-	-	-	P	P	P	P	P	P	2530
	Bar/tavern/lounge	-	-	-	-	S	P	P	P	P	S	2540
	Nightclub/dinner theater	-	-	-	-	S	P	P	-	P	-	2541
	Parking lot (uncovered)	-	-	-	-	P	P	P	P	P	P	2650
	Parking garage (covered)	-	-	-	-	S	P	P	P	P	S	2660
	Municipal animal shelter/pound	-	-	-	-	-	P	P	-	P	-	2721
	Kennel/boarding services/dog daycare	-	-	-	-	S	P	P	S	P	-	2722
	Retail/office/residential combination (minimum 2 separate uses per structure)	-	-	-	-	P	P	S	P	P	P	2800
Industrial and manufacturing uses:												
	Asphalt plant/storage	-	-	-	-	-	-	S	-	-	-	
	Blast furnace and smelting	-	-	-	-	-	-	S	-	-	-	
	Manufacture or storage of explosives	-	-	-	-	-	-	S	-	-	-	

	Food and beverage mfg.	-	-	-	-	-	S	P	P	S	-	3110
	Meat products mfg.	-	-	-	-	-	-	P	-	-	-	3111
	Dairy products mfg.	-	-	-	-	-	-	P	-	-	-	3112
	Grain milling products mfg.	-	-	-	-	-	-	P	-	-	-	3113
	Bakery products mfg.	-	-	-	-	-	P	P	P	P	-	3114
	Beverage products mfg.	-	-	-	-	-	S	P	P	P	-	3115
	Tobacco products mfg.	-	-	-	-	-	S	P	-	-	-	3120
	Textiles (mill products)	-	-	-	-	-	S	P	P	S	-	3130
	Clothing mfg.	-	-	-	-	-	S	P	P	S	-	3131
	Leather and allied products mfg.	-	-	-	-	-	S	P	S	S	-	3140
	Wood products mfg., except lumber mills	-	-	-	-	-	S	P	-	S	-	3210
	Sawmill	-	-	-	-	-	-	S	-	-	-	3215
	Millwork/veneer/plywood mfg.	-	-	-	-	-	S	S	-	-	-	3216
	Paper manufacturing	-	-	-	-	-	-	S	-	-	-	3221
	Paperboard/cardboard/box mfg.	-	-	-	-	-	S	S	-	S	-	3222
	Furniture and related products mfg.	-	-	-	-	-	S	P	P	S	-	3230
	Petroleum refining	-	-	-	-	-	-	-	-	-	-	3311
	Paving and roofing materials mfg.	-	-	-	-	-	S	P	-	-	-	3312
	Rubber products mfg.	-	-	-	-	-	S	P	S	-	-	3321
	Paint/varnish/lacquer mfg.	-	-	-	-	-	-	P	-	-	-	3322
	Drug/pharmaceutical mfg.	-	-	-	-	-	S	P	P	S	-	3323
	Plastic mfg.	-	-	-	-	-	S	P	S	-	-	3324
	Industrial chemical mfg.	-	-	-	-	-	-	S	-	-	-	3325
	Flat glass mfg.	-	-	-	-	-	S	P	P	-	-	3331
	Glass/glassware products mfg.	-	-	-	-	-	P	P	P	-	-	3332
	Cement mfg.	-	-	-	-	-	-	P	-	-	-	3333

	Gypsum/plaster/concrete products mfg.	-	-	-	-	-	-	S	-	-	-	3334
	Cut stone and stone products mfg.	-	-	-	-	-	-	P	-	-	-	3335
	Primary metal mfg.	-	-	-	-	-	-	P	-	-	-	3340
	Steel and iron foundries	-	-	-	-	-	-	S	-	-	-	3341
	Steel fabrication	-	-	-	-	-	-	S	-	-	-	3342
	Machinery mfg.	-	-	-	-	-	-	S	-	-	-	3350
	Automobile/truck manufacturing	-	-	-	-	-	-	P	-	-	-	3351
	Aircraft manufacturing	-	-	-	-	-	-	P	P	-	-	3352
	Instrument/high-technology manufacturing	-	-	-	-	-	-	P	P	S	-	3353
	Electrical equipment/appliance/components mfg.	-	-	-	-	-	P	P	P	P	-	3360
	Heavy transportation equipment mfg. (railroad/pipeline)	-	-	-	-	-	S	P	-	-	-	3370
	Miscellaneous manufacturing	-	-	-	-	-	-	P	S	S	-	3400
	Salvage yard/recycle center	-	-	-	-	-	S	S	-	-	-	3519
Warehouse and storage uses:												
	Mini-storage warehouse/self-storage	S	S	S	S	S	P[2]	P	-	S	S	2321
	Construction equipment storage facility	-	-	-	-	-	-	P	-	S	-	
	Automotive impound yards	-	-	-	-	-	-	P	-	-	-	
	Warehouse distribution/storage facility	-	-	-	-	-	S	P	S	S	-	3610
	Warehouse-retail combination	-	-	-	-	-	P	P	P	S	-	3630
	Warehouse-office combination	-	-	-	-	-	P	P	P	S	-	3640
	Cold storage warehouse	-	-	-	-	-	S	P	-	S	-	3660

2 Refer to Post Falls Municipal Code Section 18.24.040, subsection K for additional restrictions on the location of mini-storage facilities.

	Transit warehouse/truck terminal	-	-	-	-	-	S	P	-	S	-	3670
Transportation uses:												
	Air transportation	-	-	-	-	-	S	S	-	-	-	4110
	Air freight transportation	-	-	-	-	-	S	S	-	-	-	4112
	Airport support establishment	-	-	-	-	-	S	P	-	-	-	4113
	Other air transportation (including scenic, balloon, etc.)	-	-	-	-	-	S	P	-	-	-	4115
	Rail transportation stations/transit stops	-	-	-	-	-	S	P	S	S	S	4120
	Local transit center-bus, special needs, and other motor vehicles stations	S	S	S	S	P	P	P	P	P	P	4133
	Interurban, charter bus, and other similar establishments/transit stations	-	-	-	-	P	P	P	P	P	-	
	Special purpose transit transportation (including scenic, sightseeing, etc.)	-	-	-	-	S	P	P	S	P	-	4136
	Taxi and limousine service staging facility	-	-	-	-	S	P	P	-	S	-	4137
	Towing and other road and ground services staging facility	-	-	-	-	S	P	P	-	S	-	4138
	Truck and freight transportation services	-	-	-	-	-	-	P	S	-	-	4140
	Courier and messenger services	-	-	-	-	-	P	P	P	P	-	4160
Communication uses:												
	Publishing	-	-	-	-	-	P	P	P	P	-	4210
	Newspapers, books, periodicals, etc.	-	-	-	-	-	P	P	P	P	-	4211
	Software publisher	-	-	-	-	S	P	P	P	P	-	4212
	Motion pictures and sound recording	-	-	-	-	S	P	P	P	P	-	4220
	Radio and television	-	-	-	-	S	P	P	P	P	-	4231

	broadcasting											
	Cable networks and distribution	-	-	-	-	-	P	P	P	P	-	4232
	Wireless telecommunications	-	-	-	-	-	-	-	-	-	-	4233
	Telephone and other wired telecommunications	-	-	-	-	-	P	P	P	P	-	4234
	Information services and data processing industries	-	-	-	-	S	P	P	P	P	-	4240
	Online information services	-	-	-	-	S	P	P	P	P	-	4241
	Libraries and archives	-	-	-	-	P	P	P	P	P	S	4242
Utility and utility services:												
	Electric power	S	S	S	S	P	P	P	S	P	-	4310
	Hydroelectric	S	S	S	S	S	S	P	P	S	-	4311
	Fossil	-	-	-	-	-	-	P	-	-	-	4312
	Nuclear	-	-	-	-	-	-	-	-	-	-	4313
	Alternative energy sources	S	S	S	S	S	S	P	S	S	-	4314
	Natural gas, petroleum, fuels, etc.	S	S	S	S	S	S	P	S	S	-	4320
	Water, steam, air conditioning supply	-	-	-	-	-	S	P	P	S	-	4330
	Water Tower/Essential Public Service	P	P	P	P	P	P	P	P	P	P	
	Industrial Water Supply							P	P	-	-	4332
	Hazardous waste collection and storage facility	-	-	-	-	-	-	S	-	-	-	4341
	Hazardous waste treatment and disposal	-	-	-	-	-	-	S	-	-	-	4342
	Solid waste collection and storage	-	-	-	-	-	S	P	-	S	-	4343
	Solid waste combustor or incinerator	-	-	-	-	-	-	S	-	-	-	4344
	Solid waste landfill	-	-	-	-	-	-	-	-	-	-	4345

	Septic tank and related storage and distribution services	-	-	-	-	-	S	S	-	-	-	
Arts, entertainment, tourism, and recreation:												
	General arts and tourism	-	-	-	-	P	P	P	S	P	-	5000
	Wedding Event and Reception	S	S	S	S	S	P	P	P	P	S	
	Conference or convention center	-	-	-	-	S	P	P	S	P	-	
	Community centers	S	S	S	S	S	P	P	S	P	P	
	Performing arts or supporting establishment	-	-	-	-	S	P	P	S	P	P	5100
	Theater, dance, or music establishment	-	-	-	-	S	P	P	S	P	P	5110
	Stadiums	-	-	-	-	-	S	P	-	S	-	
	Movie theater	-	-	-	-	S	P	P	S	P	P	5112
	Sports team or club headquarters/facility	-	-	-	-	S	P	P	-	P	-	5120
	Racetrack establishment	-	-	-	-	-	-	P	-	-	-	5130
	Promoter of performing arts, sports, and similar events	-	-	-	-	P	P	P	-	P	-	5140
	Agent for management services	-	-	-	-	P	P	P	-	P	-	5150
	Museums and other special purpose recreational institutions	-	-	-	-	S	P	P	S	P	-	5200
	Art gallery	-	-	-	-	P	P	P	S	P	P	5211
	Historical or archeological institution	-	-	-	-	S	P	P	-	P	-	5220
	Zoos, botanical gardens, arboretums, etc.	-	-	-	-	S	P	P	-	P	-	5230
	Amusement, sports, or recreation establishment	-	-	-	-	-	P	P	-	P	P	5300
	Amusement or theme park establishment	-	-	-	-	-	P	P	-	P	-	5310
	Games arcade establishment	-	-	-	-	S	P	P	-	P	-	5320

	Casino, bingo halls, or gambling establishment	-	-	-	-	-	P	P	-	P	-	5330
	Miniature golf establishment	-	-	-	-	S	P	S	-	P	P	5340
	Marina or yachting club facility operators	-	-	-	-	-	P	P	-	P	-	5360
	Fitness, recreational sports, gym, or athletic club	-	-	-	-	S	P	P	P	P	P	5370
	Golf course	S	S	S	S	S	S	S	-	S	-	5374
	Indoor shooting or archery range	-	-	-	-	-	S	P	-	P	-	
	Driving range	-	-	-	-	-	P	P	-	S	S	5376
	Private (sports complex/arena/playing field)	-	-	-	-	-	P	P	S	P	S	5379
	Municipal (sports complex/arena/playing field)	P	P	P	P	P	P	P	S	P	P	
	Bowling, billiards, pool, etc.	-	-	-	-	S	P	P	-	P	P	5380
	Skating rinks, roller skates, etc.	-	-	-	-	S	P	P	-	P	P	5390
	Camps, camping, and related establishments	-	-	-	-	S	P	P	-	P	-	5400
	Travel trailer (RV) park	-	-	-	-	-	S	S	-	S	-	5410
Education uses:												
	Nursery and preschool	S	S	S	S	P	P	S	P	P	S	6110
	Elementary school	S	S	S	S	S	P	S	-	P	S	6121
	Middle school	S	S	S	S	S	P	S	-	P	S	6122
	High school	S	S	S	S	S	P	S	-	P	S	6123
	Adult education services	-	-	-	-	S	P	P	P	P	-	6126
	Colleges and universities	-	-	-	-	S	P	P	S	P	-	6130
	Technical, trade, and other specialty schools	-	-	-	-	S	P	P	P	P	-	6140
	Beauty schools	-	-	-	-	S	P	P	-	P	-	6141
	Business management	-	-	-	-	S	P	P	P	P	-	6142

	Computer training	-	-	-	-	S	P	P	P	P	-	6143
	Driving education	-	-	-	-	S	P	P	-	P	-	6144
	Fine and performing arts education	-	-	-	-	S	P	P	S	P	S	6145
	Flight training	-	-	-	-	-	P	P	S	P	-	6146
	Sports and recreation education	-	-	-	-	P	P	P	-	P	P	6147
Public administration uses:												
	Courts	-	-	-	-	S	P	P	-	P	-	6221
	Correctional institutions	-	-	-	-	-	-	S	-	-	-	6222
Other governmental functions:												
	Space research and technology	-	-	-	-	S	P	P	P	P	-	6320
Public safety:												
	Fire and rescue	S	S	S	S	S	P	P	P	P	S	6410
	Police	P	P	P	P	P	P	P	P	P	P	6420
	Emergency response	S	S	S	S	S	S	S	P	P	S	6430
	Public safety training facility	S	S	S	S	S	P	P	S	P	S	
	City facilities	P	P	P	P	P	P	P	P	P	P	
Health and human service:												
	Ambulatory or outpatient care services	-	-	-	-	S	P	P	P	P	-	6510
	Clinics	-	-	-	-	S	P	P	P	P	-	6511
	Family planning and outpatient care centers	-	-	-	-	S	P	P	P	P	-	6512
	Medical and diagnostic laboratories	-	-	-	-	S	P	P	P	P	-	6513
	Blood and organ bank	-	-	-	-	S	P	P	P	P	-	6514
	Nursing, supervision, and other rehabilitative services	-	-	-	-	S	P	P	P	P	-	6520
	Hospital	-	-	-	-	S	P	P	S	P	-	6530
	Social assistance, welfare, and	-	-	-	-	S	P	P	S	P	P	6560

	charitable services											
	Child and youth services	-	-	-	-	P	P	P	S	P	P	6561
	Child daycare, commercial (more than 5 children)	-	-	-	-	P	P	P	P	P	P	6562
	Child daycare, home (up to 5 children)	P	P	P	P	S	S	-	-	S	P	
	Community food bank	S	S	S	S	S	P	P	-	P	P	6563
	Emergency and relief services	-	-	-	-	P	P	P	-	P	-	6564
	Other family services	-	-	-	S	P	P	P	-	P	P	6565
	Services for elderly and disabled	-	-	-	S	S	P	P	-	P	P	6566
	Veterans affairs	-	-	-	-	P	P	P	-	P	P	6567
	Vocational rehabilitation	-	-	-	-	S	P	P	P	P	-	6568
	Work release facilities	-	-	-	-	-	S	S	-	S	-	
	Religious institutions	S	S	S	S	P	P	P	S	S	S	6600
Death care services:												
	Funeral homes and services	-	-	-	-	S	P	P	-	P	-	6710
	Cremation services and cemeteries	-	-	-	-	S	P	P	-	P	-	6720
Associations, nonprofit organizations, etc.:												
	Civic, social, and fraternal organizations headquarters/facility	-	-	-	-	P	P	P	-	P	S	6830
Mining and extraction establishments:												
	Metals (iron, copper, etc.)	-	-	-	-	-	-	-	-	-	-	8200
	Nonmetallic mining	-	-	-	-	-	-	-	-	-	-	8400
	Quarrying and stone cutting establishments	-	-	-	-	-	-	S	-	-	-	8500
Agriculture, forestry, fishing and hunting:												

	Commercial crop production	P	P	P	P	P	P	P	P	-	-	9100
	Commercial greenhouse, nursery, and floriculture	-	-	-	-	P	P	P	S	P	-	9140
	Farm and farm labor management services	-	-	-	-	S	P	P	-	P	-	9210
	Slaughterhouse	-	-	-	-	-	S	S	-	-	-	
	Stockyard/dairies	-	-	-	-	-	-	-	-	-	-	
	Cattle feedlot establishment	-	-	-	-	-	-	-	-	-	-	9312
	Hog and pig farm	-	-	-	-	-	-	-	-	-	-	9330

SECTION 3. *That Post Falls Municipal Code Section 18.24.020 H.1. is amended to read as follows:*

1. Residential: All required residential access drives and parking areas must be surfaced with concrete or asphalt paving. Driveways to individual residences may not exceed a maximum of twenty percent (20%) slope, provided that any residence with a driveway in excess of fifteen percent (15%) slope must be provided with a separate access route from the front door to the edge of the paved street or sidewalk that meets the design requirements for a means of egress contained in the adopted Building Code applicable to structure. Each driveway must have a drive approach that meets city standards. Driveways to individual residences must ~~measure a minimum of fourteen feet (14') in width and twenty feet (20') in length~~ not be narrower than the approved driveway approach per PFMC Title 12.12.060: Approach Width.

SECTION 4. *That Post Falls Municipal Code Section 18.24.020: General Performance Standards, Subsection K is amended to read as follows:*

K. Fences And Walls (Excluding Retaining Walls): All walls and fences shall not exceed three feet (3') in height within the required front yard setback and nor shall they exceed six feet (6') in height in the rear and side yard setback areas, unless otherwise permitted per section 18.20.150 of this title. For corner lots, fences measuring six feet (6') in height along the "street side yard" can be permitted so long as such fence height does not extend into the front yard setback where the primary entrance of the residence is oriented. Corner lots which abut the side yard of an adjoining lot may not block visibility of a driveway on the adjoining lot above three feet (3'). The height and location of new fences or walls that affect visibility from existing abutting driveways shall be restricted, to provide for vision clearance measuring ten feet by ten feet (10' x 10') on the subject private property. Where new driveways are proposed adjacent to existing fences that exceed three feet (3') in height, the driveway approach shall be located no closer than fifteen feet (15') to the fence.

1. Exemption: Fencing or screening that is a customary component of a sports or recreation facility utilized to define the area or play or to protect persons from injury resulting from the play of the sport is exempt from the height requirement to the extent necessary for the fence or screen to serve its customary purpose.

SECTION 5. *That Post Falls Municipal Code Section 18.24.030: Residential Performance Standards, Subsection A is amended to read as follows:*

18.24.030: RESIDENTIAL PERFORMANCE STANDARDS:

A. Single-Family And Duplex Residential: Single-family and duplex residential development shall conform to the following standards:

1. When buildings are adjacent to a public street or private street, the building entrances must be clearly visible and oriented to face the public street. The *Zoning*

Administrator may grant deviations when the implementation of this criteria is practically implausible, the proposed deviation creates a better design for the community, or there has been a general attempt to meet this criterion.

~~1~~2. Accessory Structures: Accessory structures in any zone shall be set back behind the front of the residence. On a corner lot the accessory structure may be placed in front of the residence on the "street side yard".

~~2~~3. Accessory Dwelling Units: *Accessory Dwelling Units* may be permitted as secondary *Dwellings* to *Single-Family Homes* subject to the following restrictions:

a. Only one *Accessory Dwelling Unit* is allowed on a *Lot*.
b. One of the residences must be owner occupied.
c. One additional off-street parking space must be provided.
d. Building materials must be consistent with the primary residence.
e. No more than one entrance to the *Accessory Dwelling Unit* may be visible from the street.
f. The *Accessory Dwelling Unit* cannot have a separate drive approach, unless drive approach is from a rear loaded alley or side street of a corner lot.
g. The *Accessory Dwelling Unit* (attached or detached) can be no larger than fifty percent (50%) of the living area of the primary residence and no more than one thousand (1,000) square feet.
h. An *Accessory Dwelling Unit* must have electricity, kitchen facilities, and sanitary facilities.
i. The applicant must include a detailed site plan, drawn to scale, including the proposed accessory living unit, *Setback Lines*, ingress/egress routes.
j. An existing accessory building that is proposed to be converted to an accessory living unit must meet the requirements of the adopted building codes.

SECTION 6. *That Post Falls Municipal Code Section 18.24.070 is repealed and a new Section 18.24.070 is adopted to read as follows:*

18.24.070: PARKING:

The following standards are applicable to and required for off street parking for newly established or substantially modified land *Uses* subject to this Code. Parking provisions do not apply to any existing building or *Structure*, or *Use*, unless there is a change of *Use* or expansion requiring additional parking. Whenever a building or *Structure* existing prior to the adoption of this Code, is enlarged in floor area, such addition must comply with current parking requirements and site improvements, without diminishing the usefulness of existing site improvements. Parking requirements and configuration must be reviewed and approved in the site plan review process. The following are general requirements that apply to off street parking in all zoning districts:

A. Uses Not Listed: Where a proposed *Use* is not listed in this section the *Zoning Administrator* will determine parking needs based on the information provided by the applicant or *Staff*. Appeal of the *Zoning Administrator's* determination may be applied for in accordance with provisions of this title.

B. Lighting: Lighting used to illuminate a parking lot must be arranged to direct light and glare away from adjoining property or public *Right-of-Way*.

C. Paving: The required number of parking and loading spaces as set forth in this section, together with driveways, aisles, and other circulation areas, must be surfaced with asphalt or concrete.

D. Drainage: All parking and loading areas must provide for proper drainage of surface water to approved drainage areas or *Structures*. Surface drainage must be retained on site to the extent that site runoff not exceed runoff from the site in its undeveloped condition.

E. Striping: Parking lots must be permanently striped to delineate parking spaces and circulation patterns in accordance with the adopted Building Code and related standards.

F. Accessible Parking Standards: Accessible parking must be provided in accordance with ICC/ANSI accessibility standards.

G. Residential Off Street Parking Requirements:

Type Of Residence	Parking Spaces
Single-family or two-family dwelling	2 for each unit (spaces within garages/carports are calculated in the overall requirement)
Multi-family (3 units or greater):	
1 bedroom unit	1.5 for each dwelling unit
2 or more bedroom units	2.0 for each dwelling unit
Senior housing (55 years and older) (includes senior mobile home parks)	1 for each dwelling unit
Mobile home park	2 for each unit

H. Commercial, Office, Industrial, Technology, and Institutional Parking Requirements: Generally, nonresidential *Uses* should provide one (1) space for each two hundred fifty (250) square feet of gross floor area. For any nonresidential *Use* an absolute minimum of two (2) spaces is required.

Type Of Use	Parking Spaces
Commercial, office, and industrial parking:	
Auction business	1 space for every 100 square feet of the structure

	Auction business, permanent outdoor location		10 parking spaces per acre, minimum of 20 spaces
	Hotels/motels		1 per each sleeping room, plus 1 space for each 2 employees
	Medical/dental offices		1 for every 200 square feet floor area
	Ministorage		3 spaces, plus 1 space for each 75 units
	Offices		1 per 200 square feet floor area
	Restaurants/taverns/bars		1 space per 100 square feet of floor area, or 1 space for every 2 seats, whichever is greater (includes any outdoor seating)
Industrial/manufacturing parking requirements:			1 space per 450 gross square feet
	Storage/warehouse areas in industrial buildings:		
		Up to 20,000 square feet	1 space per 2,000 square feet of floor area
		Over 20,000 square feet	1 space per 3,000 square feet floor area
Institutional:			
	Churches or assembly areas (to include funeral homes)		1 for each 5 seats
	Hospital		1 for each bed; 1 for each on duty staff employee on the busiest shift
	Schools:		
		High school	1 for each 4 students and 1 for each employee
		Middle school	1 for each 25 students and 1 for each employee
		Elementary school	1 for each 40 students and 1 for each employee
		Childcare/nursery schools	2 for each classroom, not less than 6 total

1. Additional Parking Requirements: Parking for nonresidential land *Uses* must comply with the following standards in addition to other parking requirements:
   a. Joint Use Parking: Separate nonresidential *Uses* may jointly provide and use parking spaces in a complementary manner, provided that a written agreement between joint users, approved by the *Zoning Administrator*, must be completed.
   b. Off Street Parking Location: Off street parking must be located on the premises it is intended to serve or within one hundred fifty feet (150') thereof. Parking spaces for all detached residential *Uses* must be located on the same Lot as the use which they are intended to serve.
   c. Multi-Tenant User Parking Space Requirements: Off street parking must be calculated for each individual *Use* requirement. The *Zoning Administrator* may reduce the total number of spaces required, taking into consideration tenant composition and complementary *Uses*. In no case should the number of spaces be less than four (4) per one thousand (1,000) square feet. A change of *Use* may require a

reevaluation of parking requirements. A proposed subsequent *Use* may be denied if sufficient parking is not provided.

d. Maintenance Of Parking Areas: The owner must maintain all *Parking Areas*. Maintenance must include *Landscaping*, removal of trash and weeds, and repair of signs, light standards, fences, walls, maintenance of drainage, surfacing materials, curbs, snow removal and striping.

e. Access: Any commercial, industrial, technology or institutional *Parking Area* must be designed in such a manner that any vehicle leaving or entering the *Parking Area* from or onto a public or private street must be traveling in a forward motion. Access driveways for *Parking Areas* or loading spaces must be located in such a way that any vehicle entering or leaving such area be clearly visible to a pedestrian or motorist approaching the access or driveway from a public or private street.

I. Seasonal Parking in the Community Commercial Services Zone: Privately owned parcels of at least four (4) acres may be used to provide seasonal parking for recreational activities without complying with the parking standards contained in this Section if the property owner complies with the following requirements:

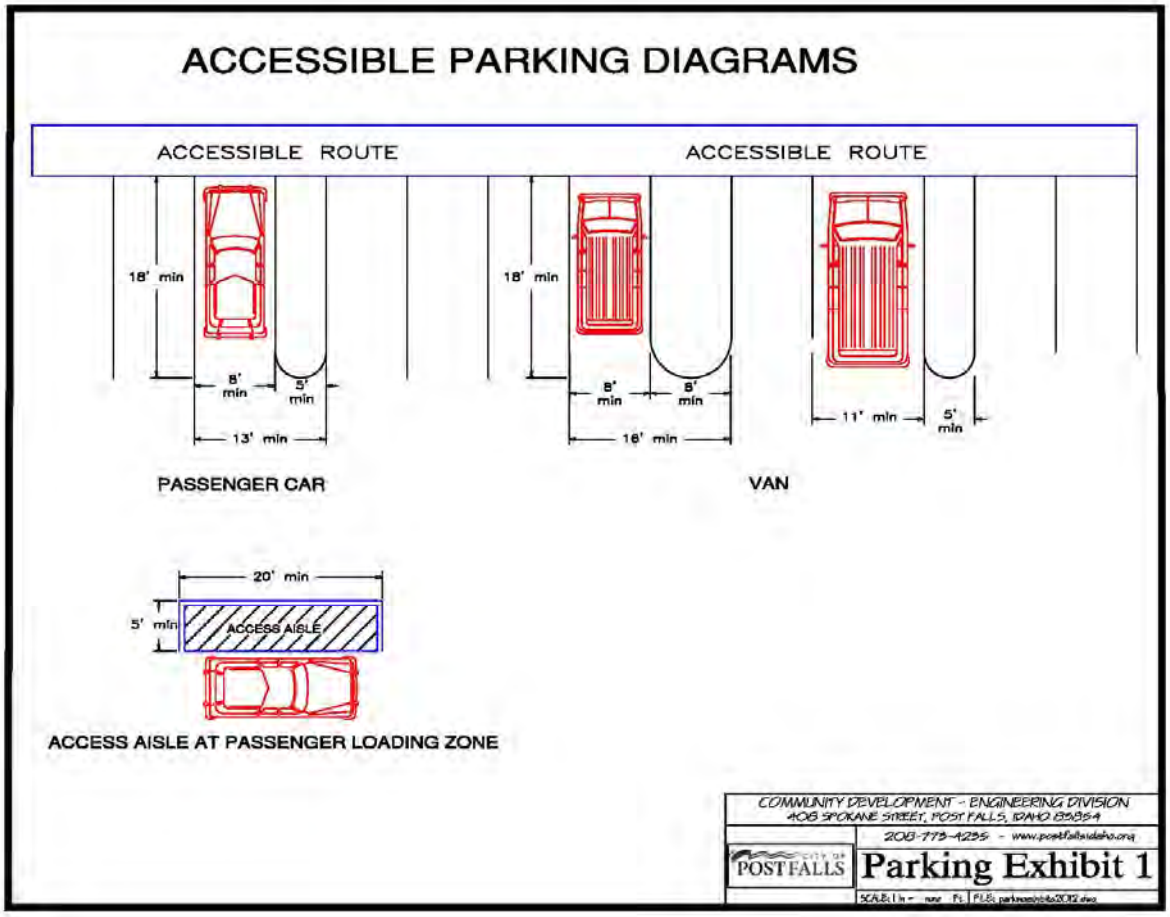
1. The *Parking Area* must be open to the public without charge.
2. The *Parking Area* may only be open from April 1 through October 31 annually.
3. The *Parking Area* must be located at least twenty-five feet (25') from all property lines.
4. Public restrooms and solid waste collection and disposal must be provided and must be located at least twenty-five feet (25') from all property lines.
5. The *Parking Area* must be closed between the hours of ten o'clock (10:00) p.m. and seven o'clock (7:00) a.m.
6. Dust abatement must be applied to the *Parking Area*.
7. The site must be maintained in good condition and repair, free from garbage, paper, litter, tall grasses or weeds, and other debris to prevent the *Parking Area* from becoming unsightly or a fire hazard.

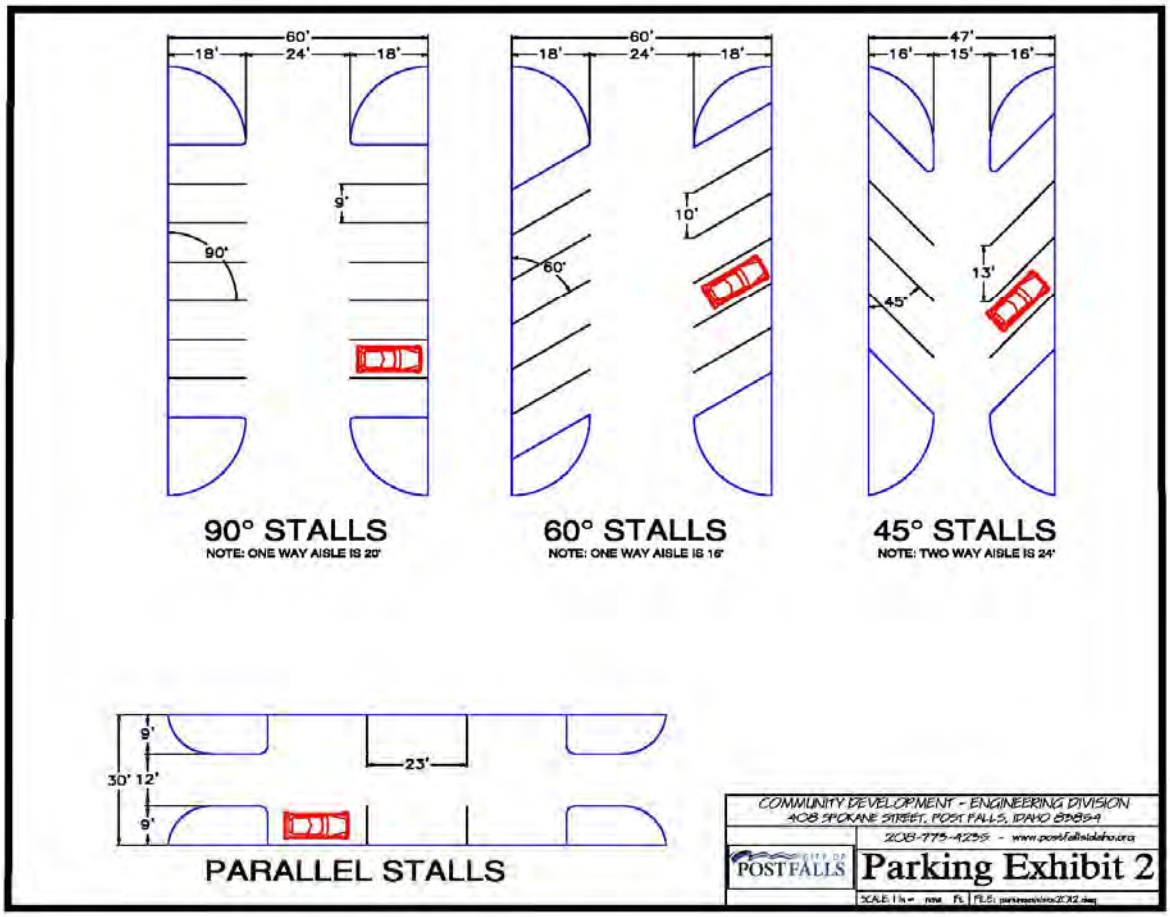
J. Parking Spaces: The following standards apply to development of *Parking Areas*:

1. Accessible Parking:
   a. Parking: Parking requirements must be provided in accordance with ICC/ANSI standards and chapter 11 of the *International Building Code*, regarding number of spaces.
   b. Maximum Slope: Parking spaces and access aisles must have a maximum slope of two percent (2%) in all directions.
   c. Parked Vehicle Overhangs: Parked vehicle overhangs must not reduce the clear width of an accessible route to less than four feet (4').

2. Parking Dimensions and Maneuvering Aisles: Parking space and maneuvering aisles

must comply with the following minimum standards. See parking diagrams of this section.





SECTION 7. *That Post Falls Municipal Code Section 18.24.080: Landscaping, Subsection B.1. is amended to read as follows:*

1. Exemptions~~. The following *Uses* are exempt from the requirements of this section: Single family, two family, and three family *Dwellings* are exempt from applying the *Buffer* stated within this section.~~ Single tax parcels of less than ½ acre being developed with a single, two, or three family *Dwellings* are exempt from applying the *Buffer* stated within this section.

SECTION 8. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 10. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 11. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on_____, 2022.

APPROVED, ADOPTED and SIGNED this day of , 2022.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], Section 1 provides for amendment of 18.16.010 W. of City Code regarding the Public Reserve Zone. Section 2 provides for repeal and replacement of 18.20.030 of City Code regarding the Land Use Table. Section 3 provides for amendment of 18.24.020 H.1. of City Code regarding Residential Surfacing. Section 4 provides for amendment of 18.24.030 A. regarding Residential Performance Standards. Section 5 provides for repeal and replacement of 18.24.070 of City Code regarding Parking. Section 6 provides for amendment of 18.24.080 B.1. regarding Exemptions for Buffers. Section 7 provides for repeal of conflicting ordinances. Section 8 provides for effect of code on past actions and obligations. Section 9 provides for severability. Section 10 provides for an effective date. The full text of the summarized Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

_____

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am the legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No.[Category], and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this day of , 2022.

Warren J. Wilson, City Attorney

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions

MEETING DATE: 5/3/2022

DATE: 4/27/2022 9:23 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, City Attorney

SUBJECT: Ordinance Amending City Code 5.04.080 to Issue Licenses for Bars and Taverns based on Zoning Code

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ITEM AND RECOMMENDED ACTION:
Staff recommends approving ordinance to issue liquor licenses for on-premises consumption at bars/taverns based on zoning.

DISCUSSION:
The attached ordinance, if adopted, would allow for the issuance of liquor licenses for on-premises consumption at bars and taverns based on the zoning of the area rather than requiring an applicant to seek separate city council approval when the bar is located in proximity to churches, schools, predominately residential areas. I.C. 23-913 authorizes the City Council to make this change.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
4/19/22

APPROVED OR DIRECTION GIVEN:
Council considered this ordinance at the April 19, 2022 City Council meeting and directed staff to prepare an ordinance for adoption.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING MUNICIPAL CODE SECTION 5.04.080 TO ALLOW THE ISSUANCE OF LICENSES FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON THE PREMISES CONSUMPTION IN AREAS ZONED FOR BARS AND TAVERNS AS AUTHORIZED BY IDAHO CODE 23-913; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council find that Idaho Code 23-913 authorizes the City Council to permit the sale of alcoholic beverages for consumption on the premises within 300 feet of residential, school, and church uses; and

WHEREAS, the Post Falls zoning code regulates the location of land uses, including bars, to ensure that the use is in an area of compatible land uses; and

WHEREAS, The Mayor and City Council find that using the City's zoning code to regulate the locations of bars and taverns simplifies City licensing requirements while protecting quality of life within the City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Post Falls as follows:

SECTION 1. That Post Falls Municipal Code Section 5.04.080 is amended as follows:

5.04.080: GENERAL APPLICANT/LICENSE RESTRICTIONS:

A. No retail license to sell alcoholic beverages by the drink will be issued to any applicant who:

1. Has, or any partner who has, or actual manager or officer of whom has:

   a. Been convicted of the violation of any law of the state, or of the United States regulations, governing or prohibiting the sale of alcoholic beverages or intoxicating

liquor within three (3) years or within three (3) years forfeited or suffered the forfeiture of a bond for their appearance to answer charges for such violation.

b. Been convicted of driving a motor vehicle under the influence of alcohol, drugs or any other intoxicating substances as defined in the jurisdiction in which the judgment was entered within three (3) years prior to the date of the making of the application for license and/or has not paid a fine, completed a sentence and/or parole for such conviction.

c. Engaged in the operation of, or has interest in, any house or place for the purpose of prostitution, or has engaged in the operation of any house or premises within the city limits of Post Falls which has been declared and found to have been a moral nuisance as defined by city ordinances or state law.

d. Been convicted in any jurisdiction or received a withheld judgment for any crime concerning the possession of any controlled substance within five (5) years.

2. Has had a similar license revoked by any jurisdiction granting the license and/or had their license revoked by the state of Idaho or Kootenai County.

3. Allows conduct to occur on the premises which is a moral nuisance as defined by the laws of the state of Idaho and/or the ordinances of the city of Post Falls.

4. Allows the licensed premises to be frequented by disorderly persons, or if licensed premises is frequented by persons convicted of violence and/or controlled substances, and/or lewd and lascivious conduct.

5. Manages and/or operates the licensed premises in such a way as to be a nuisance to surrounding businesses by reason of the conduct of employees or clientele of the licensed premises, where said employees or clientele engage in lewd and/or violent and/or disorderly behavior.

B. <u>As authorized by Idaho Code 23-913, the City Council hereby approves issuing licenses for the sale of alcoholic beverages upon the premises to applicant's who meet all licensing requirements contained in this Chapter where the premises is located in a zoning district</u>

that allows bars/taverns/lounges either by right or upon the issuance of a special use permit for that use. No license shall be issued for the sale of alcoholic beverages upon the premises in other locations where such sale is prohibited by Idaho Code 23-913.

SECTION 2 All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on April ___ 2022.

APPROVED, ADOPTED and SIGNED this 3rd day of May, 2022.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING MUNICIPAL CODE SECTION 5.04.080 TO ALLOW THE ISSUANCE OF LICENSES FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON THE PREMISES CONSUMPTION IN AREAS ZONED FOR BARS AND TAVERNS AS AUTHORIZED BY IDAHO CODE 23-913; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which authorizes the issuance of licenses for the sale of alcoholic beverages for on the premises consumption in areas zoned for bars and taverns; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of April, 2022.

_____/s/_____

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which authorizes the issuance of licenses for the sale of alcoholic beverages upon the premises in areas zoned for bars and taverns and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this 3rd day of May, 2022.

_____

Warren J. Wilson, City Attorney

CITY OF POST FALLS
AGENDA REPORT
New Business

MEETING DATE: 5/3/2022

DATE: 4/27/2022 9:24 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert S. Palus, PE – Assistant City Engineer

SUBJECT: Approval of Contract Award - Mullan Avenue & Cecil Road Access Safety Project

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ITEM AND RECOMMENDED ACTION:
With approval, City Council authorizes the award of the contract to construct the project titled Mullan Avenue & Cecil Road Access Safety Project, to LaRiviere incorporated, including a 10% contingency amount for staff to manage.

DISCUSSION:
At the March 15, 2022 City Council meeting, City Council authorized staff to advertise for bids to construct the project titled Mullan Avenue & Cecil Road Access Safety Project. A pre-bid conference was not held for this project. A bid opening was held on Friday, April 8th. There were two (2) responsive bidders. The City's Consulting Engineer (JUB Engineering) has reviewed the bid packets. The low bid for the project was from LaRiviere Incorporated at a bid cost of $107,062.20. The Engineers Opinion of Probable Cost (EOPC) for the project was $125,355.00. Funding is being provided by the Post Falls Urban Renewal Agency. City Staff requested additional funding for the project from the PFURA on April 21st. Additional funding of up to $760,182.38 was approved to cover additional costs on this project and the Poleline Ave. and Cecil Rd. Roundabout Project.

Completion of this project revises access along Mullan Avenue to address an identified safety concer.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 6, 2021	MOU with PFURA for Cecil/Poleline and Cecil/Mullan Intersection Improvements.
Agust 3, 2021	Professional Services Agreement with JUB for Design of Cecil/Poleline and Cecil/Mullan Intersection Improvements.
March 3, 2022	First addendum to MOU with PFURA for Cecil/Poleline and Cecil/Mullan Intersection Improvements.
March 15, 2022	Request to bid project.

APPROVED OR DIRECTION GIVEN:
Council has approved project related actions to date.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$187,062.20

BUDGET CODE:

Street Impact Fees	
037-431.0000	$187,062.20
PFURA Reimbursement	$187,062.20

SUPPORTING DOCUMENTS:
A copy of the completed Bidding Documents are attached.

BID AND CONTRACT DOCUMENTS

for

City of Post Falls
Kootenai County, Idaho

Mullan Avenue & Cecil Road Access Safety Project

January 2022

Engineers

J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d'Alene, Idaho 83815
(208) 762-8787

Owner

City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854
(208) 773-3511

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BID AND CONTRACT DOCUMENTS

for

City of Post Falls
Kootenai County, Idaho
Mullan Avenue & Cecil Road Access Safety Project

January 2022

NOTICE AND DISCLAIMER

THE PLANS AND/OR SPECIFICATIONS (DOCUMENTS) ARE THE PROPERTY OF J-U-B ENGINEERS, INC. ("J-U-B") AND BY USING THE DOCUMENTS YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS NOTICE AND DISCLAIMER.

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Prepared by

J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d'Alene, Idaho 83815
208-762-8787

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City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

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Bid Forms

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City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Advertisement for Bids

General Notice

The City of Post Falls, Idaho (Owner) is requesting Bids for the **Mullan Avenue & Cecil Road Access Safety Project.** Bids for the construction of the Project will be received at the **Post Falls City Hall** located at **408 N. Spokane Street, Post Falls, Idaho 83854**, until **Friday, February 18, 2022** at **2:00 PM** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

> Converting about 470' of two-way left turn lane along Mullan Avenue into left-turn-only lanes via median curbs and installing a median island and a driveway island on a southern access. Work includes asphalt and concrete repaving, concrete curbs and islands, signing, striping, and traffic control.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website: www.jubplanroom.com. Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Contract Documents may be examined at the following locations:

- City of Post Falls; 408 N. Spokane Street, Post Falls, ID 83854
- J-U-B ENGINEERS, Inc.; 7825 Meadowlark Way; Coeur d'Alene, Idaho 83815

Pre-bid Conference

A pre-bid conference for the Project will not be held.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashier's check or cash in the amount of 5%<PERCENT> of the amount of the bid proposal. Said bid security shall be forfeited to the Owner as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

The Owner (defined in Article 1 of Instructions to Bidders) reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the Owner (defined in Article 1 of Instructions to Bidders)

Questions during bidding should be directed to Andrew Baden, P.E. at J-U-B ENGINEERS, Inc. at 7825 Meadowlark Way; Coeur d'Alene, Idaho; phone 208-762-8787; fax 208-762-9797; email abaden@jub.com.

This Advertisement is issued by:

Owner: **City of Post Falls, Idaho**
By:
Title: City Engineer
Date: **1/21/22 and 1/28/2022**

City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Bidder's Checklist

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

Check off when completed:

1._____ Are all blank spaces filled out on Bid Form?

2._____ Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?

3._____ Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and unit prices must be shown in words and figures.

4._____ Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number, evidence of authority to sign, etc.?

5. _____ Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number?

6._____ Have all Addenda been received and acknowledged with the proper signature on the Bid Form?

7._____ In order for a Bid to be considered, the Bid form, Bid Security, naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.

8._____ Has Bid Security been enclosed?

9._____ Has Bidder performed examinations in accordance with the Instructions to Bidders?

10.____ Has Bidder included additional information required in Article 15 of the Instructions to Bidders?

11.____ Has the Contractor's Non-Collusion Affidavit Form been enclosed?

12.____ Has the Anti-Discrimination Affidavit Form been enclosed?

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City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Instructions to Bidders

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ARTICLE 1 – DEFINED TERMS

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

A. *Owner* – One who receives, open bids, and is anticipated to enter into an agreement with the contractor. The Owner for this project is:

City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854

B. *Engineer and Issuing Office* – The firm and office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office for this project is:

J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d'Alene, ID 83815

C. *Bidder* – One who submits a Bid directly to the Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

D. *Successful Bidder* – The lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The owner will review the bids and consider an award based on the total of the Base Bid.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

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

3.03 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor's License to submit a Bid or proposal for this project. If this project is financed in whole or in part with federal aid funds, a Public Works Contractor License is not required to Bid or propose, but will be required prior to award.

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

4.01 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

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

4.03 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

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

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

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

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

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

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

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

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

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

4.05 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. No additional reports or information are available.

B. Copies of reports and drawings referenced in Paragraph 4.05.A will be made available by Owner to any Bidder on request at the cost of reproduction. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.06 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. Copies of reports and drawings referenced in Paragraph 4.06.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

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

4.08 Stormwater Discharge Permits

Contractor is hereby notified of its duty to comply with the NPDES General Permit for Storm Water Discharges from Construction Activities Construction General Permit, or CGP. The CGP authorizes storm water discharges from construction activities that result in a total land disturbance equal to or greater than one acre, where those discharges enter surface waters of the United States.

Contractors shall provide a copy of the NOI and Storm Water Pollution Prevention Plan (SWPPP) to the city upon request (if required by the project).

This project is anticipated to have ground disturbing activities of less than one acre in size and will not impact the surface waters of the United States. A NOI is not required with this this project. The Contractor is still required to comply with other regulations and follow best management practices related to stormwater quality control as defined by the Idaho Catalogue of Stormwater Best Management Practices (IDEQ).

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held.

ARTICLE 6 – SITE AND OTHER AREAS

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda ~~mailed or~~ delivered to all parties recorded by Engineer **via www.jubplanroom.com as** having received the Bidding Documents. Questions received less than 5 working days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of cash, a certified check, cashier's check, ~~bank money order~~, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of

Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 15 days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

Per Idaho Code 67-2310, Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid submitted by the Bidder unresponsive and void. Use naming of subcontractors form 00440.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or Issuing Office.

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

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. ~~The corporate seal shall be affixed and attested by the secretary or an assistant secretary.~~ The corporate address and state of incorporation shall be shown.

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

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

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

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

13.08 All names shall be printed in ink below the signatures**.**

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

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

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

13.12 The Bid shall contain evidence of Bidder's authority and qualification to do business in Idaho. If the project is federally funded, signing the Bid Form constitutes a covenant to obtain such qualification prior to award of the Contract. Bidder's Idaho Public Works Contractor License Number shall also be shown on the Bid form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Not Used

14.02 *Unit Price*

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

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

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

D. The successful low bidder will be the combination of the base bid and any alternatives, as defined in the bid form.

14.03 *Allowances*

A. Not Used

14.04 *Completion Time Comparisons*

A. Not Used

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished the Bid Form and the Bid Bond Form.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside as noted in the Advertisement for Bids. A mailed Bid shall be addressed to Owner at the place indicated in Paragraph 1.01 of the Instructions to Bidders.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

16.03 Relief from Bids. (a) If an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.

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

a) A clerical or mathematical mistake was made;

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

c) The mistake was material.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids. Due to the COVID-19 Pandemic, bid opening procedures may be modified in the Advertisement for Bid or by Addendum.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

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

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

19.04 If the Contract is to be awarded, Owner will award the Contract to the lowest responsive Bidder.

19.05 Owner reserves the right to reject all Bids in the event the Bids exceed the Owner's ability to finance the project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

~~22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No.). Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.~~

22.01 Refer to Article 6 of the General Conditions for tax requirements.

ARTICLE 23 – RETAINAGE

23.01 Provisions for retainage are as established in Article 6 of the Agreement. ~~Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.~~

ARTICLE 24 – CONTRACTS TO BE ASSIGNED

24.01 Not Used

ARTICLE 25 – PARTNERING

25.01 Not Used

ARTICLE 26 – DISPOSAL SITES

26.01 Contractor to provide disposal sites. Any agreement reached between the landowners and the contractor for disposal of waste material will not include the Owner of the project, and all disposal must meet local regulations.

City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Bid Form

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Post Falls
Attn: City Clerk
408 N. Spokane Street
Post Falls, Idaho 83854

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of ~~all~~ which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods,

techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BASE BID					
202.4.1.D.1	Excavation	LS	1.0	$	$
705.4.1.A.1	Median Island Concrete – Class 3000	SY	69.9	$	$
706.4.1.A.2	Standard Straight Curb	LF	263	$	$
706.4.1.A.4	Full-Depth Median Curb	LF	19	$	$
706.4.1.A.6	Extruded Median Curb	LF	449	$	$
706.4.1.F.1	Concrete Driveway Approach	SY	85.7	$	$
802.4.1.B.1	Crushed Aggregate for Base Type I	TON	114.2	$	$
810.4.1.A.1	Plant Mix Pavement	TON	22.0	$	$
1001.4.1.A.1	Sediment Control	LS	1	$	$
1103.4.1.A.1	Construction Traffic Control	LS	1	$	$
1104.4.1.A.1	Waterborne Pavement Markings	SF	614	$	$
1104.4.1.B.1	Thermoplastic Pavement Markings	SF	232	$	$
1105.4.1.E.1	Permanent Signing	LS	1	$	$
2010.4.1.A.1	Mobilization, Demobilization, Bonding, and Insurance	LS	1	$	$
2020.4.1.A.1	Survey Monument	EA	2	$	$
2030.4.1.A.1	Manhole, Adjust to Grade	EA	1	$	$
2030.4.1.C.1	Valve Box, Adjust to Grade	EA	1	$	$
SP-1	Flexible Delineators	EA	20	$	$
				BASE BID TOTAL	$

The owner will review the bids and consider an award based on the total of the Base Bid.

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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

6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Required Bid security in accordance with the Instructions to Bidders ~~the form of Bid Bond, Certified Check, Cash, or Cashier's Check~~;

B. List of Proposed Subcontractors;

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

~~D. List of Proposed Suppliers;~~

E. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors);

F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

G. State of Idaho Public Works Contractor's License No.: _____ ~~*[or]* Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids~~;

H. Other Documents:

I. 1. Non-Collusion Affidavit, Document 415;

J. 2. Anti-Discrimination Affidavit, Document 420;

K. 3. Naming of Subcontractors, Document 440.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

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

Name (typed or printed): _____

Title: _____

Attest _____

Date of Qualification to do business in Idaho is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____ _____

SUBMITTED on _____, 20____.

Idaho Public Works Contractor License No. _____.

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City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Contractor's Non-Collusion Affidavit

State of _____
) SS
County of _____

Bid for _____, being first duly sworn, deposes, and says that he is _____ [sole owner, a partner, president, secretary, etc.] of, _____
_____ [Bidder],

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed:_____

Title:_____

Subscribed and sworn to before me this _____ day of _
_____, 20__.

(NOTARY SEAL)

Notary Public _____
State of _____
My Commission Expires _____

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City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Anti-Discrimination Affidavit

STATE OF _____

COUNTY OF _____

The Bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall not refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless based on a bona fide occupational qualification. Also, the Bidder will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

_____
Contractor's Signature

Subscribed and sworn to before me this _____day of _____, 20__.

(NOTARY SEAL)

_____
Notary Public

State of _____

Residing at _____

My Commission Expires _____

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BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ $ _____

(Written in Words) (Figures)

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

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

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City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Naming of Subcontractors Form

Per Idaho Code, 67-2310 and ISPWC 00200 Instruction to Bidders, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning (HVAC) work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address	**Classification**	**Public Works License Number**
	Plumbing	
	HVAC	
	Electrical	

THIS FORM MUST BE INCLUDED FOR ALL BIDS

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Section 1-B

Contract Forms

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City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Notice of Award

Date: _____

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Bidder:	
Bidder's Address: *[send Notice of Award Certified Mail or emailed with a return receipt requested]*	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars ($_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

   _____

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By:_____
Authorized Signature

_____
Title

Copy to Engineer

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

THIS AGREEMENT is by and between City of Post Falls ("Owner") and

("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:

Converting about 470' of two-way left turn lane along Mullan Avenue into left-turn-only lanes via median curbs and installing a median island and a driveway island on a southern access. Work includes asphalt and concrete repaving, concrete curbs and islands, signing, striping, and traffic control.

1.03 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The City of Post Falls – Mullan Avenue & Cecil Road Access Safety Project

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815 (Engineer), which is 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 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially complete by July 29, 2022 and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 calendar days after Substantial Completion. Substantial Completion is defined as the site being open for public use of all roadway lanes, sidewalks and paved paths without temporary traffic control devices.

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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment 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 an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. Ninety-Five percent (95%) 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. Ninety-Five percent (95%) 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 ninety-five percent (95%) of the Work completed, less retainage and such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less two-hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations

obtained from visits to the Site; and 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, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.

F. 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.

G. 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.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

J. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. WH-5 Public Works Contract Report
5. Technical Specifications – Division 100 of the Idaho Standards for Public Works Construction (not attached).
6. Supplementary Conditions.
7. Specifications and Special Provisions as listed in the table of contents of the Project Manual.

8. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached).

9. Drawings consisting of _____ sheets with each sheet bearing the following general title: Mullan Ave & Cecil Rd Access Safety Project.

10. Addenda (numbers _____ to _____, inclusive).

11. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages _____ to _____, inclusive).

    b. Documentation submitted by Contractor prior to Notice of Award.

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed.

    b. 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 Paragraph 3.04 of 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. 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, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by 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 partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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 may ~~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.

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

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

OWNER:	CONTRACTOR
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	Idaho Public Works Contractors License No.: _____
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	Agent for service of process:
	_____

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City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Notice to Proceed

Date: _____

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Contractor:	
Contractor's Address: *[send Certified Mail, Return Receipt Requested]*	

You are notified that the Contract Times under the above Contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is_____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

Owner:

Given by:

Authorized Signature

Title

Date

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

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PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount (Figures):
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

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

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount (Figures):
Description *(Name and Location)*:

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

Promptly makes payment, directly or indirectly, for all sums due Claimants, and

Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to

the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

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Idaho State Tax Commission

WH-5 Public Works Contract Report

Ref. No. (State use only)

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 Identificatio Number (EIN)	Date qualifed to do business in Idaho
Business operates as ☐ Sole proprietorship ☐ Partnership ☐ Corporation ☐ 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 Da tes

Scheduled project start date: _____ Completion date: _____

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

a ll s ubcontract ors

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

all subcontractors (continued)

Name	Federal EIN
Address	Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership — Amount of subcontract $
Description of work	

Name	Federal EIN
Address	Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership — Amount of subcontract $
Description of work	

Name	Federal EIN
Address	Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ 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	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

Name	Federal EIN	Total value $
Address	Materials and equipment purchased and used	
City, State, ZIP / Phone	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

Name	Federal EIN	Total value $
Address	Materials and equipment purchased and used	
City, State, ZIP / Phone	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

Name	Federal EIN	Total value $
Address	Materials and equipment purchased and used	
City, State, ZIP / Phone	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

* 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 HERE	Authorized signature	Print name	Phone number	Date

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.

Contractor's Application for Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	**$** _____
2. Net change by Change Orders	**$** _____
3. Current Contract Price (Line 1 ± 2)	**$** _____
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	**$** _____
5. RETAINAGE:	
a. X _____ Work Completed	**$** _____
b. X _____ Stored Material	**$** _____
c. Total Retainage (Line 5a + Line 5b)	**$** _____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	**$** _____
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	**$** _____
8. AMOUNT DUE THIS APPLICATION	**$** _____
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	**$** _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application For Payment No. _____

For (contract):	Application Number:
Application Period:	Application Date:

A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C+D)	This Period				
	Totals							

City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Certificate of Substantial Completion

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

□ All Work under the Contract Documents: □ The following specified portions of the Work:

Date of **[tentative] [definitive]** Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

□ Amended Responsibilities □ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $_____ (increase/decrease) Contract Time _____ (increase/decrease) days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

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City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $_____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Name: _____	Name: _____	Name: _____
Print Name	Print Name	Print Name
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable):		Date: _____

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:
You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____ _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description: _____

Attachments: _____

Engineer:
Signature: _____
Print Name: _____

Receipt Acknowledged by Contractor: Signature: _____ Print Name: _____	Date:

Copy to Owner

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City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Affidavit of Payment or Securement of All Taxes

STATE OF IDAHO)
) ss.
COUNTY OF)

_____, being first duly sworn, on oath, deposes and says that he is in conformance with Idaho Code 63-1502, that he is authorized to do business in the State of Idaho, and that he can furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable, 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 _____ day of _____, 2022.

Subscribed and sworn to before me this _____ day of _____, 2022.

(NOTARY SEAL)

_____
NOTARY PUBLIC for State of Idaho

Residing at:_____
My Commission Expires: _____

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Section 2

General Conditions

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

ISPWC DIVISION 100 – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Modified From

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

2015 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC)

NOTE: The base document is the 2007 EJCDC version. Items added to EJCDC to form the 2015 ISPWC are underlined. Items deleted from the EJCDC to form the 2015 ISPWC are shown in strikeout format.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
Skill Responsibility Integrity

ASCE American Society of Civil Engineers

PE National Society of Professional Engineers
Professional Engineers in Private Practice

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CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

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. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

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

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

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

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

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

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

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *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.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42.a*Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

42.b.*Standard Specifications*–Wherever in these Contract Documents reference is made to the Standard Specifications, said reference shall be understood as referring to the Idaho Standards for Public Works Construction which applicable parts are incorporated herein and made a part of these Documents by specific reference thereto. If requirements contained in the Standard Specifications are modified by or are in conflict with supplemental information in these Contract Documents, the requirements of these Contract Documents shall prevail.

43. *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 at the Site.

44. *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.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *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 Subcontractor.

48. *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 those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F 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 Paragraph 9.09 or any other provision of the Contract Documents.

2. <u>“Command” type language is used in the Contract Documents. This command language refers to, and is directed to the Contractor.</u>

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 14.04 or 14.05).

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. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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. 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 Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *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 the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;

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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *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 2.05.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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

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

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier 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

2. 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.

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.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if

any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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 the Work is to be performed 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.

4.02 *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 contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed 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 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and

   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 Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final 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

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous 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 shall not be responsible for 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 such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be

within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

1. The Contractor's scope of work shall include implementation of necessary safety, public health and environmental procedures and requirements relating to sanitary sewage encountered during the work.

2. The Contractor's scope of work shall include necessary safety and environmental requirements for handling and disposal of asbestos pipe removed from service or excavated during the course of the work.

D. If Contractor encounters a Hazardous Environmental Condition not indicated in the Drawings or Specifications or identified in the Contract Documents or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, either party may make a Claim therefor as provided in Paragraph 10.05.

F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. 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: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligent acts or omissions ~~negligence~~.

H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. 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 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, 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 requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have a Best's rating of no less than A:VII, in addition to the other requirements specified herein.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from 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:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and 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;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07;

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuing coverage during the two year period ~~of continuation of such insurance at final payment and one year thereafter~~.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

NOTES TO USER

The Owner, in consultation with their attorney and risk manager, should choose which party shall provide property insurance. In accordance with the Owner's direction, use the appropriate Section A below.

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners,

employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and 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, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

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

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. ~~Owner~~Contractor shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

~~D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

D. Contractor shall be responsible for any deductible or self-insured retention.

~~E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

E. If Owner requests in writing that other special perils be included in the property insurance policies provided under paragraphs 5.06.A or 5.06.B of the General Conditions, Contractor shall, if possible, include such insurance, and the cost thereof will be charged to Owner by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, Contractor shall in writing advise Owner whether or not such other insurance has been procured by Contractor.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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 as trustee 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 utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing

within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *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. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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.

6.02 *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. Contractor will not permit ~~overtime work or~~ the performance of Work outside the regular working hours or on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties, 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.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "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 specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion 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, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, 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; and,

3) it has a proven record of performance and availability of responsive service.

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.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable

substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. 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:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) 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

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. 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 any right of Owner or Engineer to reject defective Work.

C. 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. 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 moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. 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.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier ~~who is listed as a loss payee~~ <u>whose interests are included</u> on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the

Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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..

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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 knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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

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

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

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

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

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

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

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

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

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

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 his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

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

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

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

6.10 *Taxes*

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

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the site.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws 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 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 by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work Contractor shall keep the Site and other 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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. 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, 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 owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. 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 6.13.A.2 or 6.13.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 (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 for protection of the Work 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 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *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.

6.15 *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.

6.16 *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.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

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 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. 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 6.17.D.

B. 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. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each 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 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 and approval of that 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 both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval 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 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

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.

6.18 *Continuing the Work*

A. 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, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 representation of 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 or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. 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 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 6.20.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 6.20.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.

6.21 *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 law.

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, Shop Drawings 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 6.21, 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 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

6.22 *Quality Control*

A. Contractor shall provide quality control, which shall include the initial and subsequent inspections of Contractor's Work to ensure that the Work conforms to the Contract Documents.

B. Contractor shall designate the person responsible for Contractor's quality control while Work is in progress, and shall notify Engineer, in writing, prior to any change in quality control representative assignment.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a

reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful actions or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *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.

8.12 *Compliance with Safety Program*

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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. 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.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with 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, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. 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 Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

F. Contractors, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against the Engineer, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by the Engineer.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than ~~30~~ 10 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within ~~60~~ 20 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within ~~30~~ 10 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within ~~30~~ 20 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said ~~30~~ 21 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality

of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, 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, 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 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 11.01.

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 5.06.D), 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 telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which 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 Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work 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 or when a Claim for an 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 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, 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.

11.02 *Allowances*

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

B. *Cash Allowances:*

1. Contractor agrees that:

a. 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

b. 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:*

1. 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.

11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 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; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor 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 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *Contractor's Fee:* 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

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 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the Engineer and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. 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.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is 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 described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests 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.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. ~~Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:~~ Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for Owner's and Engineer's acceptance of the Work at the site except:

1. ~~for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;~~ costs incurred in connection with tests or inspections pursuant to paragraph 13.04.B of the General Conditions shall be paid for as provided in said paragraph; and as otherwise specifically provided in the Contract Documents.

2. ~~that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.C; and~~.

~~3. as otherwise specifically provided in the Contract Documents.~~

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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. 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, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, 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.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. 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 removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's warranty, special warranty and guarantee, if any, on said Work.

13.07 *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 land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

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 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. 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) will be paid by Contractor.

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 13.07, 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 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be

entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 in accordance with Paragraph 13.06.A, 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, 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 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A 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.

14.02 *Progress Payments*

A. *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 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.

B. *Review of Applications:*

1. Engineer will, within 7 ~~10~~ days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, 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 Documents; 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 moneys 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 referred to in Paragraph 14.02.B.2. Engineer may also

refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. ~~Ten~~ Twenty-one days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. 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;

c. there are other items including, but not limited to, liquidated damages entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.

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 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. 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 tentative list.

14.05 *Partial Utilization*

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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which 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.

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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. 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 14.09. 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. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. 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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if, within 7 days of receipt of notice of intent to terminate, Contractor begins to correct its failure to perform and proceeds diligently to cure such failure and become in compliance with the contract requirements. Such cure must occur within no more than 30 days of said notice unless otherwise extended by the Engineer. ~~Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.~~

E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *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;

3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) 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 15.03.

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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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Section 3

Supplementary Conditions

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City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Supplementary Conditions

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract (ISPWC Division 100, 2017 edition). All provisions which 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.

SC-1.01.A.2. Add the following language at the end of Paragraph 1.01.A.2:

The Agreement may also be referred to as “Contract” within these Contract Documents.

SC-1.01.A.3. Add the following language at the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is included in the contract package.

SC-1.01.A.9. Add the following language at the end of Paragraph 1.01.A.9:

The Change Order form to be used on this Project is included in the contract package.

SC-1.01.A.19. Delete paragraph 1.01.A.19 in its entirety and insert the following in its place:

ENGINEER:

J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d’Alene, ID 83815
(208) 762-8787 Fax: (208) 762-9797

who is hereinafter called Engineer and who is 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 completion of the Work in accordance with the Contract Documents.

SC-1.01.A.44. Supplement Paragraph 1.01.A.44 as follows:

Substantial Completion is further defined as the site can be opened for public use of all the roadway lanes, sidewalks and paved paths without the use of temporary traffic control devices.

Items that must be complete include, but are not limited to: roadway reconstruction, construction of curb, gutter, paved paths, drainage facilities, and pavement markings.

SC-1.01.A.51. Add the following language at the end of Paragraph 1.01.A.51:

The Work Change Directive form to be used on this Project is included in the contract package.

SC-1.01.A.52. Add the following new paragraph immediately after paragraph 1.01.A.51:

52. *Request for Information* – A written request for information, requiring a written response, to Owner, Engineer, or Contractor, initiated by Owner, Engineer, or Contractor.

SC-2.02. Delete paragraph 2.02.A in its entirety and insert the following in its place:

Owner shall furnish to the Contractor electronic version of the bid documents in PDF format. The contractor is responsible for distribution of PDF's and hard copies to subcontractors.

SC-2.05.B. Add the following new paragraph immediately after Paragraph 2.05.A:

B. Within the timeframe noted in the Notice of Award, the Bidder to whom the award is made, shall execute and return the Agreement in the required number of copies, shall furnish the required Payment and Performance Bonds, the original plus one copy of completed WH-5 Public Works Contract Report, and shall provide certificates of insurance (and other evidence of insurance which the Owner, Engineer and any additional insured may reasonably request) with copies to each additional insured identified in the Supplementary Conditions which Contractor is required to purchase and maintain in accordance with Article 5 of the General Conditions.

SC-2.06. Amend the first sentence of Paragraph 2.06.A. to read as follows:

A. Within 20 days after the Effective Date of the Agreement, but before any Work at the site is started, a conference...

SC-3.01. Add the following new paragraphs immediately after Paragraph 3.01.C:

D. The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of a section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra work.

E. The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire

work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

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

C. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site: N/A

D. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site: N/A

E. Copies of reports and drawings itemized in SC-4.02.C and SC-4.02.D that are not included with Bidding Documents, if any, may be examined at the offices of J-U-B ENGINEERS, Inc. during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer and Engineer's Consultants in the preparation of the Drawings and Specifications.

SC-4.05.A. Add the following to the end of the paragraph:

At the discretion of the Owner, any stakes or benchmarks that are carelessly or willfully destroyed or disturbed by the Contractor will be replaced by the Owner and the cost charged to the Contractor.

SC-4.05.B. Add the following new paragraph immediately after Paragraph 4.05.A:

B. The Contractor shall provide construction survey.

SC-4.06. Delete Paragraphs 4.06.A and 4.06.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.

SC-5.04. Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 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 5.04.A.1. and 5.04.A.2 of the General Conditions:

   a. State: Statutory
   b. Applicable Federal (e.g., Longshoreman's): Statutory
   c. Employer's Liability: $1,000,000

2. Contractor's General Liability (under paragraphs 5.04.A.3. through 5.04.A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

   a. General Aggregate $2,000,000

   b. Products - Completed Operations Aggregate $1,000,000

   c. Personal and Advertising Injury $1,000,000

   d. Each Occurrence (Bodily Injury and Property Damage) $1,000,000

   e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

   f. Excess or Umbrella Liability

      ☑ General Aggregate $1,000,000
      ☐ Each Occurrence $_____

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

   a. Combined Single Limit of $1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

   a. Bodily Injury:

Each person	$1,000,000
Each Accident	$1,000,000

   b. Property Damage:

Each Accident	$1,000,000
Annual Aggregate	$1,000,000

5. The Owner shall be listed as an additional insured on the policy.

SC-5.06. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site. Consequently, delete Paragraph 5.06.A regarding OWNER-provided property insurance; retain Paragraph 5.06.A regarding CONTRACTOR-provided property insurance.

SC-5.10. Add the following new paragraphs immediately after Paragraph 5.10.A:

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

C. Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from his operations under the Contract. Contractor agrees that he alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by Owner or Engineer shall not operate to the contrary.

SC-6.02.B. Supplement Paragraph 6.02.B of the General Conditions as follows:

Contractor (and Subcontractors) regular working hours for noisy operations shall be limited to the local governing agency ordinance where the project is located. Other construction activities not generating significant noise including the warming up, repair, arrival, departure or running of trucks, earthmoving equipment, construction equipment and any other associated equipment shall be limited to the period between 6:00 a.m. and 4:00 p.m. weekdays only unless otherwise limited by ordinance or approved by the Owner.

SC-6.07. Delete Paragraphs 6.07.B and 6.07C in their entirety.

SC-6.10. Add the following new paragraph immediately after Paragraph 6.10.B:

C. In accordance with Section 54-1904A and 63-3624(f), Idaho Code, the Contractor shall report the Public Works Contract to the State Tax Commission. A Public Works Contract Report shall be submitted to the State Tax Commission. A copy of the Public Works Contract Report shall be provided to the Owner and Engineer by the Contractor.

SC-6.17. Amend all paragraphs of 6.17 by striking out "review and approval" and replacing with "review for general compliance."

SC-6.17.D. Add the following new paragraphs immediately after Paragraph 6.17.D.3:

4. Engineer's review of Shop Drawings and Samples, Standard Specifications and descriptive literature submitted by Contractor will be only for general conformance with design concept, except as otherwise provided, and shall not be construed as:

    a. permitting any departure from the Contract Requirements;

    b. relieving Contractor of the responsibility for any error in details dimensions or otherwise that may exist in such submittals;

    c. constituting a blanket approval of dimensions, quantities, or details of the material or equipment shown; or

    d. approving departures from additional details or instructions previously furnished by Engineer. Such check or review shall not relieve Contractor of the full responsibility of meeting all of the requirements of the Contract Documents."

SC-6.17. Add the following new paragraphs immediately after Paragraph 6.17.E:

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-8.02.A. Amend Paragraph 8.02.A by striking out the following words:

"…to whom Contractor makes no reasonable objection,…"

SC-9.03. Add the following new paragraphs immediately following Paragraph 9.03.A:

B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2. *Conferences and Meetings:* 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.

3. *Liaison*:

    a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the 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.

4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

5. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and approved Shop Drawings.

    b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. *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 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.

8. *Inspections, Tests, and System Startups:*

    a. Verify 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.

9. *Records:*

    a. 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.

    b. Maintain records for use in preparing Project documentation.

10. *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, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* 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.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications 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.

13. *Completion*:

    a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

    b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final 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, Suppliers, or Contractor's superintendent.

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 unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over 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.

8. Authorize Owner to occupy the Project in whole or in part.

SC-12.01 C.2.a. Add the following to the end of Paragraph 12.01.C.2.a. as follows:

said 15 percent shall include all taxes and any additional insurance and bond costs.

SC-12.01 C.2.b. Add the following to the end of Paragraph 12.01.C.2.b. of the General Conditions as follows:

said five percent shall include all taxes and any additional insurance and bond costs.

SC-13.03 B.1. Delete Paragraph 13.03 B.1 in its entirety.

SC-14.02.C.1. Amend the first sentence of Paragraph 14.02.C.1 to read as follows:

"Thirty days after presentation…"

SC-14.07.A.2.d. Delete Paragraph 14.07.A.2.d in its entirety.

SC-14.07.B.1. Add the following language at the end of Paragraph 14.07.B.1:

"Final payment shall not be made until the State Tax Commission issues and the Owner receives a tax release stating that all taxes have been paid."

SC-17.07 Add the following new paragraph after 17.06.

17.07 Certification Concerning Boycott Israel

A. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

END OF SECTION

Section 4

Technical Specifications

The work performed shall be done in accordance with the Idaho Standards for Public Works Construction (ISPWC), latest edition, hereinafter referred to as the Standard Specifications and in accordance with the following supplemental Technical Specifications, Special Provisions, and the approved Plans. Copies of the current edition of the ISPWC can be obtained from the Local Highway Technical Assistance Council at the following address:

Local Highway Technical Assistance Council
3330 Grace Street
Boise, ID 83703

In case of conflict between the Standard Specifications and Supplements thereto with the Special Provisions, the Supplements and Special Provisions shall take precedence over and be used in-lieu of such conflicting portions.

Where the Plans, Specifications, or Special Provisions describe the portions of work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the highest quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in the executing the contract.

ISPWC Standard Specifications are not attached; however, relevant sections may include, but are not limited to, the following:

202	Excavation and Embankment	1001	Construction Site Management
700	Concrete Reinforcement	1103	Construction Traffic Control
703	Cast-in-Place Concrete	1104	Permanent Pavement Markings
705	Concrete Pavement	1105	Permanent Traffic Signing
706	Other Concrete Construction	2010	Mobilization
802	Crushed Aggregates	2020	Survey Monuments
810	Plant Mix Pavement	2030	Utility Adjustments

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City of Post Falls
Kootenai County, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Supplemental Technical Specifications to the 2020 ISPWC

This section amends the Idaho Standard for Public Works Construction (ISPWC) 2020 Edition. This section also provides an inclusive list of measurement and payment descriptions specific to this project. If items of work are required in the project but not itemized herein, the cost for such work shall be incidental to the bid items listed.

Per City of Post Falls standards, throughout the ISPWC, change all ASTM D698 (AASHTO T-99) references to ASTM 1557 (AASHTO T-180).

DIVISION 200 - EARTHWORK

SECTION 202 – EXCAVATION AND EMBANKMENT

Add the following to Section 3.2.A:

5. Excavation includes neatly sawcutting where removal of existing material is required to construct new improvements, and as indicated on the project plans.

Add the following to Section 3.2.B:

13. Bituminous Pavement shall be removed to clean, straight lines by saw cut. All pavement joints shall be tacked with CSS-1 or approved.
14. Concrete Pavement shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of 1½ inches. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat, straight lines for the purpose of removing the damaged pavement areas. Such saw cuts shall be either parallel to the original saw cuts or shall be cut on an angle which departs from the original saw cut not more than 1 inch in each 6 inches.
15. Concrete curb, sidewalk, gutters, driveways, approaches, and other miscellaneous concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½ inches. Concrete sidewalk, approaches, and driveways to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 48 inches in either length or width. If the saw cut in sidewalk, approaches, or driveways would fall within 48 inches of a construction joint or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be saw cut to a depth of 1½ inches on a neat line at right angles to the curb face. All

joints shall be flush and compliant with ADA requirements if within a pedestrian or ADA pathway.

4.1 Use the following unit prices as designated on the Bid Schedule.

D. Excavation, By the lump sum includes all excavation, sawcutting, removal of asphalt and concrete, and swale grading required to achieve finished subgrade elevations, removal of obstructions, includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule. The following estimated quantity is provided as a convenience to the contractor during bidding and shall not be construed as a means to acquire a change order for differing quantities during construction: 94 CY of excavated material is anticipated. The contractor shall find a suitable disposal site adhering to City, State, and Federal law for excess material.

1. Bid Schedule Payment Reference: 202.4.1.D.1.

2. Bid Schedule Description: Excavation … Lump Sum (LS).

DIVISION 700 – CONCRETE

SECTION 705 – CONCRETE PAVEMENT

4.1 Use the following unit prices as designated on the Bid Schedule. Prices include forming, furnishing and installing or constructing joint devices and fillers, furnishing and installing reinforcing steel (unless otherwise specified) miscellaneous embedded items, furnishing, placing, finishing, and curing concrete. Does not include placing of crushed aggregate for base materials.

A. Cast-In-Place Concrete: By the square yard for the particular type specified and detailed.

1. Bid Schedule Payment Reference: 705.4.1.A.1

Bid Schedule Description: Median Island Concrete – Class 3000 ….. Square Yard (SY)

SECTION 706 – OTHER CONCRETE CONSTRUCTION

Add the following new Paragraph after 2.4.A:

B. Class 3,000 concrete shall be used for curb, island, and driveway concrete. Type III Portland Cement shall be used in concrete placed for all driveways, and curb unless otherwise approved by the Engineer.

4.1 Use the following unit prices as designated on the Bid Schedule. Prices include forming, furnishing and installing or constructing joint devices and fillers, furnishing and installing

reinforcing steel (unless otherwise specified) miscellaneous embedded items, furnishing, placing, finishing, and curing concrete. Does not include placing of crushed aggregate for base materials.

A. Concrete Curb: By the linear foot for the particular type specified and detailed, horizontal distance along face of curb. Include furnishing and placing backfill and topsoil behind curb, as necessary. Include transition, curb terminus section distance, and median bullnose curbing at the same bid cost for the typical curb items for pay distance. Includes distance through drainage curb cuts or catch basins in pay distance. Epoxy coat rebar/dowels used in extruded median curb.

1. Bid Schedule Payment Reference: 706.4.1.A.2

   Bid Schedule Description: Standard Straight Curb ….. Linear Foot (LF)

2. Bid Schedule Payment Reference: 706.4.1.A.4

   Bid Schedule Description: Full-Depth Median Curb ….. Linear Foot (LF)

3. Bid Schedule Payment Reference: 706.4.1.A.6

   Bid Schedule Description: Extruded Median Curb ….. Linear Foot (LF)

F. Concrete Driveway Approach: By the square yard for the type specified. The area quantified includes flared concrete sides and approach. Does not include curb.

1. Bid Schedule Payment Reference: 706.4.1.F.1
2. Bid Schedule Description: Concrete Driveway Approach ….. Square yard (SY)

DIVISION 800 – AGGREGATES AND ASPHALT

SECTION 802 – CRUSHED AGGREGATES

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

B. Crushed Aggregate for Base Type I: By the Ton. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Crushed aggregate includes aggregate used for base rock where not previously quantified. If required and not listed in the Bid Schedule, base materials, backfill and compaction are to be considered incidental to the following Bid Item:

1. Bid Schedule Payment Reference: 802.4.1.B.1

2. Schedule Description: Crushed Aggregate for Base Type I …. Ton (TON)

SECTION 810 – PLANT MIX PAVEMENT

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

A. Plant Mix Pavement: By the Ton. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Pavement shall conform to the design designations stated in the General Notes of the project plans. Tack coat is considered incidental to this item.

1. Bid Schedule Payment Reference: 810.4.1.A.1

2. Schedule Description: Plant Mix Pavement…. Ton (TON)

DIVISION 1000 – CONSTRUCTION STORMWATER BEST MANAGEMENT PRACTICES

SECTION 1001 – CONSTRUCTION SITE MANAGEMENT

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

A.Sediment Control: Lump Sum. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Replace disturbed grasses with sod as required by Engineer per most recent version of the Idaho Catalog of Storm Water Best Management Practices. Additional activities including ditch maintenance, swale/curb interface backfill, and removing sign foundations are included in this item. Turf grass seed/sod will be a blue grass mix with at least 3 varieties, no noxious weeds, 95% pure, and 85% germination. Sod must be in good condition.

1. Bid Schedule Payment Reference: 1001.4.1.A.1
2. Schedule Description: Sediment Control …. Lump Sum (LS)

SECTION 1103 – CONSTRUCTION TRAFFIC CONTROL

Replace Paragraph 3.1.J with the following:

J. Employ properly trained, equipped, attired, and certified flaggers if traffic is constricted or re-routed through the construction zone and when a single lane is being used for bidirectional traffic. The flaggers shall continuously monitor the installation and maintenance of all traffic control devices under the supervision of the Construction Manager. The minimum qualifications of a Traffic Control Maintainer are Traffic Control Supervision (TCS) certification by the Evergreen Safety Council, ATSSA or ITD approved institutions and five (5) years of experience in traffic control in work zones. All flaggers must have a current ITD approved flagging certification.

Add the following new paragraphs after Paragraph 3.1.K:

L. The Contractor shall satisfy the Engineer and the City that all required traffic control materials and devices and temporary signs are at their immediate disposal prior to the Owner issuing the Notice to Proceed.

M. The Contractor must notify the City of Post Falls Engineering Division with the time and dates of street closures at least 48 hours in advance of such closures. The City sends notices to all emergency services, schools, etc.

N. Detours within the limits of the project such as side street crossings, temporary bridges over freshly placed concrete, utilization of one or more lanes of the construction area for maintenance of traffic, and such related facilities for the maintenance of traffic shall be the responsibility of the Contractor. Costs for these items shall be considered incidental to the items in the Bid Schedule.

O. Access shall be provided to adjacent properties at all times, except when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing of curbing, approaches, and sidewalk, and trench excavations which prohibit safe vehicular traffic. Restriction of access to adjacent properties must have prior approval of the Engineer and the City. Written notice must be given by the Contractor as approved by the owner to the affected properties at least 48 hours prior to such restriction. Notification must include dates, times, detour routes, and all other pertinent information on the restriction.

P. Reasonable access shall be provided at all times to emergency services. The Contractor shall give 48 hours notice to all emergency services when access to the project.

Q. Where parking is a hazard to through traffic or to the construction work, it shall be restricted entirely or, at a minimum, during the time when it creates a hazard. The Contractor shall be responsible for obtaining and placing “No Parking” signs in accordance with City code and shall maintain the signs for as long as they are in operation. In the event that parked vehicles hinder construction, the Contractor is responsible for notifying the owner prior to removal, when the owner can be determined.

R. The Contractor shall designate a contact person responsible for maintenance of the traffic control devices on the project. The contact person must be available by phone during non-working hours including nights, weekends, holidays, etc. The Contractor will be responsible for making such repairs as may be needed to maintain traffic accessibility and traffic control.

S. Do not commence daily construction activities, or continue construction activities, if traffic control has not been placed or maintained in accordance with the approved traffic control plan.

T. The Contractor is expected to coordinate local access throughout the project duration, including coordinating work with adjacent construction projects, as applicable.

U. Closures of the Walmart parking lot will not be allowed. Stage driveway construction to allow ingress at all times and directional signage directing traffic to Cecil Road for egress. Closure of egress for the driveway on Mullan will only be allowed for three (3) consecutive days.

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

A. Construction Traffic Control: Lump Sum. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 1103.4.1.A.1

2. Schedule Description: Construction Traffic Control… Lump Sum (LS)

SECTION 1104 – PERMANENT PAVEMENT MARKINGS

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

A. Waterborne Pavement Markings: Square Foot. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Includes all linear pavement markings (unless otherwise specified as thermoplastic), and paint on splitter island bull nose and curb ends. Removal of markings is considered incidental to this bid item per project plans and Post Falls Standard Drawing 2019 – Pavement Markings.

1. Bid Schedule Payment Reference: 1104.4.1.A.1

2. Schedule Description: Waterborne Pavement Markings… Square Foot (SF)

B. Thermoplastic Pavement Markings: Square Foot. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Includes all traffic arrows, STOP and ONLY lettering, the stop bar, the two-way left turn lane end bar, and as indicated on the project plans. Removal of markings is considered incidental to this bid item per project plans and Post Falls Standard Drawing 2019 – Pavement Markings.

1. Bid Schedule Payment Reference: 1104.4.1.B.1

2. Schedule Description: Thermoplastic Pavement Markings… Square Foot (SF)

SECTION 1105 – PERMANENT TRAFFIC SIGNING

Add the Following to section 1105.4.1:

E. Permanent Signing: By lump sum. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Includes foundation, post, post installation, sign face, brackets and brace angles, adjustment of existing signs, and removal of existing signs, posts, and foundations as necessary. Signs designated as removals shall be salvaged and provided to the City maintenance yard. Backfill any voids from post/foundation removal and refer to Section 1001 to restore area to adjacent surface condition, including topsoil, seeding, and watering.

1. Bid Schedule Payment Reference: 1105.4.1.E.1
2. Schedule Description: Permanent Signing… Lump Sum (LS)

DIVISION 2000 - MISCELLANEOUS

SECTION 2010 – MOBILIZATION

4.1 Use the following lump sum Bid Item as indicated in the Bid Schedule. Includes all labor, material, and equipment required to perform the work as specified, unless separated into specific bid items in the Bid Schedule. All mobilization costs for subcontractors is considered incidental to this bid item. If not listed in the Bid Schedule, mobilization is incidental to other Bid Items.

A. Mobilization, Demobilization, Bonding, and Insurance: Allowable amounts for partial payment of mobilization are as follows: 1) a maximum of 60% of the contract unit price or six percent of the total contract amount, whichever is less, may be paid on the first monthly progress estimate. 2) 30 percent of the contract unit price or four percent of the total contract amount, whichever is less, will be paid on the second monthly progress estimate providing that productive work on the project has been initiated. 3) Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the contract unit price or remaining amount will be paid.

1. Bid Schedule Payment Reference: 2010.4.1.A.1
2. Bid Schedule Description: Mobilization, Demobilization, Bonding and Insurance…Lump Sum (LS)

SECTION 2020 – SURVEY MONUMENTS

4.1 Use the following unit price as designated in the Bid Schedule. Includes all labor, materials, and equipment required to perform the work as specified, unless separated into specific bid items in the Bid Schedule. Item includes contractor survey for monument box location and Owner-provided survey for monument setting.

A. Survey Monument. Per each consistent with plan details.

1. Bid Schedule Payment Reference: 2020.4.1.A.1

2. Bid Schedule Description: Survey Monument.....each (EA)

SECTION 2030 – UTILITY ADJUSTMENTS

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

A. Manhole, Adjust to Grade: Each. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 2030.4.1.A.1

2. Schedule Description: Manhole, Adjust to Grade… Each (EA)

C. Valve Box, Adjust to Grade: Each. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 2030.4.1.C.1

2. Schedule Description: Valve Box, Adjust to Grade… Each (EA)

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SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Owner-provided products

B. Contractor Use of Site and Premises

C. Project Summary

D. Special Project Conditions

E. Modifications to the City of Post Falls Standard Construction Specifications and Drawings

F. Submittals

G. Work Restrictions

H. Work Sequence

1.2 OWNER-PROVIDED PRODUCTS

A. None

1.3 CONTRACTOR USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:

1. Access by property owners.

2. Work by others and work by Owner.

3. Maintain work schedule to allow local through traffic on Mullan Avenue at all times and keep local traffic at business driveway open at all times unless approved by Owner.

B. Construction operations are limited to public rights-of-way, public permanent easements, and limited private property south of the private driveway access. Access rights to the property south of the public permanent easements to complete pavement marking updates will be acquired prior to the contractor mobilizing. Equipment, materials storage & staging by contactor shall not interfere with emergency vehicle access.

C. Time Restrictions for Performing Work. The work shall be complete in accordance with the time schedules set forth in the Instructions to Bidders and the Contract Documents.

Utility Outages and Shutdown: Utility shutdown is not anticipated for this project. Contractor shall not commence without approval by the Owner.

1.4 PROJECT SUMMARY

A. The work includes, but is not limited to, construction of concrete median curbs and islands, pavement patching, concrete driveway reconstruction and driveway curb and island construction, drainage improvements, signing, striping, and delineator updates.

1.5 SPECIAL PROJECT CONDITIONS

A. Construction Standards – All work shall be completed in according to the project drawings and specifications. The project Specifications supplement the City of Post Falls Standard Construction Specifications and Drawings. In case of conflict, the most stringent requirement applies. Idaho Standard Public Works Construction (ISPWC) Specifications and Details also apply where specifications or details are not provided in the project drawings and specifications or the City of Post Falls Standards.

B. Permits and Fees – Contractor is responsible to coordinate, prepare and obtain all permits required to complete the work.

1.6 MODIFICATIONS TO THE CITY OF POST FALLS STANDARD CONSTRUCTION SPECIFICATIONS AND DRAWINGS

A. As modified on the specifications and standards

1.7 SUBMITTALS

A. Submit under provisions of SP-01300.

1.8 WORK RESTRICTIONS

A. Utilities shall be completed, tested, and approved prior to placing aggregates, paving, or placing concrete.

B. All work shall conform to the “Idaho standards for public works construction” (ISPWC), IDAPA, these plans and contract documents and any other specifications listed below.

C. Comply with all applicable Idaho Department of Environmental Quality requirements for water and wastewater handling.

D. The Contractor shall comply with the Idaho Department of Environmental Quality (IDEQ) General Permit for Stormwater Discharge associated with construction activities (otherwise known as the Construction General Permit or CGP). The work associated with this project is less than an acre in size and will not impact the surface waters of the

United States. A Notice of Intent (NOI) is not required with this project. Information regarding the CGP may be found online at https://www.dew.idaho.gov/water-quality/wastewater/storm-water/. The CGP does not relieve the Contractor from compliance with other regulations or requirements regarding stormwater pollution prevention including, but not limited to, protection of surface waters, prevention of soil runoff into drains, dust control, prevention of tracking soils to adjacent streets, fuel containment, or spill control. Contractor is to pay any fines assessed by the IDEQ as a result of construction activities. If fines are assessed to the City of Post Falls as a result of CGP violations, the fees will be deducted from the progress payment retainage withheld on the project.

E. During construction, it is expected that minor impacts to traffic may be necessary. Perform work to minimize impacts to traffic.

F. All operations conducted on the premises shall be restricted by ordinance and no more than the hours defined in Section 3 - Supplementary General Conditions, unless otherwise approved by the City. This includes the warming up, repair, arrival, departure or running of trucks, earthmoving equipment, construction equipment or any other associated equipment.

G. Contractor shall coordinate with state and local inspection agencies as required for inspection and approval of the work (e.g., plumbing, mechanical, electrical, building, etc.).

H. All safety standards and requirements shall be the responsibility of the contractor and complied with as set forth by OSHA.

1.9 WORK SEQUENCE

A. The contractor shall stage driveways to allow vehicular ingress/egress at all times for businesses unless approved by the Owner.

B. Contractor shall be solely responsible for sequencing all construction activities to meet the requirements of the Contract Documents. Refer to Section 01014 “Work Sequence” for additional requirements.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01014
WORK SEQUENCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Owner Occupancy

B. Applicable Standards

C. Submittals

D. General Work Sequence

1.2 OWNER OCCUPANCY

A. Cooperate with Owner to minimize conflict, facilitate Owner's operations, and schedule the Work to accommodate this requirement.

1.3 APPLICABLE STANDARDS

A. City of Post Falls Standard Construction Specifications and Details.

B. The Idaho Standards for Public Works Construction (ISPWC) will apply to this project except as modified by these technical specifications.

C. Comply with all applicable Idaho Department of Environmental Quality requirements for water and wastewater handling.

1.4 SUBMITTALS

A. Submit under Specification Section 01300.

1.5 GENERAL WORK SEQUENCE

A. Closure of public rights of way or private access over the weekend (Saturday–Sunday) is not allowed, unless specifically authorized by the Owner.

B. Americans with Disabilities Act (ADA) – accessible pedestrian access along Mullan Avenue sidewalks and to businesses and residences must be maintained at all times.

C. Propose and/or provide alternate routes or means of entry as required for impacted residences and businesses.

1. Reference Post Falls Standard Construction Specifications for minimum requirements for special signs describing access to local businesses.

D. All trenches shall be backfilled to neat line and compacted daily. Open trenches shall not be left overnight without Engineer's approval.

E. Contractor shall maintain sanitary service to all properties at all times.

F. Contractor shall maintain domestic water service to all properties at all times

G. Contractor shall re-grade vehicle travel areas affected by construction to a condition suitable to allow passage of a two-wheel-drive passenger vehicle prior to opening for travel.

H. Prior to starting any work on private property, if applicable, Contractor shall photograph existing surface features and conditions that could be impacted by Contractor's activities and shall submit two (2) copies of a photo docket of each property to the Engineer. The photo dockets shall be clearly organized and annotated as necessary to document the existing condition of surface features. The photo dockets shall be used to evaluate the completeness of restoration and repair work required for project completion.

I. Contractor's Attention is directed to Section 2.03 Commencement of Contract Times; Notice to Proceed of the General Conditions.

J. Construct work in an orderly and timely manner and minimize vehicular and pedestrian traffic disruption. Accommodate traffic and access requirements during the construction period. Coordinate construction schedule and operations with Engineer and Owner.

K. Construct all system improvements in such a manner as to keep both water and sewer systems operational.

L. The work shall be carried on at such places on the project and also in such an order of precedence as may be found necessary by the Engineer to expedite the completion of the project. After work has begun on any portion or designated part of the project, it shall be carried forward to its final completion unless otherwise approved by the Engineer. All work shall conform to the provisions of the approved Contractor's schedule.

M. Coordinate with utility companies for timely completion of required services.

N. Access rights to affected private properties in order to complete pavement marking construction must be acquired prior to the contractor mobilizing.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 WORK SEQUENCE

A. The Contractor shall submit a detailed work sequence plan prior to the preconstruction meeting for consideration and approval of the Owner and Engineer to maintain operation of traffic along Mullan Avenue and through the commercial driveway as possible during the project duration. The plan shall take into consideration as a minimum: dust control, traffic control, pedestrian control including access for disabled individuals, leaving areas unrestored more than 12 hours with no construction operations, accesses to and from commercial and residential property and multiple work tasks.

END OF SECTION

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SECTION 01019
CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Application for Payment

B. Bidding and Construction Considerations

C. Change Procedures

D. Measurement and Payment – Unit Prices

E. Testing

1.2 RELATED SECTIONS

A. Division 100 – General Conditions

B. Section 01025 – Measurement and Payment

C. Section 01010 – Summary of Work

D. Section 01300 – Submittals

E. Section 01600 – Materials and Equipment

F. Section 01700 – Contract Close-out

1.3 APPLICATION FOR PAYMENT

A. Submit three copies of each application on EJCDC C-620, Contractors Standard Form, or electronic media printout from the approved schedule of values.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment. For each item on the bid schedule, provide a column for listing: Item Number, Description of Work, Unit Price, Quantity, Amount, Previous Applications, Work in Place under this Application, Authorized Change Orders, Total Completed to Date of Application, Percentage of Completion, Balance to Finish, and Retainage.

C. Revise schedule to list approved Change Orders with each Application for Payment.

D. Payment Period: Payment period shall be established by Owner in conformance with the Agreement and the General Conditions.

E. Waiver of Liens: The Contractor shall provide a Waiver of Lien to the Owner as part of the Application for Payment.

F. Prepare Application for Final Payment as specified in Section 01700.

G. When Engineer requires substantiating information, submit data justifying dollar amounts in question.

1.4 BIDDING AND CONSTRUCTION CONSIDERATIONS

A. The Contractor may encounter existing structures which are not properly shown on the plans and affect the progress of construction. The Contractor shall notify the Engineer before continuing with construction, to allow field revisions needed to avoid the conflict, to be completed.

B. Failure to notify the Engineer of conflicts and proceeding without direction from the Engineer is done at the Contractor's own risk.

C. Field Relocation: Relocation in construction shall be made only at the direction of the Engineer. Unforeseen obstructions encountered as a result of these relocations will not be subject to claims for additional compensation by the Contractor to any greater extent than would have been the case had the obstruction been encountered along or in the original location.

D. Access to and from all residences shall be provided.

E. Street construction shall be scheduled such that there is continuous access for fire, police protection, and other emergency service providers.

F. In the event of roadway closures, the Contractor shall coordinate all fire protection and vehicular traffic control measures with emergency service providers (fire and police). The Contractor shall inform these agencies of current construction schedules at least weekly and cooperate with them to insure they can provide adequate service. The Engineer shall be kept apprised of all conversations with these agencies; copy all correspondence to Engineer for informational purposes.

G. The Contractor shall furnish, erect and maintain approved fences, barricades, lights, signs and other control devices for both vehicular and pedestrian traffic necessary to prevent accidents and avoid damage and injury to the public. Traffic control devices shall be placed and maintained in accordance with the latest edition of the MUTCD.

H. Maintenance of barricades, barriers, flares, signals, etc. is the responsibility of the Contractor. Failure by the Engineer or public officers to notify the Contractor to maintain safety devices shall not relieve the Contractor from his responsibility.

I. Hours of Operation: All operations conducted on the premises shall be restricted by ordinance and no more than the hours listed in the Summary of Work. This includes the warming up, repair, arrival, departure or running of trucks, earthmoving equipment,

construction equipment or any other associated equipment. Work during times other than these requires payment of observation and construction management time.

J. Contractors Superintendent shall be on the site at all times work crews are present.

1.5 CHANGE PROCEDURES

A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by EJCDC Article 9.04 by issuing supplemental instructions on EJCDC Form C-942 Field Order.

B. Contractor will submit the name of the individual authorized to receive change documents and be responsible for informing others in contractors employ or subcontractors of changes to the work.

C. The Engineer may issue a Notice of Change, which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within ten (10) days.

D. The Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01600.

E. Stipulated Sum/Price Change Order: Based on Contractor's request for a Change Order as approved by the Engineer.

F. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Work Directive Change. Changes in Contract Price or Contract Time will be computed as specified for Time and Material Change Order.

G. Work Directive Change: Engineer may issue a directive on EJCDC C-940 Work Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate a method of determining any change in Contract Price or Contract Time. The Contractor shall promptly execute the change.

H. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Engineer will recommend to the Owner the change allowable in Contract Price and Contract Time as provided in the Contract Documents.

I. All change orders and work directive changes must be approved by the Owner and Engineer prior to commencing the change. Maintain detailed records of work done on Time

and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

J. Change Order Forms: EJCDC C-941.

K. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

L. Promptly revise progress schedules to reflect any changes in contract time, revise sub-schedules to adjust time for other items of work affected by the change and resubmit.

M. Revise project record documents per the changes.

N. Revise Schedule of Values and Application for Payment forms to record each authorized Change Order and adjust contract price.

1.6 MEASUREMENT AND PAYMENT – UNIT PRICES

A. Authority: Measurement methods are delineated in the individual specification sections.

B. Contractor shall take all measurements and compute quantities. The Engineer will verify measurements and quantities.

C. Unit Quantities: Quantities and measurements indicated in the Bid Schedule are for contract purposes only unless stated otherwise in specific specification sections. Quantities and measurements supplied or placed in the Work shall determine payment.

D. Payment Includes but is not limited to: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and the erection, application or installation of an item of the Work; overhead and profit, required to complete that work.

E. Unless the work to be done is specifically called out to be measured and paid for in the Unit Price Schedule, payment for such work shall be included in other applicable items, and there be no separate measurement and payment for the work.

1.7 TESTING

A. Contractor will be responsible for obtaining the services of an approved third-party compaction, asphalt testing firm. Firm selection will be subject to Engineers approval.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Schedule of Values

C. Schedule of Estimated Progress Payments

D. General Description of Measurement and Payment

E. Application for Payment

F. Nonpayment for Rejected or Unused Goods

G. Partial Payment for Stored Materials and Equipment

1.2 SUBMITTALS

A. Informational Submittals:

1. Schedule of Estimated Progress Payments:

a. Submit with initially acceptable Schedule of Values for Lump Sum Projects.

b. Submit adjustments thereto with Application for Payment.

2. Application for Payment.

3. Final Application for Payment.

1.3 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.

B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.5 GENERAL DESCRIPTION OF MEASUREMENT AND PAYMENT

A. Measurement and Payment for the bid items listed in the Bid Form - Unit Price Schedule shall be on the basis of the description in the Contract Documents. Unless the work to be done is specifically called out to be measured and paid for in the Bid Form - Unit Price Schedule, payment for such work shall be included in other applicable items, and there shall be no separate measurement and payment for the work.

B. Items listed in the Bid Form - Unit Price Schedule as lump sum (LS) shall include all work for the complete installation as generally described in the Contract Documents.

C. Payment shall be made at the contract unit bid price listed in the Bid Form - Unit Price Schedule. The price listed therein shall be payment in full for all labor, tools, equipment, materials, etc., which are required to construct the respective bid items according to the Contract Documents including all work and materials incidental thereto.

D. Partial payment for unit bid items and lump sum bid items only partially completed at the end of monthly pay periods shall be made based upon the percentage of work completed and according to the Schedule of Values.

1.6 APPLICATION FOR PAYMENT

A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.

B. Use detailed Application for Payment Form in the bid documents. The Engineer can provide the form as a spreadsheet.

C. Provide separate form for each schedule as applicable.

D. Include accepted Schedule of Values for each schedule or portion of work, the unit price breakdown for the work to be paid on unit price basis, if applicable, and allowances, as appropriate.

E. Preparation:

1. List each Change Order executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form for each schedule as applicable.

2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be required by Engineer.

F. Progress payments will be made monthly.

G. The date for Contractor's submission of monthly Application for Payment shall be established at the Preconstruction Conference.

1.7 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for the following:

1. Loading, hauling, and disposing of rejected material.

2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.

3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.

4. Material not unloaded from transporting vehicle.

5. Defective work not accepted by Owner.

6. Material remaining on hand after completion of Work.

7. Products placed beyond lines and levels of required Work.

1.8 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored on site unless submittals and/or Shop Drawings are approved by Engineer and the items are properly stored, secured, and maintained in accordance with manufacturer's requirements.

B. No payment shall be made for materials or equipment not delivered to the site.

C. Final Payment: Final payment will be made for products only incorporated in work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01039
COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination

B. Field engineering

C. Preconstruction conference

D. Progress meetings

E. Utility Coordination

F. Cutting and Patching

1.2 COORDINATION

A. Coordinate scheduling, submittals, and Work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

B. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.

C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having independent responsibilities for installing, connecting to, and placing in service, such equipment.

1.3 FIELD ENGINEERING

A. Contractor will provide survey for the project.

B. The Contractor will locate and protect survey control and reference points and generate other points as necessary for completing the work. Contractor shall verify control provided and notify Engineer of any discrepancy or error. Replacement of survey control and reference points will be at the contractor's expense.

C. Control datum for survey is that established by Contractor provided survey.

D. Provide the Contractor a minimum of 48-hours advance notice for staking requests. Additional mobilizations for staking shall be at Contractor's expense.

E. Monument replacement must be performed by a Licensed Land Surveyor in the State of Idaho. The Land Surveyor must publish a record of survey to the County Assessor after completion of the project.

1.4 PRECONSTRUCTION CONFERENCE

A. Engineer will schedule a preconstruction conference after Notice of Award.

B. Attendance Optional: Owner or his representative, Engineer, resident project representatives, and Contractor.

C. Agenda:

1. Submission of executed bonds and insurance certificates.

2. Distribution of Contract Documents.

3. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.

4. Designation of personnel representing the parties in Contract, and the Engineer.

5. Procedures and processing of field decisions, submittals, applications for payments, proposal request, Change Orders, and Contract closeout procedures.

6. Scheduling. Contractor shall submit a schedule for the entire scope of work, including subcontractor work. The schedule must be approved by the Engineer prior to commencement of work. Update schedule monthly with each Application for Payment to the Engineer. Construction shall not proceed without a project schedule.

7. Surveying, layout and scheduling.

1.5 PROGRESS MEETINGS

A. The Engineer will schedule and administer meetings as needed by Owner, Contractor, and Agencies throughout progress of the Work, expected to occur every two weeks.

B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, and Agencies, as appropriate to agenda topics for each meeting.

C. Agenda:

1. Review minutes of previous meetings.

2. Review of Work progress.

3. Field observations, problems, and decisions.

4. Identification of problems which impede planned progress.

5. Review of submittals schedule and status of submittals.

6. Review of off-site fabrication and delivery schedules.

7. Maintenance of progress schedule.

8. Corrective measures to regain projected schedules.

9. Planned progress during succeeding work period.

10. Coordination of projected progress.

11. Maintenance of quality and work standards.

12. Effect of proposed changes on progress schedule and coordination.

13. Other business relating to Work.

1.7 UTILITY COORDINATION

A. Coordinate all construction activities with affected utilities, including, but not limited to

1. Ross Point Water District

2. Zayo Group

3. Frontier Communications / Ziply Fiber

4. Level 3 Communications

5. City Of Post Falls

6. Avista Utilities Service

7. Post Falls Waste Water Dept

B. Coordinate traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), Contract Documents, and the City of Post Falls Engineering Department.

1.8 ALTERATION PROJECT PROCEDURES

A. Materials: Shall be as specified; match existing products and work for patching and extending work.

B. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.

C. Where new work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent work in texture and appearance. Notify Engineer of any drainage problems which may occur prior to finishing this work.

D. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Engineer.

E. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections as a result of this project.

F. Finish surfaces as specified in specifications.

1.9 CUTTING AND PATCHING

A. Employ skilled and experienced personnel to perform cutting and patching.

B. Execute work by methods which will avoid damage to other Work and provide proper surfaces to receive patching and finishing.

C. Restore Work with new products in accordance with requirements of Contract Documents.

D. Identify any hazardous substance or condition exposed during the Work to the Engineer for decision or remedy.

E. Provide all shoring, bracing support and/or other means of protection necessary to maintain structural integrity of the work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01080
GENERAL REQUIREMENTS DEFINITIONS & STANDARDS

PART 1 GENERAL

1.1 DESCRIPTION

A. Throughout the Contract Documents, reference is made to Codes and Standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.

B. Where materials or workmanship are required by these Contract Documents to meet or exceed a specific local Code or Standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specific local Code or Standard.

C. It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Owner's Representative, to deliver to the Owner's Representative all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specific local Code or Standard. Such proof shall be in the form requested in writing by the Owner's Representative, and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Owner's Representative.

D. Related Work Described Elsewhere: Specific naming of Codes or Standards occurs on the Drawings and in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards: In procuring all items used in this Work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named Codes and Standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.

B. Rejection of Non-Complying Items: The Owner's Representative reserves the right to reject items incorporated into the Work that fail to meet the specified minimum requirements. The Owner's Representative further reserves the right, and without prejudice to other recourse the Owner's Representative may take, to accept non-complying items subject to an adjustment in the Contract amount as approved by the Owner's Representative and the Owner.

C. Applicable standards that may be listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

1. AASHTO = American Association of State Highway and Transportation Officials, 341 National Press Building, Washington D.C. 20004

2. ACI = American Concrete Institute, Box 19150, Redford Station, Detroit, Michigan 48219

3. AISC = American Institute of Steel Construction, Inc., 1221 Avenue of the Americas, New York, New York 10020

4. ANSI = American National Standards Institute (successor to USASI and *ASA)* 1430 Broadway, New York, New York 10018

5. ASTM = American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania 19103

6. AWS = American Welding Society, Inc., 2501 N.W. 7th Street, Miami, Florida 33125

7. AWWA = American Water Works Association, Inc., 6666 West Quincy Avenue, Denver, Colorado 80235

8. CRSI = Concrete Reinforcing Steel Institute, 228 North LaSalle Street, Chicago, Illinois 60610

9. CS = Commercial Standard of NBS, U.S. Department of Commerce, Government Printing Office, Washington D.C. 20402

10. FGMA = Flat Glass Marketing Association, 3310 Harrison, Topeka, Kansas 66611

11. NAAMM = The National Association of Architectural Metal Manufacturers, 1033 South Boulevard, Oak Park, Illinois 60302

12. NEC = National Electrical Code (see NFPA)

13. NEMA = National Electrical Manufacturers Association, 155 East 44th Street, New York, New York 10017

14. NFPA = National Fire Protection Association, 470 Atlantic Avenue, Boston, Massachusetts 02210

15. SDI = Steel Deck Institute, 235 Addison Avenue, Elmhurst, Illinois 60125

16. SSPC = Steel Structures Painting Council, 4400 5th Avenue, Pittsburgh, Pennsylvania 15213

17. TCA = Tile Council of American, Inc., P.O. Box 326, Princeton, New Jersey 08540

18. UL = Underwriters' Laboratories, Inc., 207 East Ohio Street, Chicago, Illinois 60611

19. Fed Specs = Specifications Sales (3Fri), Bldg. 197 and Fed Washington Navy Yard, General Services Standards Administration, Washington D.C. 20407

20. MIL-SPECS = Military Specifications, Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402

21. UBC = Uniform Building Code, International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601

22. ITD or ITDSSHC = Idaho Transportation Department Standard Specifications for Highway Construction and Standard Drawings, Latest Edition(s)

23. WAQTC = Western Alliance for Quality Transportation Construction

24. ISPWC = Idaho Standards for Public Works Construction, Latest Edition (if not specified)

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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TRANSMITTAL OF CONTRACTOR'S SUBMITTAL
(Attach to Each Submittal)

Date:_____

TO: J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d'Alene, Idaho 83815

Submittal No.:_____--_____
(Specification Section No.) - (Sequential No.)

☐ New Submittal ☐ Resubmittal
Previous Submittal No(s).:_____
Project:_____

Project No.:_____

FROM: _____
(Contractor)

(Cover only one section with each transmittal)

SUBMITTAL TYPE:

☐ Shop Drawings ☐ Administrative ☐ Sample
☐ Quality Control ☐ Contract Closeout ☐ Or-Equal/Substitute

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

CONTRACTOR hereby certifies that (i) CONTRACTOR has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By:_____
CONTRACTOR (Authorized Signature)

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SECTION 01300
SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures

B. Construction progress schedules

C. Proposed products list

D. Shop Drawings

E. Product data

F. Samples

G. Manufacturers' instructions

H. Manufacturers' certificates

1.2 RELATED SECTIONS

A. Section 01400 – Quality Assurance and Quality Control

B. Section 01700 – Contract Closeout

1.3 SUBMITTAL PROCEDURES

A. Transmit each submittal with Owner’s Representative accepted form.

B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.

C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

E. Schedule submittals to expedite the Project and deliver to Owners Representative at business address. Coordinate submission of related items.

F. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.

G. Provide space for Contractor and Owners Representative review stamps.

H. Revise and resubmit submittals as required, identify all changes made since previous submittal.

I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate at the Preconstruction Conference for Owners Representative review.

B. Revise and resubmit as required.

C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities such as milestones. Indicate the early and late start, early and late finish, float dates, and duration.

E. Indicate estimated percentage of completion for each item of Work at each submission.

F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

1.5 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

1.6 SHOP DRAWINGS

A. All shop drawings shall be accompanied by a written statement noting all deviations from the governing technical specifications and/or drawing and shall be referenced to the appropriate paragraph of the section or page of the drawing. If there are no deviations, the statement shall be noted as such. Any submittal not accompanied by such a statement will be returned for resubmittal.

B. After review distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 - Contract Close-out.

1.7 PRODUCT DATA

A. Submit the number of copies, which the Contractor requires, plus two copies, which will be retained by the Owners Representative.

B. Mark each copy to identify applicable materials, products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

D. Arrangements for taking samples to be tested at Contractor's expense shall be coordinated by the Contractor and approved by the Owner's Representative.

1.6 SAMPLES

A. Include identification on each sample, with full project information.

B. Submit the number or samples specified in individual specification Sections; one of which will be retained by Owner's Representative.

C. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.7 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.8 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification Sections, submit manufacturers' certificate to Owner's Representative for review, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product but must be acceptable to Owner's Representative.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01400
QUALITY ASSURANCE AND QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality Control

B. Quality Assurance

C. References

D. Field Samples

E. Construction Observation

F. Manufacturers' Field Services and Reports

G. Tolerances

1.2 RELATED SECTIONS

A. Section 01300 – Submittals

B. Section 01600 – Materials and Equipment

1.3 QUALITY CONTROL

A. The Contractor shall coordinate and provide quality control, which shall include the necessary proctor(s) combined with compaction testing performed by an independent testing firm to perform the following, at a minimum:

1. Samples, proctors, testing reports.

2. Establish the compaction processes required to meet the requirements of the Contract Documents.

3. Perform all compaction testing as outlined in the contract documents.

B. The Contractor shall provide quality control, which shall include the initial and subsequent inspections of Contractor’s Work to ensure that the Work conforms to the Contract Documents.

C. Contractor shall designate the person responsible for Contractor's quality control while Work is in progress, and shall notify Engineer, in writing, prior to any change in quality control representative assignment.

D. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.

E. Comply fully with manufacturers' instructions, including each step in sequence.

F. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

G. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

H. Perform work by persons qualified to produce workmanship of specified quality.

I. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

J. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

1.4 QUALITY ASSURANCE

A. The Owner or the Owner's Representative will perform Quality Assurance as deemed necessary by the Owner or the Owner's Representative. Quality Assurance may include the observation and testing of Contractor's work. Testing will occur after Contractor's Quality Control Measures as deemed necessary by the owner. Quality Assurance may be any of the following:

1. Tests by an independent laboratory testing agency or Engineer of Record

2. Observation of work

3. Review of contractors third party testing and results

B. The Contractor shall coordinate his work with the Engineer and cooperate with testing personnel. The Contractor shall:

1. Submit weekly schedules and updates by noon Friday for the following week's work elements with days requiring testing services clearly identified.

2. Notify Engineer 24 hours prior to expected time for operations requiring services.

3. Failure of Contractor to provide adequate notice (as specified above) shall not be grounds for claims of delay by the Contractor.

C. Re-testing required because of non-conformance to specified requirements shall be performed at no cost to the Owner. Contractor shall be responsible for payments due by re-testing. Payment for re-testing by the Owner will be charged to the Contractor by deducting the inspection and testing charges from the Contract Price.

1.5 REFERENCES

A. Conform to reference standard by date of issue current on date of Contract Documents.

B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 FIELD SAMPLES

A. Install field samples at the site as required by individual specifications Sections for review.

B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.7 CONSTRUCTION OBSERVATION

A. The Owner may provide observation during construction for quality assurance as defined in the Contract Documents. Contractor shall cooperate with the observer.

B. The Contractor shall provide the equipment and manpower to conduct all acceptance as required in the Specifications.

C. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Contractor shall be responsible for payments due for retesting. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Price.

D. When concrete is required on the project, the Contractor, at his cost, shall be responsible to coordinate and perform required tests including but not limited to entrained air, slump, cylinders and strength at his expense.

E. The contractor shall provide the equipment and manpower to conduct all tests on underground utilities as required in the specifications, except as outlined in this section.

F. The Contractor shall notify the Engineer of the time in which tests are to be run twenty-four (24) hours prior to testing.

G. The Contractor shall provide adequate samples of all aggregate materials, native or imported, used for construction to a lab for sieve analysis and proctor results. The Contractor is responsible for cost of providing samples and the cost of all sieve analysis and proctor tests required. The required number of production quality control tests for the various materials are listed in the specific product section. The Contractor shall provide asphalt cores and extractions as required for the verification of plant mix and compaction coordination per the owners standards.

H. The Contractor shall supply mix designs for asphalt, at his expense.

I. The contractor shall provide his own quality control testing for asphalt placement, compaction, and roller pattern on asphalt. The owner shall complete final acceptance testing on compaction at the Owners discretion, may accept third party testing results.

J. Reports will be submitted to the Engineer indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents and the proctor results.

K. Cooperate with the Engineer; furnish samples of materials, mix designs, equipment, tools, storage and assistance as requested.

1. Notify Engineer and independent testing firm 24 hours prior to expected time for operations requiring services.

2. Make arrangements with independent testing firm and pay for samples and test required for Contractor’s use.

1.8 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment, as applicable, and to initiate instructions when necessary.

B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

C. Submit report within 15 days of observation to Engineer for review.

1.9 TOLERANCES

A. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

B. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

C. Adjust products to appropriate dimensions; position before securing products in place.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Controls: barriers, water control, dust control, erosion and sediment control, pollution control, noise control, security, tree and plant protection, and protection of installed work.

B. Construction Facilities: Access roads, parking, and progress cleaning.

C. Removal of utilities, controls, and facilities.

D. Requirements of regulatory agencies.

1.2 RELATED SECTIONS

A. Section 01010 – Summary of Work

B. Section 01039 – Coordination and Meetings

C. Section 01700 – Contract Closeout

1.3 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, to protect public safety, and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide the necessary barriers to protect pedestrians from dangerous portions of work (vaults, trenches, etc.).

C. Provide protection for plant life designated to remain. Replace damaged plant life at Contractor’s expense.

D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.4 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment as needed.

B. Contractor responsible for complying with EPA and IDEQ rules and regulations.

C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion and puddling.

1.5 DUST CONTROL

A. This item shall consist of furnishing and applying POTABLE water required in construction and for dust control, in accordance with the requirements of these specifications.

B. Water, when required, shall be applied at the locations and in the amounts required to properly compact the work. An adequate water supply shall be provided by the Contractor. The equipment used for watering shall be of ample capacity and of such design as to assure uniform application of water in the amounts required.

C. If required, watering shall be done at night or at other times when evaporation loss will be at a minimum.

D. In watering of subgrades, the Engineer may direct the Contractor to apply water in such quantities that the subgrade shall be compacted at a moisture content in excess of "optimum moisture." In no case will the Contractor be required to apply water in excess of three percent (3%) of optimum moisture.

E. The Contractor shall apply water during the course of the work to control dust, maintaining all embankment and base courses in a damp condition.

F. The Contractor shall provide sufficient equipment to apply water as directed for controlling dust caused by construction activities. If dusty conditions continue to exist due to insufficient or inadequate watering practices or lack of watering equipment, it shall cause the closing down of those operations affected until remedied. Watering shall be done on Saturdays, Sundays, and Holidays at the same frequency and amounts as specified for work days at the Contractor's expense.

G. Watering equipment shall consist of water-tight tanks mounted on trucks, adequately powered, and capable of applying water as required. The water shall be applied under pressure from the tank through a spray apparatus as directed. The spray apparatus shall be equipped as to provide uniform, unbroken spread of water over the surface being watered. A suitable device for positive shut-off and for regulating the flow of water shall be located so as to permit positive drive control from the cab.

1.6 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

B. Minimize amount of bare soil exposed at one time and comply with any Storm Water Pollution and Prevention Plan requirements.

C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosion of surface materials.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.7 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Equipment and fuel storage shall be kept secured. Waste oil and waste fluids shall not be stored or changed at construction site.

C. Spills of hazardous or toxic materials shall be promptly reported to the Idaho Department of Environmental Quality (IDEQ). Contractor shall take emergency measures to limit the amount of the releases at Contractor's own expense.

D. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.8 NOISE CONTROL

A. Construction involving noisy operations, including starting and warming up of equipment, shall be per city ordinance and no greater than the hours listed in the Summary of Work if allowed by ordinance. Noisy operations shall be scheduled to minimize their duration and to ensure their completion by 10:00 p.m.

B. Notification of special circumstances or emergency conditions that require work beyond the hours specified above shall be provided as follows:

1. The Contractor shall notify the Engineer 14 calendar days in advance of any proposed extended work hours for preauthorization. Notification shall include a written request for authorization to perform work specified and the circumstances that warrant this request. This notification shall include any additional measures to mitigate noise generated by this construction activity if deemed necessary by the Engineer.

2. If an emergency situation occurs that warrants extended hours, the Contractor shall notify the Engineer immediately upon determining the need for this work.

1.9 SECURITY

A. Provide security and facilities to protect work from unauthorized entry, vandalism or theft.

1.10 TREE AND PLANT PROTECTION

A. All landscaped and non-landscaped areas and other surface improvements which are damaged by actions of the Contractor shall be restored to a condition equal to or better than it was prior to construction. Areas shall not be cleared until related construction activities require the work.

1.11 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification Sections.

B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

1.12 PARKING

A. Do not allow construction personnel to park in any way which may affect the access and egress of emergency vehicles and individuals using the site. In no way shall the contractor be allowed to park in the traveled way that disrupts traffic.

1.13 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition. Work area should be cleaned up every time the contractor moves on to another segment of work.

B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site in approved facilities at no additional cost to Owner.

C. Remove dirt and mud tracked at the project and streets from the construction site daily, or as may be required.

1.14 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with applicable Federal and State rules and regulations, local codes and ordinances.

B. Comply with utility company requirements.

C. The Contractor’s attention is alerted to the strict enforcement and requirements of the “Occupational Safety and Health Act” and “Safety and Heath Regulations for

Construction" as set forth in Title 29, CFR, which apply to all operations within this contract. The Contractor shall comply with all provisions thereof and make such reports and maintain such records as the act requires.

D. The Contractor will be solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

E. The duty of the Engineer to conduct construction reviews of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

F. Comply with all Federal, State, and local laws and regulations that apply to water pollution and soil contamination.

1.15 RUBBISH CONTROL

A. During the progress of the work, the Contractor shall keep the site of the work and other areas used in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site and shall establish regular intervals of collection and disposal of such materials and waste. Equipment and material storage shall be confined to areas approved by the Engineer. Disposal of all rubbish and surplus materials shall be off the site of construction, at the Contractor's expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products

B. Transportation and Handling

C. Storage and Protection

D. Product Options

E. Substitutions

1.2 RELATED SECTIONS

A. Instructions to Bidders: Product options and substitution procedures

B. Section 01400 – Quality Assurance and Quality Control:

1.3 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

C. Provide interchangeable components of the same manufacturer, for similar components.

1.4 TRANSPORTATION AND HANDLING

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly review shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated products, place on sloped supports, above ground.

C. Provide off-site storage and protection when site does not permit on-site storage or protection.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for review. Periodically review to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.7 SUBSTITUTIONS

A. Owners Representative will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.

B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that the Contractor:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.

2. Will provide the same warranty for the Substitution as for the specified product.

3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension which may subsequently become apparent.

5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

F. Substitution Submittal Procedure:

1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.

3. The Owners Representative will notify Contractor, in writing, of decision to accept or reject request.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1. SECTION INCLUDES

A. Closeout Procedures

B. Progress Cleaning

C. Final Cleaning

D. Surface Restoration

E. Adjusting

F. Project Record Documents

1.2. RELATED SECTIONS

A. Section 01019 – Contract Consideration

B. Section 01300 – Submittals

C. Section 01500 – Construction Facilities and Temporary Controls

1.3. CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been reviewed, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.

B. Submit Warranty Certificates

C. Provide submittals to Engineer that are required by governing or other authorities.

D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4. PROGRESS CLEANING

A. Streets and sidewalks effected by construction - debris shall be removed to avoid accidents.

B. As work progresses through the project area, those areas that have been substantially completed shall be cleaned.

C. Storm Drain System and catch basins adjacent to the site and affected by tracked dirt shall be cleaned after the project.

1.5. FINAL CLEANING

A. Execute final cleaning prior to final review.

B. Clean equipment and fixtures to a sanitary condition.

C. Clean debris from drainage systems.

D. Clean site; sweep paved surfaces.

E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.6. SURFACE RESTORATION:

A. Restore any damaged surface to a condition equal to or better than it was prior to construction.

1.7. ADJUSTING

A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

B. Adjust all products to assure smooth and proper fit.

1.8. PROJECT RECORD DOCUMENTS

A. Maintain on site, one set of the following record documents; record actual revisions to the Work:

1. Contract Drawings

2. Specifications

3. Addenda

4. Change Orders and other Modifications to the Contract

5. Reviewed shop drawings, product data, and samples

6. Construction photographs

B. Store Record Documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Specifications: Legibly mark and record at each Product section description of actual

Products installed, including the following:

1. Manufacturer's name and product model and number.

2. Product substitutions or alternates utilized.

3. Changes made by Addenda and Modifications.

E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

2. Measured locations of utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

3. Field changes of dimension and detail.

4. Details not on original Contract Drawings.

F. Draw a line through the Engineer title block and seal on all documents submitted as Record Drawings. Make sure that each of these documents contains the names and dates of the people recording the record information.

G. Submit documents to Engineer with claim for final Application for Payment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01745
WARRANTY PROCEDURES

PART 1 GENERAL

1.1 DESCRIPTION

A. Requirements

1. Correction of Defective Work During Warranty Period

a. The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship provided under the terms of this Contract, and pay for any damage to other works resulting from such defects, that become evident within one year after the date of final acceptance of the work or within one year after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Unremedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty.

b. Defects in material, workmanship, or equipment that are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of one year after the defect has been remedied.

c. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article 1.01, Substantial Completion, of the General Conditions.

d. The Contractor also agrees to hold the Owner and the Engineer harmless from liability of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly or in an emergency where delay would cause serious risk, loss, or damage, the Owner may have the defective work corrected or the rejected work removed and replaced, and the Contractor and his Surety shall be liable for the cost thereof.

2. Additional requirements for warranties may be included in individual specification sections. See General Conditions and Paragraph 1.03 below for warranty requirements and obligations.

3. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of occupancy by the Owner shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any warranties or responsibilities for faulty materials and workmanship.

B. Definitions

1. "Guarantee" and "Warranty" are used interchangeably and are understood to mean the same thing.

2. "Standard product warranties" are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

3. "Special warranties" are written warranties required by or incorporated in the Contract Documents either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

C. Types. Categories of warranties required for the work and specified in these Contract Documents include:

1. Special project warranty (Contractor's Warranty–attached) issued by the Contractor and, where applicable, a subcontractor or supplier (Subcontractor/Supplier Warranty–attached).

2. Specified product warranty issued by a manufacturer or fabricator for compliance with requirements in the Contract Documents.

3. Coincidental product warranty, available on a product incorporated into the work by virtue of manufacturer's publication warranty without regard for application requirements (non-specified warranty).

4. Refer to individual sections of Specifications for requirements of specified warranties.

D. Disclaimers and Limitations. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the product.

1.2 SUBMITTALS

A. General

1. Prepare per Section 01300 – Submittals, and as follows.

2. For subcontractor warranties as specified a warranty by each such.

3. The Contractor shall be responsible for obtaining manufacturer warranties.

4. Other warranties shall be specified in individual Specification sections.

B. Information Required

1. Table of contents identifying separate warranties by Specification section number and name.

2. Contractor's warranty of the work per Contract requirements.

3. Warranties, certificates, and bonds for all portions of the work per individual sections of the Specifications.

4. Certificate of occupancy obtained from the appropriate building officials.

C. Distribution

1. Submit one preliminary copy to the Engineer for review.

2. Upon review of preliminary copy, prepare and submit two final copies to the Engineer–one for the Engineer and one for the Owner.

1.3 ONE-YEAR CERTIFICATION

A. Eleven-Month Inspection. The Owner and Engineer will conduct an 11-month inspection that will result in a 1-year certification as to proper operation and performance of the completed construction project. The Contractor will be invited to take part in this inspection.

B. Testing. The 11-month inspection will include inspection, operation, and testing of systems, components, and equipment that were furnished and installed as a part of this construction project.

C. Correction. All items found to be in non-conformance with the design operation and performance requirements of these Contract Documents shall be corrected immediately by the Contractor at the Contractor's sole expense. Any operation and performance problems found to be a result of improper use or operation by the Owner will be corrected at the Owner's expense.

1.4 OWNER'S RECOURSE

A. Warranties and warranty periods do not deprive the Owner of actions, rights, and remedies otherwise available for the Contractor's failure to fulfill requirements of the Contract Documents. The Owner reserves the right to reject coincidental product

warranties considered to be conflicting with or detracting from the requirements of the Contract Documents.

END OF SECTION

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Section 5

Special Provisions

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SP - 1
FLEXIBLE DELINEATORS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Providing and installing tubular flexible delineators per plan.

PART 2 PRODUCTS

2.1 TUBULAR FLEXIBLE DELINEATOR

A. Delineators shall consist of a yellow, 2 to 3-inch round post with and high-visibility "diamond-grade" reflective material on both sides of delineator if flat-topped and around the entire circumference if circular. If a 3" tube is utilized the flattend top shall not exceed 3-1/2" in width. Height of tube to be 42 to 48 inches.

B. Base mechanism shall be tested to at least 50 impacts at 55mph. Post shall be removable from base via locking mechanism for maintenance or replacement.

C. Submit manufacture shop drawing to the engineer.

2.2 DELINEATOR BASE

A. Delineator base shall be fastened as securely as the product allows to concrete surface and installed flush with concrete surface. Delineator base shall be cored or cast into concrete and sealed with caulking or epoxy to limit water intrusion. Fastening and sealing is incidental to item. Post shall be removable from base via locking mechanism for maintenance or replacement. 8" max base diameter per manufacturer's recommendations.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install per the manufacturer's recommendations.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all labor, material, and equipment required to perform the work as specified, unless separated into specific bid items in the Bid Schedule.

A. Tubular Markers: Includes all labor, material and equipment required to perform the work as specified.

1. Bid Schedule Payment Reference: SP-1
2. Schedule Description: Tubular Markers
3. Basis of Measurement: Each (EA)
4. Basis of Payment: includes labor, equipment, and materials required to construction tubular markers.

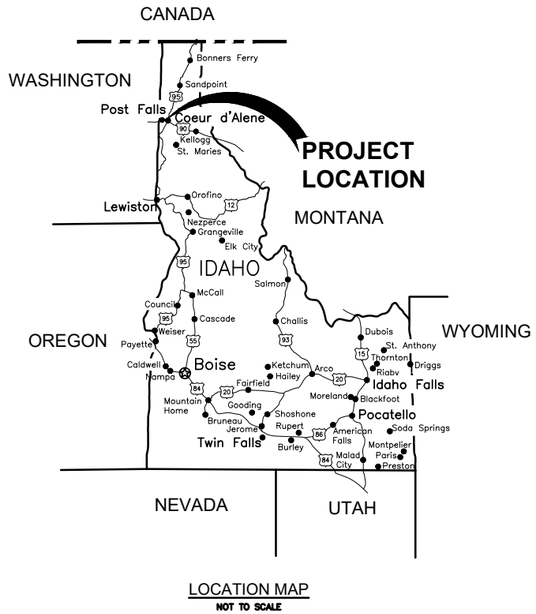
END OF SECTION

CITY OF POST FALLS

CECIL & MULLAN MEDIAN

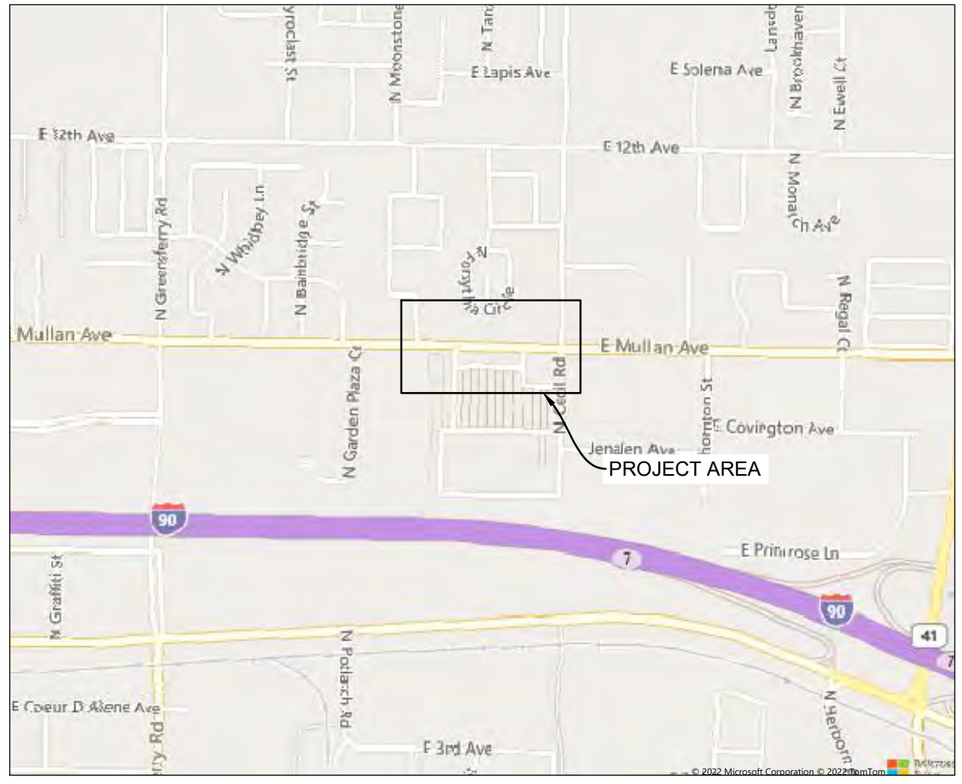
JANUARY 2022

SW $\frac{1}{4}$ T51N R05W



LOCATION MAP

NOT TO SCALE



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SCALE IN FEET

VICINITY MAP

SHEET INDEX

SHEET COUNT	SHEET NUMBER	SHEET TITLE
1	G-001	TITLE
2	G-002	VICINITY MAP
3	G-003	GENERAL NOTES
4	V-101	SURVEY CONTROL & TOPOGRAPHIC SURVEY
5–8	C-101–C-104	DEMOLITION & UTILITY PLAN
9	C-201	TYPICAL SECTION
10–13	C-202–C-205	PLAN SHEET
14	C-301	MEDIAN ISLAND DETAILS
15	C-302	DRIVEWAY DETAIL
16–17	C-501–C-502	DETAILS

OWNER

CITY OF POST FALLS, IDAHO

RONALD JACOBSON	MAYOR
KERRI THORESON	COUNCIL SEAT 1
JOSH WALKER	COUNCIL SEAT 2
JOE MALLOY	COUNCIL SEAT 3
NATHAN ZIEGLER	COUNCIL SEAT 4
LYNN BORDERS	COUNCIL SEAT 5
KENNY SHOVE	COUNCIL SEAT 6

CITY OF POST FALLS

APPROVED FOR CONSTRUCTION

WILLIAM F. MELVIN, PE, CITY ENGINEER

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

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

PROJECT NO. 07-21-055

J-U-B ENGINEERS, INC.

7825 Meadowlark Way, Coeur d'Alene, ID 83815

p 208 762 8787 *f* 208 762 9797 *w* www.jub.com

LAST UPDATED: 1/21/2022

DRAWING: G-001

SHEET: 1 OF 17

Plot Date:1/21/2022 11:08 AM Plotted By: Braden Markham
Date Created:1/21/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE\CECILRDPAB\DESIGN\CAD\SHEET - CECIL-MULLAN\07-21-055_G-001X.DWG

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SCALE IN FEET

VICINITY MAP

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

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B

NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

CECIL & MULLAN MEDIAN
CITY OF POST FALLS

VICINITY MAP

FILE:	07-21-055_G-002X
JUB PROJ. # :	07-21-055
DRAWN BY:	BPRR
DESIGN BY:	BJM
CHECKED BY:	KPS

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 1/21/2022

DRAWING:
G-002

SHEET: 2 OF 17

Plot Date:1/21/2022 11:08 AM Plotted By: Braden Markham
Date Created:1/20/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRD\PAB\DESIGN\CAD\SHEET - CECIL+MULLAN\07-21-055_G-002X.DWG

GENERAL

1. ALL WORK SHALL CONFORM TO THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION", (ISPWC) CURRENT EDITION, AND THE CITY OF POST FALLS STANDARD DRAWINGS AND SPECIFICATIONS. IN THE CASE OF CONFLICT, THE MOST STRINGENT STANDARD SHALL APPLY.

2. NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE ~~CITY~~ PROJECT ENGINEER. ALL PROPOSED REVISIONS SHALL BE SUBMITTED ~~BY~~ TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL BY THE CITY.

3. NO REVISIONS SHALL BE MADE TO THE CITY STANDARD DRAWINGS OR NOTES WITHOUT WRITTEN APPROVAL OF THE ~~CITY~~ PROJECT ENGINEER. REVISIONS OF CITY STANDARD DRAWINGS SHALL BE CLEARLY IDENTIFIED UPON THE APPROVED DRAWINGS; REVISIONS OR ADDITIONS TO STANDARD NOTES SHALL BE PROVIDED ONLY WITHIN THE SUPPLEMENTAL NOTES.

4. ALL SAFETY STANDARDS AND REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND COMPLIED WITH AS SET FORTH BY OSHA.

5. EXISTING UTILITIES SHALL BE LOCATED BY CONTACTING CALL BEFORE YOU DIG AT 811, AT LEAST 48 HOURS PRIOR TO STARTING ANY EXCAVATIONS. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK NEAR ANY FACILITIES, AND SHALL COORDINATE THEIR WORK WITH COMPANY REPRESENTATIVES.

6. WORK SHALL NOT BEGIN UNTIL A PERMIT AND NOTICE TO PROCEED IS ISSUED BY THE CITY.

7. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING INSPECTOR AT LEAST 48 HOURS PRIOR TO STARTING WORK, OR PROCEEDING WITH NEW PHASES OF CONSTRUCTION. ALL INSPECTIONS SHALL BE SCHEDULED WITH A MINIMUM 24-HOUR NOTICE PRIOR TO TESTING.

8. AN APPROVED SET OF IMPROVEMENT PLANS SHALL BE KEPT ON THE JOB SITE AT ALL TIMES.

9. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHTS-OF-WAY IN A CLEAN, SAFE AND USEABLE CONDITION. ALL SOIL, ROCK, OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION, AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY; PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE AND USEABLE CONDITION.

10. EXISTING PROPERTY CORNERS OR SURVEY MONUMENTS SHALL BE PROTECTED DURING THE COURSE OF CONSTRUCTION. ANY DAMAGED OR OBLITERATED CORNERS OR MONUMENTS SHALL BE RE-ESTABLISHED BY PROFESSIONAL SURVEYORS, LICENSED TO WORK IN THE STATE OF IDAHO, PRIOR TO FINAL ACCEPTANCE AND AT THE CONTRACTORS EXPENSE.

11. TREES NOT IDENTIFIED FOR REMOVAL SHALL BE PRESERVED OR PROTECTED IN AN APPROVED MANOR PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.

12. THE ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF EROSION AND SEDIMENTATION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION, AND AS NECESSARY DURING THE COURSE OF THE PROJECT. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THESE PLANS, AND THE "CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES FOR IDAHO CITIES AND COUNTIES" AS PREPARED BY THE IDAHO DIVISION OF ENVIRONMENTAL QUALITY.

13. ALL PROJECTS HAVING THE POTENTIAL FOR RUNOFF DISCHARGE TO ANY SURFACE WATER BODY; SHALL FILE A NOTICE OF INTENT (NOI), WITH THE EPA. COPIES OF ANY REQUIRED STORM WATER POLLUTION PREVENTION PLANS (SWPPP) OR NOI SHALL BE PROVIDED TO THE CITY PRIOR TO START OF CONSTRUCTION.

14. ALL CONCRETE, UNLESS OTHERWISE SPECIFIED, SHALL BE COMMERCIAL GRADE PORTLAND CEMENT WITH AIR ENTRAINMENT (6.5% +/- 1.5%), AND A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI.

15. ALL UNDERGROUND UTILITY LATERALS SHALL BE INSTALLED AND APPROVED BEFORE CONSTRUCTION OF CURBS, CROSS GUTTERS, SIDEWALKS OR THE SURFACING OF STREETS.

16. SURFACE RESTORATION OF ROADWAY CUTS SHALL COMPLY WITH THE CITY'S ROADWAY CUT POLICY. PERMANENT ROADWAY PATCHING SHALL BE PLACED WITHIN 7 DAYS OF THE INITIAL ROADWAY CUT. TEMPORARY PATCHING THAT UTILIZES A MINIMUM OF 2 INCHES OF ASPHALT CONCRETE (COLD MIX) SHALL BE PLACED WITHIN 24 HOURS OF THE INITIAL ROADWAY CUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL TEMPORARY PATCHING AND SHALL WARRANT ALL PERMANENT PATCHING FOR A PERIOD OF 2 YEARS.

17. ALL TRENCHES AND ROADWAY CUTS WITHIN PUBLIC EASEMENT OR RIGHTS-OF-WAY SHALL BE COMPACTED IN ACCORDANCE WITH SD 301. COMPACTION TEST RESULTS SHALL BE CERTIFIED BY THE MATERIALS TESTING SUBCONTRACTOR ~~ENGINEER OF RECORD~~ AND SUBMITTED TO THE ~~CITY~~ PROJECT ENGINEER FOR APPROVAL PRIOR TO ANY PAVING AND FINAL ACCEPTANCE WORK.

18. ALL OPERATIONS CONDUCTED ON THE PREMISES SHALL BE RESTRICTED TO THE HOURS BETWEEN 6:00 A.M. AND 10:00 P.M., UNLESS OTHERWISE APPROVED BY THE CITY. THIS INCLUDES THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT OR ANY OTHER ASSOCIATED EQUIPMENT.

19. ALL IMPROVEMENTS SHALL BE JOINED OR MATCHED IN A MANNER SATISFACTORY TO THE ~~CITY~~ PROJECT ENGINEER. THIS INCLUDES ALL UTILITY CONNECTIONS AND NECESSARY SAW CUTTING, REMOVAL, REPLACEMENT, EXTENSION AND CAPPING ASSOCIATED WITH CURB AND GUTTER, SIDEWALKS, SWALES, ASPHALT, CONCRETE OR OTHER PAVING.

20. THE ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR ALL PROJECT INSPECTIONS, ~~INCLUDING~~ EXCEPT MATERIALS TESTING ~~AND QUALITY CONTROL.~~ THE CONTRACTOR SHALL RETAIN A QUALIFIED MATERIALS TESTING SUB CONTRACTOR LICENSED TO PERFORM WORK IN THE STATE OF IDAHO. COPIES OF DAILY REPORTS AND TEST RESULTS SHALL BE MADE AVAILABLE TO THE ~~CITY~~ PROJECT ENGINEER FOR REVIEW ON A WEEKLY BASIS, FAILURE TO PROVIDE REPORTS MAY RESULT IN SUSPENSION OF CONSTRUCTION. PROJECT CERTIFICATION AND AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE ~~CITY~~ PROJECT ENGINEER PRIOR TO FINAL ACCEPTANCE AND IN CONFORMANCE WITH THE CITY'S ELECTRONIC SUBMITTAL STANDARDS.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, IN ACCORDANCE WITH THE M.U.T.C.D., CURRENT EDITION. AT LEAST 48 HOURS PRIOR TO DISRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY ENGINEERING DIVISION FOR APPROVAL. NO WORK SHALL COMMENCE UNTIL A PERMIT IS ISSUED AND ALL APPROVED TRAFFIC CONTROL IS IN PLACE.

22. ALL LANDSCAPING MAINTAINED BY THE PROPERTY OWNERS ASSOCIATE SHALL HAVE IRRIGATION INSTALLED AND FUNCTIONING.

23. ALL DISTURBED AREAS OF THE PUBLIC RIGHTS-OF-WAY SHALL BE TOP COATED WITH A MINIMUM OF 1 INCH OF TOPSOIL AND SEEDED WITH A DRY LAND MIX EQUIVALENT TO THE CITY'S STORM DRAINAGE STANDARDS.

24. ALL PAVING PROJECTS NEED TO ADHERE TO THE CITY OF POST FALLS PAVEMENT CUT POLICY.

25. THE CONTRACTOR IS RESPONSIBLE FOR AND SHALL PROVIDE QUALITY CONTROL. REFER TO THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

STREETS

1. ALL FILL PLACED WITHIN THE ROADWAY PRISM SHALL BE COMPACTED TO 90% OF THE MODIFIED PROCTOR, WITH THE EXCEPTION OF THE TOP 12 INCHES OF SUB-GRADE THAT SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR (ASTM D-1557).

2. PRIOR TO PLACING BASE MATERIAL, THE FOLLOWING SHALL BE COMPLETED:

   A. ALL PUBLIC UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED.

   B. THE ~~ENGINEER OF RECORD~~ MATERIALS TESTING SUBCONTRACTOR SHALL CERTIFY AND PROVIDE COPIES OF COMPACTION TEST RESULTS TO THE ~~CITY~~ PROJECT ENGINEER, FOR ALL TRENCHES AND SUB-GRADE.

   C. THE LINE AND GRADE OF THE SUB-GRADE SHALL BE INSPECTED AND APPROVED.

   D. A PROOF-ROLL OF THE SUB-GRADE SHALL BE PERFORMED AND OBSERVED BY THE ENGINEER OF RECORD AND CITY ENGINEERING INSPECTOR.

   E. OBTAIN AUTHORIZATION FROM THE ENGINEER OF RECORD AND CITY ENGINEERING INSPECTOR, TO PROCEED WITH PLACEMENT OF BASE MATERIAL. THE CITY ENGINEERING INSPECTOR SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO PLACEMENT OF BASE MATERIAL.

3. CRUSHED AGGREGATE BASE SHALL CONFORM TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, SECTION 802, (TYPE 1) ¾-INCH MAXIMUM AGGREGATE SIZE, AND SHALL BE COMPACTED TO THE FOLLOWING SPECIFICATIONS:

   A. ROADWAY: 95%-MODIFIED PROCTOR.

   B. CURB BASE AND DRIVEWAY APPROACHES: 92%-MODIFIED PROCTOR.

   C. SIDEWALKS OR TRAILS: 90%-MODIFIED PROCTOR.

4. PRIOR TO PLACING ASPHALT CONCRETE, THE FOLLOWING SHALL BE COMPLETED:

   A. THE ENGINEER OF RECORD MATERIALS TESTING SUBCONTRACTOR SHALL CERTIFY AND PROVIDE COMPACTION TEST RESULTS FOR BASE MATERIAL TO THE CITY PROJECT ENGINEER.

   B. ALL UTILITIES SHALL BE ADJUSTED TO GRADE AND ASPHALT COLLARS INSTALLED.

   C. OBTAIN AUTHORIZATION FROM THE ENGINEER OF RECORD AND CITY ENGINEER TO PROCEED WITH ASPHALT PAVING. THE CITY ENGINEERING INSPECTOR SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO PLACEMENT OF ASPHALT PAVEMENT.

5. ASPHALT PAVEMENT SHALL CONFORM WITH IDAHO TRANSPORTATION DEPARTMENT (ITD) SPECIFICATIONS FOR SUPERPAVE. PAVEMENT SHALL BE SP3 PG 58-28 WITH ½" MAX AGGREGATE SIZE. PAVEMENTS WITH A SECTION OF 3" OR LESS MAY BE PLACED WITH 1 LIFT. PAVEMENTS WITH A SECTION GREATER THAN 3" SHALL BE PLACED WITH MULTIPLE LIFTS. MINIMUM LIFT THICKNESS OF 1.5" AND MAXIMUM THICKNESS OF 3".

6. NO ASPHALT SHALL BE PLACED ON WET OR FROZEN SURFACES, OR WHEN THE AIR OR GROUND TEMPERATURE IS LESS THAN 40°F. TOP COURSES OR PAVEMENT THICKNESS LESS THAN 2.5 INCHES SHALL NOT BE PLACED WHEN AIR OR GROUND TEMPERATURE IS LESS THEN 50°F, WITHOUT APPROVAL BY THE ~~CITY~~ PROJECT ENGINEER.

7. A TACK COAT SHALL BE APPLIED TO ALL ADJACENT CURBS AND JOINTS, PRIOR TO PLACEMENT OF ASPHALTIC CONCRETE. THE TACK COAT IS CONSIDERED INCIDENTAL TO ASPHALT CONCRETE.

8. DURING PAVING OPERATIONS, THE MATERIALS TESTING SUBCONTRACTOR ~~ENGINEER OF RECORD~~ SHALL OBSERVE PAVING OPERATIONS, AND PERFORM COMPACTION AND QUALITY ASSURANCE TESTING.

9. THE ~~CITY~~ PROJECT ENGINEER MAY REQUIRE THE PAVEMENT SECTIONS SHOWN ON THE PLANS TO BE VERIFIED BY "R" VALUE TESTS TAKEN FROM EXPOSED SUB-GRADE.

10. EXTRACTION, CORING, AND GRADATION TESTS MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER TO VERIFY PAVEMENT THICKNESS, COMPACTION, AND OR TO VERIFY COMPLIANCE OF MATERIALS TO SPECIFICATIONS.

11. FORMS, SUB-GRADE AND STRING-LINE INSPECTION IS REQUIRED PRIOR TO POURING CONCRETE. A MINIMUM NOTICE OF 24 HOURS IS REQUIRED PRIOR TO INSPECTION.

12. CONCRETE SHALL NOT BE PLACED ON FROZEN SURFACES, ICE OR SNOW, OR SURFACES WITH A TEMPERATURE GREATER THAN 90°F. UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, CONCRETE PLACEMENT SHALL BE DISCONTINUED WHEN AIR TEMPERATURES REACH 35°F AND FALLING.

13. CURB AND GUTTER SHALL BE CONSTRUCTED WITH FULL DEPTH CONSTRUCTION EXPANSION JOINTS ADJACENT TO CATCH BASINS, AT COLD JOINTS, AND AT ALL RETURNS. WEAKENED PLANE JOINTS ARE REQUIRED EVERY 10 FEET.

14. SIDEWALKS SHALL BE CONSTRUCTED WITH FULL DEPTH EXPANSION JOINTS EVERY 20 FEET, AT COLD JOINTS, AND ADJACENT TO STRUCTURES. WEAKENED PLANE JOINTS SHALL BE LOCATED EVERY 5 FEET. JOINTS IN THE SIDEWALK SHALL BE ALIGNED WITH CURB JOINTS, AS NEARLY AS PRACTICAL.

STORM DRAINAGE

1. TEMPORARY EROSION CONTROL AND WATER POLLUTION MEASURES SHALL BE INSTALLED, IN ACCORDANCE WITH THE PLANS AND ACCEPTED BEST MANAGEMENT PRACTICES ADJUSTMENTS TO ACCOMMODATE DIFFERING FIELD CONDITIONS SHALL BE MADE, AS NECESSARY, THROUGHOUT THE CONSTRUCTION PROCESS. AT NO TIME, WILL SILTS AND/OR DEBRIS BE ALLOWED TO DRAIN INTO AN EXITING OR NEWLY INSTALLED FACILITY.

2. SWALES WITHIN AREAS OF MASS GRADING SHALL BE SCARIFIED A MINIMUM OF 24 INCHES PRIOR TO SHAPING, AND AFTER INSTALLATION OF CURB AND GUTTER.

3. ALL DISTURBED AREAS SHALL RECEIVE A MINIMUM 1-INCH DRESSING OF TOP SOIL AND BE HYDRO SEEDED OR SODDED, AS INDICATED ON THE PLANS. SEEDED AREAS WILL NOT BE ACCEPTED UNTIL THE SEED HAS GERMINATED, AND THE GRASS IS THOROUGHLY ESTABLISHED. SODDED AREAS WILL NOT BE ACCEPTED UNTIL THE ROOTS HAVE TAKEN HOLD, AND THE GRASS HAS RECEIVED TWO CUTTINGS.

4. CARE SHALL BE TAKEN TO PREVENT COMPACTION OF THE SUB-GRADE IN THE GRASS INFILTRATION AREAS OF SWALES. IN THE EVENT THE SUB-GRADE SHOULD BE COMPACTED OR INSUFFICIENT PERCOLATION IS OBSERVED, TESTING OF THE SUB-GRADE MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER. IF A SUFFICIENT PERCOLATION IS NOT OBSERVED, THE SUB-GRADE MUST BE REMOVED AND REPLACED, OR SCARIFIED TO A MINIMUM DEPTH OF 24" AND RETESTED.

5. TOPSOIL PLACED WITHIN THE SWALES SHALL BE FREE DRAINING, AND PLACED AT A DEPTH GREATER THAN 1-INCH AND LESS THAN 3-INCHES. AT CONCRETE SPILLWAYS, FINISHED TOP SOIL SHALL BE KEPT 1"-2" BELOW THE FINISHED CONCRETE SURFACE. TO PREVENT COMPACTION OF THE SUB-GRADE AND TOPSOIL, WHEELED EQUIPMENT SHOULD NOT BE USED WITHIN THE SWALE AREA. THE MINIMUM PERCOLATION RATE THROUGH A CONSTRUCTED SWALE SHALL MEET DESIGN REQUIREMENTS. TESTING OF PERCOLATION RATES THROUGH A CONSTRUCTED SWALE MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER.

6. DRYWELLS SHALL BE INSTALLED TO THE ELEVATIONS INDICATED ON THE PLANS. THE ELEVATION OF THE DRYWELL RIM SHALL BE AT LEAST 0.2 FEET BELOW LOWEST ADJOINING CURB CUT. FINISHED TOP SOIL ADJACENT TO THE DRYWELL SHALL BE AT LEAST 2-INCHES BELOW THE DRYWELL RIM.

7. GRASS INFILTRATION AREAS SHALL BE HYDRO SEEDED WITH 50 LB. / 1,000 SQUARE FEET, CONSISTING OF A MIXTURE WITH EQUAL PORTIONS OF CANADA BLUEGRASS, CRESTED WHEATGRASS, HARD FESCUE AND SHEEP FESCUE. SEEDED AREAS SHALL BE FERTILIZED WITH A COMMERCIAL FERTILIZER PER THE MANUFACTURES SPECIFICATIONS AND MULCHED WITH "SILVA FIBER PLUS", OR APPROVED EQUAL WOOD FIBER CELLULOSE AT A RATE OF 1 TON PER ACRE.

8. ALL SEWER MAINS SHALL BE AIR TESTED IN ACCORDANCE WITH ISPWC, SECTION 501.

9. STORM SEWER PIPES AND DRYWELLS SHALL BE SEPARATED A MINIMUM OF 10 FEET HORIZONTALLY FROM DOMESTIC WATER MAINS. CROSSINGS OF WATER MAINS AND SEWER SYSTEMS SHALL HAVE A MINIMUM 18-INCH VERTICAL SEPARATION. ANY ANTICIPATED SEPARATION LESS THAN MINIMUM STANDARDS CONTAINED HEREIN, SHALL CONFORM TO THE IDAHO RULES FOR WASTE WATER, (IDAPA 58.01.16).

10. FLOOD TESTING OF ALL SWALES SHALL BE CONDUCTED PRIOR TO FINAL ACCEPTANCE IF REQUIRED BY THE CITY ENGINEER.

11. GRASSES MAY BE DISTURBED BY ACTIVITIES INCLUDING DITCH MAINTENANCE, SWALE/CURB INTERFACE BACKFILL, AND REMOVED SIGN FOUNDATIONS. REPLACE DISTURBED GRASSES WITH SOD AS REQUIRED BY ENGINEER PER MOST RECENT VERSION OF THE IDAHO CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES. FINISHED GRADE SURFACES SHOWN ON PLANS ARE TO THE TOP OF GRASS SURFACE. SEE SPECIFICATIONS FOR MORE DETAILS.

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NOT FOR CONSTRUCTION

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CECIL & MULLAN MEDIAN
CITY OF POST FALLS

GENERAL NOTES

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JUB PROJ. #: 07-21-055
DRAWN BY: BPRR
DESIGN BY: BJM
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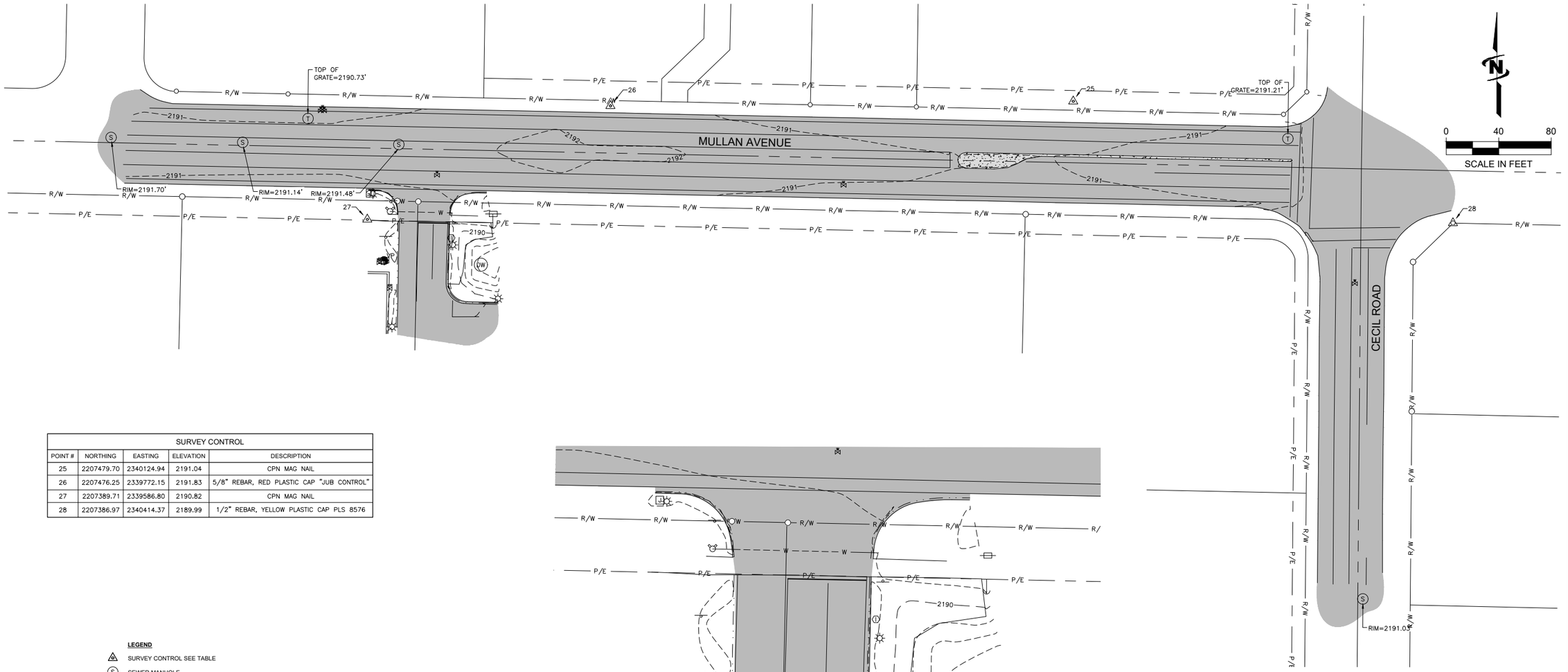
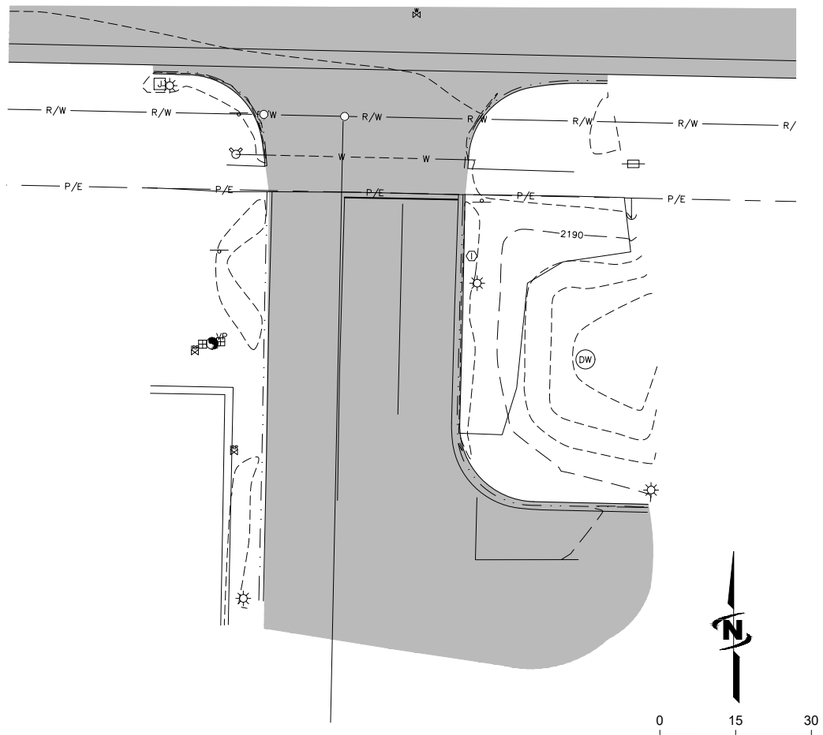
DRAWING:
G-003

SHEET: 3 OF 17

Plot Date:1/21/2022 11:08 AM Plotted By: Braden Markham
Date Created:1/21/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-MULLAN\07-21-055_G-001X.DWG



SURVEY CONTROL				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
25	2207479.70	2340124.94	2191.04	CPN MAG NAIL
26	2207476.25	2339772.15	2191.83	5/8" REBAR, RED PLASTIC CAP "JUB CONTROL"
27	2207389.71	2339586.80	2190.82	CPN MAG NAIL
28	2207386.97	2340414.37	2189.99	1/2" REBAR, YELLOW PLASTIC CAP PLS 8576



LEGEND

- SURVEY CONTROL SEE TABLE
- SEWER MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- IRRIGATION BOX
- DRYWELL
- UTILITY STAND PIPE
- SIGN AS NOTED
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- TELEPHONE COMMUNICATIONS MANHOLE
- WATER LINE
- ASPHALT
- CONCRETE

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS ESTABLISHED BY GPS OBSERVATIONS, PROJECTED TO IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, ALL DISTANCES PROJECTED TO GROUND VALUES

VERTICAL DATUM
THE CITY OF POST FALLS (NAVD 88)

UTILITY NOTE
ABOVE GROUND AND UNDERGROUND UTILITIES ARE SHOWN PER OBSERVED EVIDENCE, UNDERGROUND UTILITY MARKS AND RECORD INFORMATION. NO GUARANTEE IS MADE THAT THE UTILITIES SHOWN COMPROMISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OF ABANDONED. UNDERGROUND UTILITIES NOT SHOWN MAY EXIST ON SITE. CALL FOR LOCATES 48 HOURS BEFORE DIGGING. (800-342-1585) (811) (ID STATE)

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF THE CITY OF POST FALLS, OCTOBER 2021.

PROFESSIONAL LAND SURVEYOR LICENSED 17991 STATE OF IDAHO JEREMY J. RUSSELL
PRELIMINARY

J-U-B ENGINEERS, INC.
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TOPOGRAPHIC SURVEY FOR THE CITY OF POST FALLS MULLAN AVENUE AND CECIL ROAD

PORTIONS OF GOVT LOTS 6 AND 7 SITUATED IN SEC. 1, T 50N, R 5W, B.M., AND A PORTION OF THE SE1/4 OF THE SW1/4, SEC. 36, T 51N, R 5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

FILE:	07-21-055_V-SP-CM
JUB PROJ. #:	07-21-055
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DESIGN BY:	
CHECKED BY:	GJR

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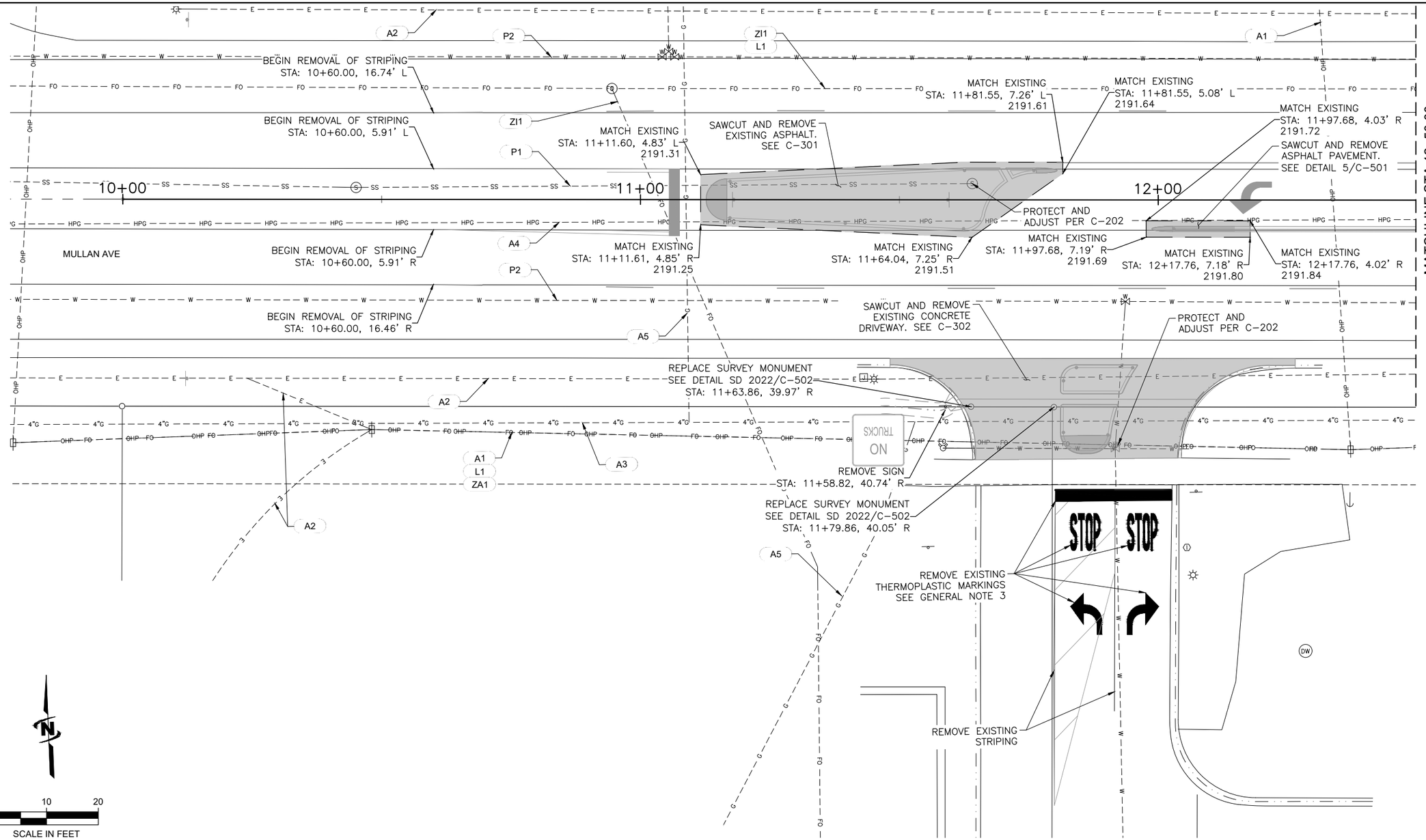

DEMOLITION NOTES

1. REMOVE EXISTING MARKINGS AS REQUIRED PER SD2019/C-502
2. REMOVE EXISTING CENTER LANE STRIPING FROM 10+60.00 TO 16+00.00. INCLUDING YELLOW LONGITUDINAL STRIPING AND TWO-WAY LEFT TURN ARROWS PER SD2019 / C-502
3. IF PROPOSED MARKINGS MATCH EXISTING MARKINGS IN TYPE AND LOCATION AND EXISTING MARKINGS ARE IN GOOD CONDITION, CONTRACTOR MAY REQUEST TO NOT REPLACE INDIVIDUAL MARKINGS. PER ENGINEER'S APPROVAL.

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CITY OF POST FALLS

- P1 EXISTING CITY OF POST FALLS SEWER
- P2 EXISTING CITY OF POST FALLS WATER

LUMEN

- L1 EXISTING LUMEN OVERHEAD COMM
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ZAYO FIBER

- ZA1 EXISTING OVERHEAD FIBER
- ZA2 EXISTING UNDERGROUND FIBER

ZIPLY COMMUNICATIONS

- ZI1 EXISTING UNDERGROUND COMM

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SHEET: 5 OF 17

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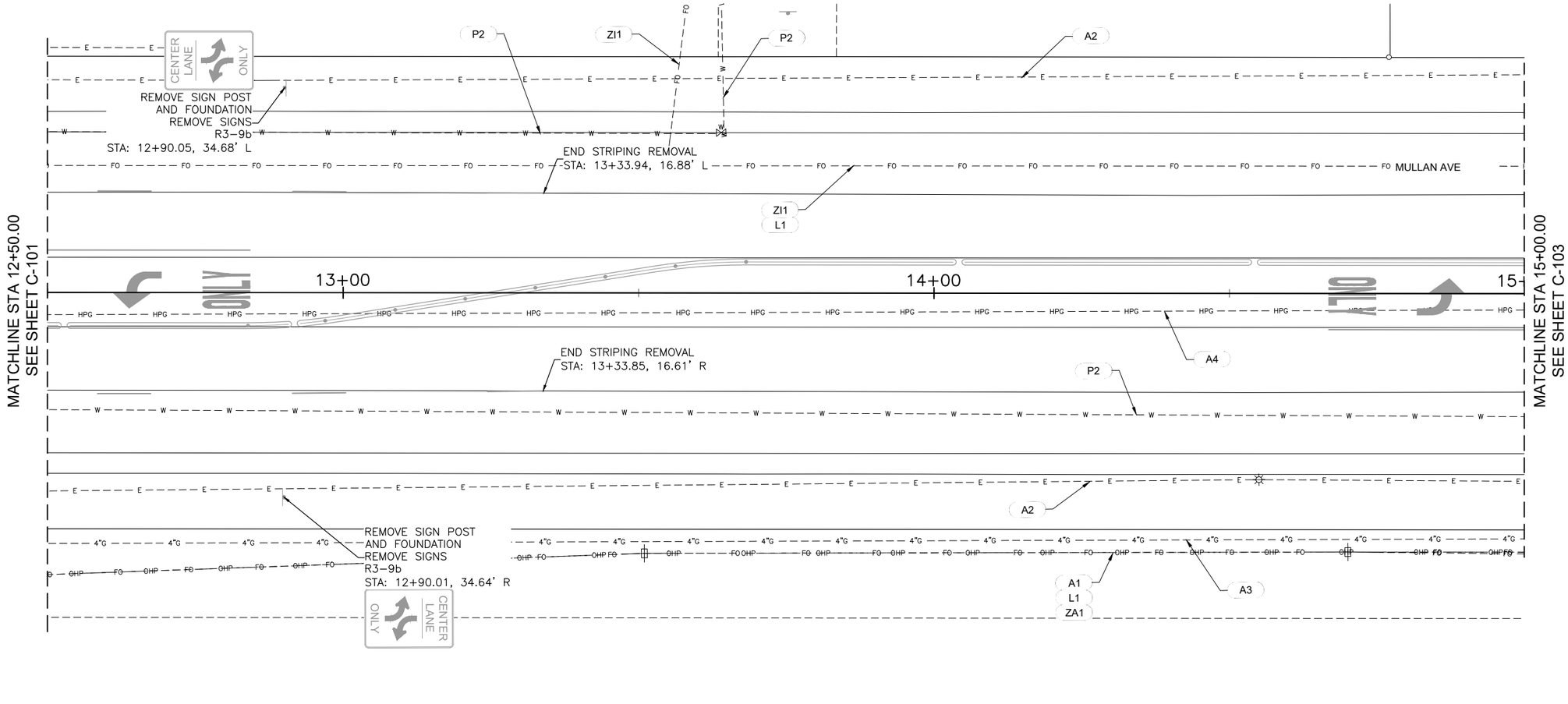

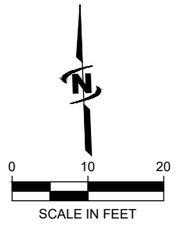

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SHEET: 6 OF 17

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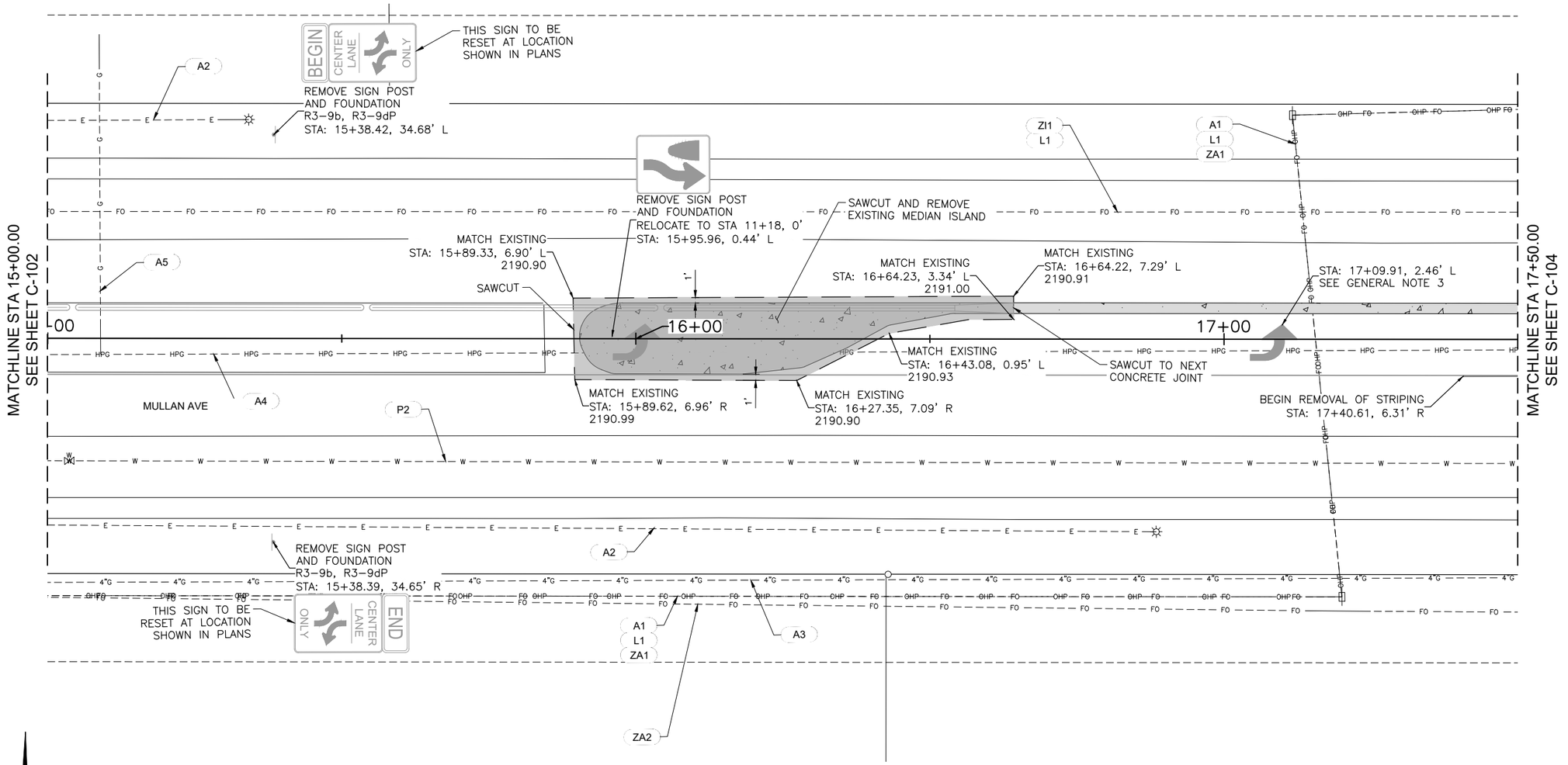

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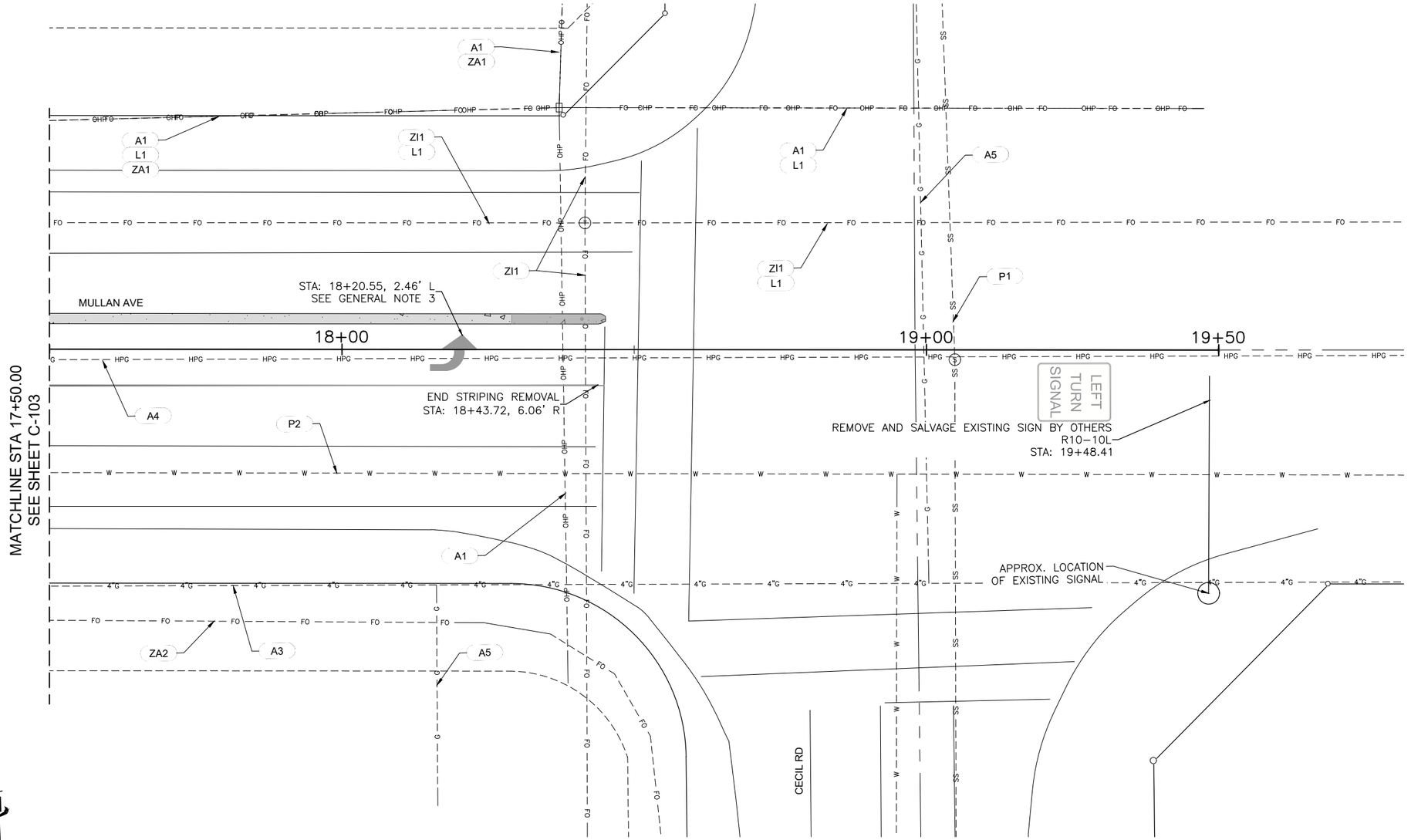

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SHEET: 8 OF 17

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MULLAN AVE TYPICAL SECTION

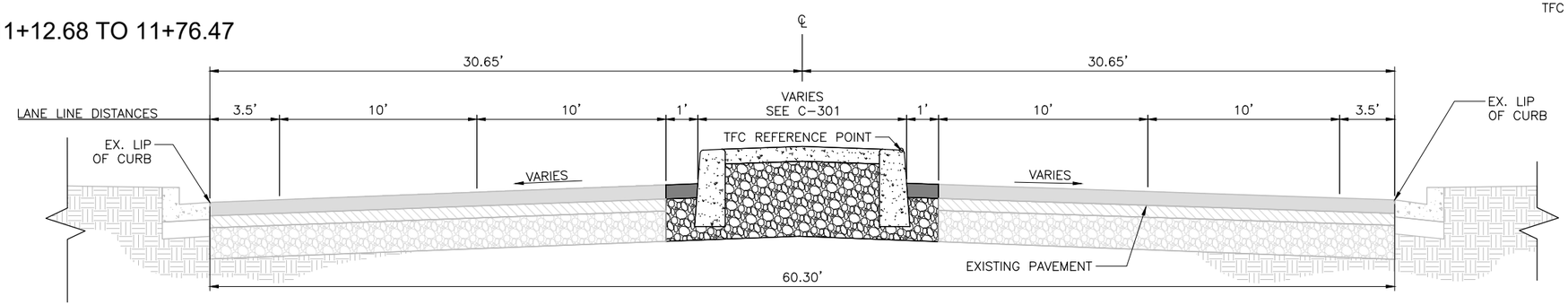
SCALE: NTS

NOTES:

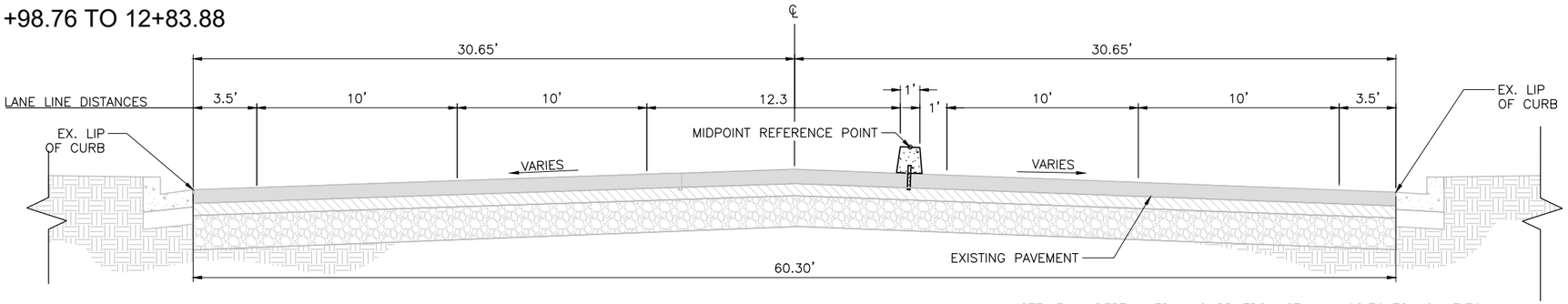
SURFICIAL MEDIAN CURB TRANSITIONS FROM RIGHT SIDE TO LEFT SIDE OF CENTERLINE BETWEEN STA. 12+83.88 TO 13+68.19.

TFC = TOP FACE OF CURB

STA 11+12.68 TO 11+76.47

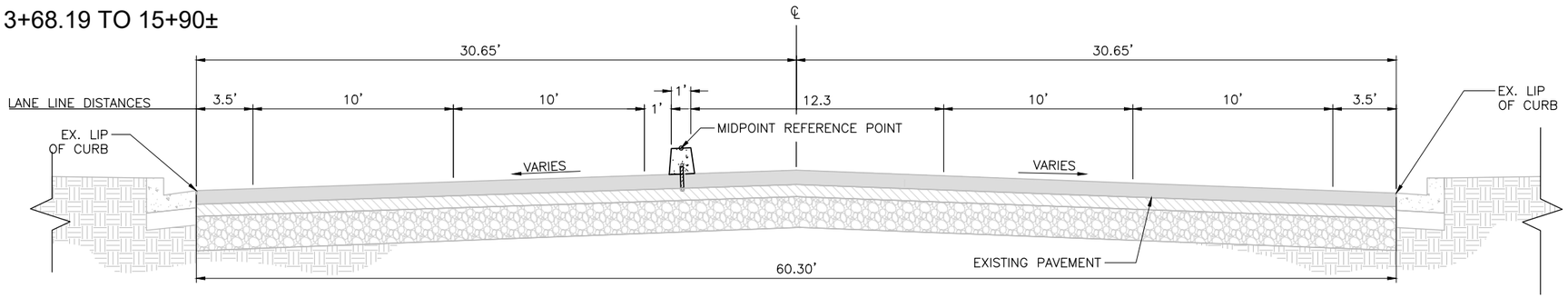


STA 11+98.76 TO 12+83.88

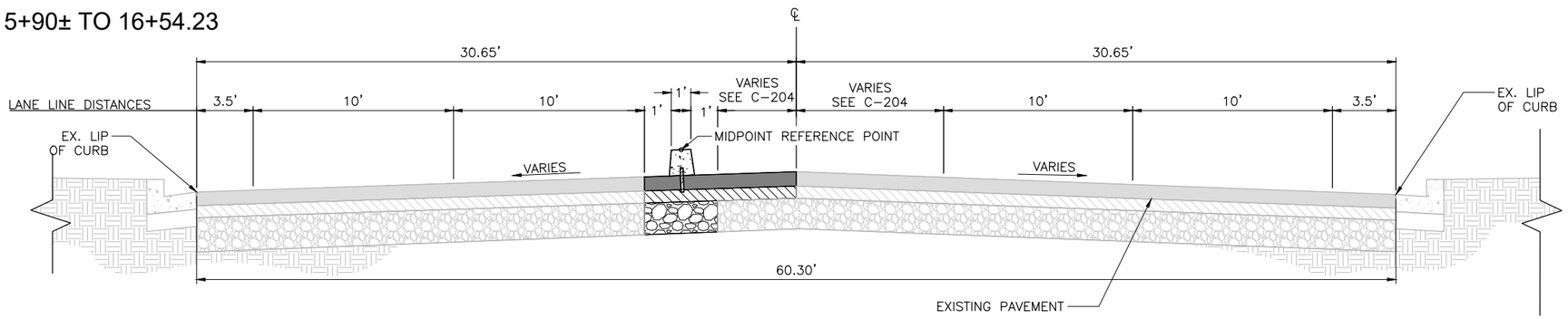


NOTE: FULL DEPTH MEDIAN CURB FROM STA. 11+98.76 TO 12+17.76.

STA 13+68.19 TO 15+90±



STA 15+90± TO 16+54.23



J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

CECIL & MULLAN MEDIAN
CITY OF POST FALLS

TYPICAL SECTION

FILE : 07-21-055_C-100
JUB PROJ. # : 07-21-055
DRAWN BY: BPRR
DESIGN BY: BJM
CHECKED BY: KPS

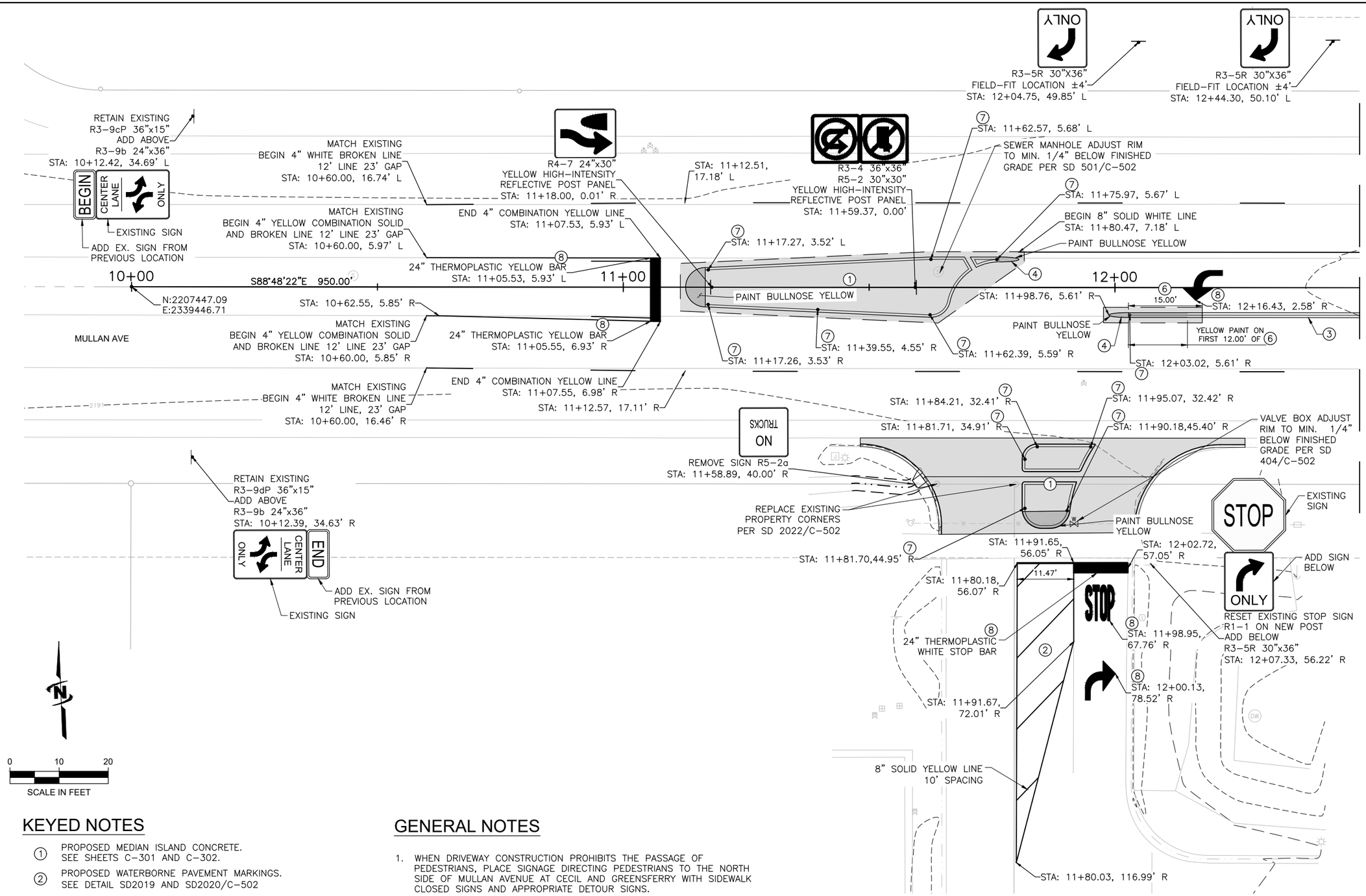
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 1/21/2022

DRAWING:
C-201

SHEET: 9 OF 17

Plot Date:1/21/2022 11:09 AM Plotted By: Braden Markham
Date Created:1/21/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-MULLAN\07-21-055_C-100.DWG



KEYED NOTES

1. PROPOSED MEDIAN ISLAND CONCRETE. SEE SHEETS C-301 AND C-302.
2. PROPOSED WATERBORNE PAVEMENT MARKINGS. SEE DETAIL SD2019 AND SD2020/C-502
3. EXTRUDED MEDIAN CURB. SEE DETAIL 4/C-501
4. PROPOSED MEDIAN BULLNOSE. SEE DETAIL 4/C-501
5. PROPOSED MEDIAN CURB CUT. SEE DETAIL 5/C-501
6. PROPOSED FULL-DEPTH MEDIAN CURB. SEE DETAIL 1/C-501
7. PROPOSED FLEXIBLE DELINEATOR. SEE DETAIL 6/C-501
8. PROPOSED THERMOPLASTIC PAVEMENT MARKINGS. SEE DETAILS 8 AND 9 ON C-501 AND SD2019 AND SD2020 ON C-502

GENERAL NOTES

1. WHEN DRIVEWAY CONSTRUCTION PROHIBITS THE PASSAGE OF PEDESTRIANS, PLACE SIGNAGE DIRECTING PEDESTRIANS TO THE NORTH SIDE OF MULLAN AVENUE AT CECIL AND GREENSFERRY WITH SIDEWALK CLOSED SIGNS AND APPROPRIATE DETOUR SIGNS.

LEGEND

- PROPOSED SKIP PAVEMENT MARKING
- PROPOSED CONCRETE
- PROPOSED WATERBORNE PAVEMENT MARKING

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Coeur d'Alene, ID 83815
Phone: 208.762.8787
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NO.	DESCRIPTION	BY	APP'L	DATE
	REVISION			

CECIL & MULLAN MEDIAN
CITY OF POST FALLS

PLAN SHEET

FILE : 07-21-055_C-001X
JUB PROJ. # : 07-21-055
DRAWN BY: BPRR
DESIGN BY: BJM
CHECKED BY: KPS

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 1/21/2022

DRAWING:
C-202

SHEET: 10 OF 17

Plot Date:1/21/2022 11:09 AM Plotted By: Braden Markham
Date Created:1/21/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-MULLAN\07-21-055_C-001X.DWG

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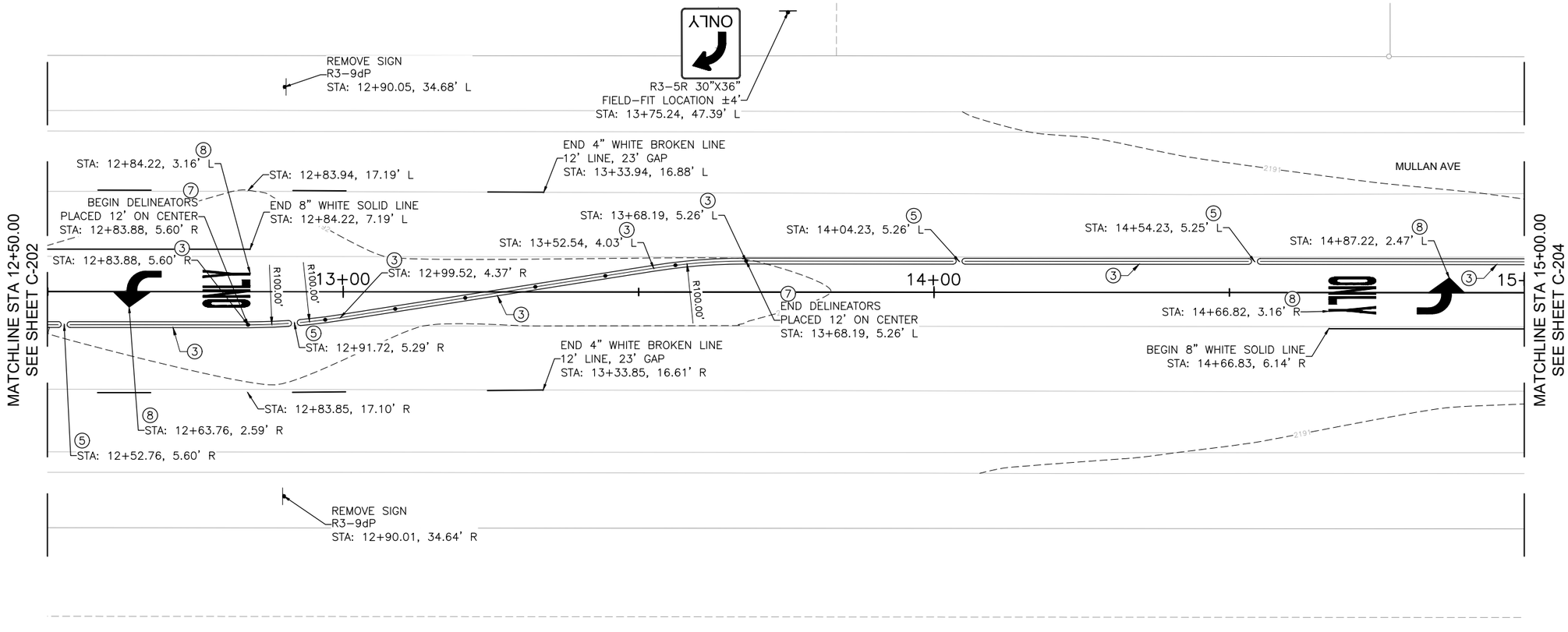

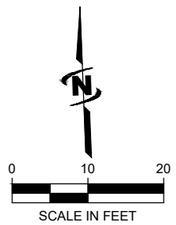

KEYED NOTES

1. PROPOSED MEDIAN ISLAND CONCRETE. SEE SHEETS C-301 AND C-302.
2. PROPOSED WATERBORNE PAVEMENT MARKINGS. SEE DETAIL SD2019 AND SD2020/C-502
3. EXTRUDED MEDIAN CURB. SEE DETAIL 4/C-501
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5. PROPOSED MEDIAN CURB CUT. SEE DETAIL 5/C-501
6. PROPOSED FULL-DEPTH MEDIAN CURB. SEE DETAIL 1/C-501
7. PROPOSED FLEXIBLE DELINEATOR. SEE DETAIL 6/C-501
8. PROPOSED THERMOPLASTIC PAVEMENT MARKINGS. SEE DETAILS 8 AND 9 ON C-501 AND SD2019 AND SD2020 ON C-502

GENERAL NOTES

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LEGEND

- PROPOSED SKIP PAVEMENT MARKING
- PROPOSED CONCRETE
- PROPOSED WATERBORNE PAVEMENT MARKING

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

CECIL & MULLAN MEDIAN
CITY OF POST FALLS

PLAN SHEET

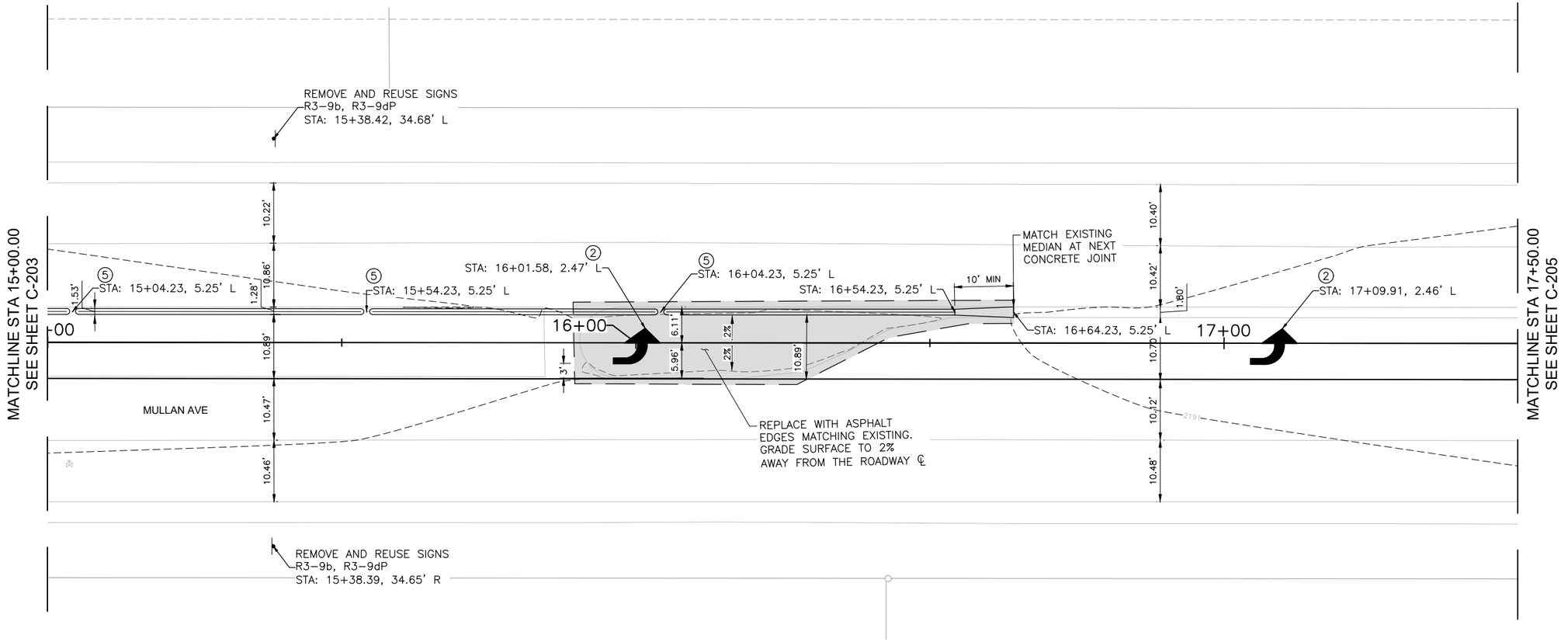
FILE : 07-21-055_C-001X
JUB PROJ. # : 07-21-055
DRAWN BY: BPRR
DESIGN BY: BJM
CHECKED BY: KPS
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 1/21/2022

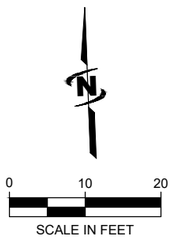
DRAWING:
C-203

SHEET: 11 OF 17

Plot Date:1/21/2022 11:09 AM Plotted By: Braden Markham
Date Created:1/21/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-MULLAN\07-21-055_C-001X.DWG

Xref ..\Resources\Stamps\G-CDA-Professional_Stamps.dwg





KEYED NOTES

1. PROPOSED MEDIAN ISLAND CONCRETE. SEE SHEETS C-301 AND C-302.
2. PROPOSED WATERBORNE PAVEMENT MARKINGS. SEE DETAIL SD2019 AND SD2020/C-502
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LEGEND

- PROPOSED SKIP PAVEMENT MARKING
- PROPOSED CONCRETE
- PROPOSED WATERBORNE PAVEMENT MARKING

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

CECIL & MULLAN MEDIAN
CITY OF POST FALLS

PLAN SHEET

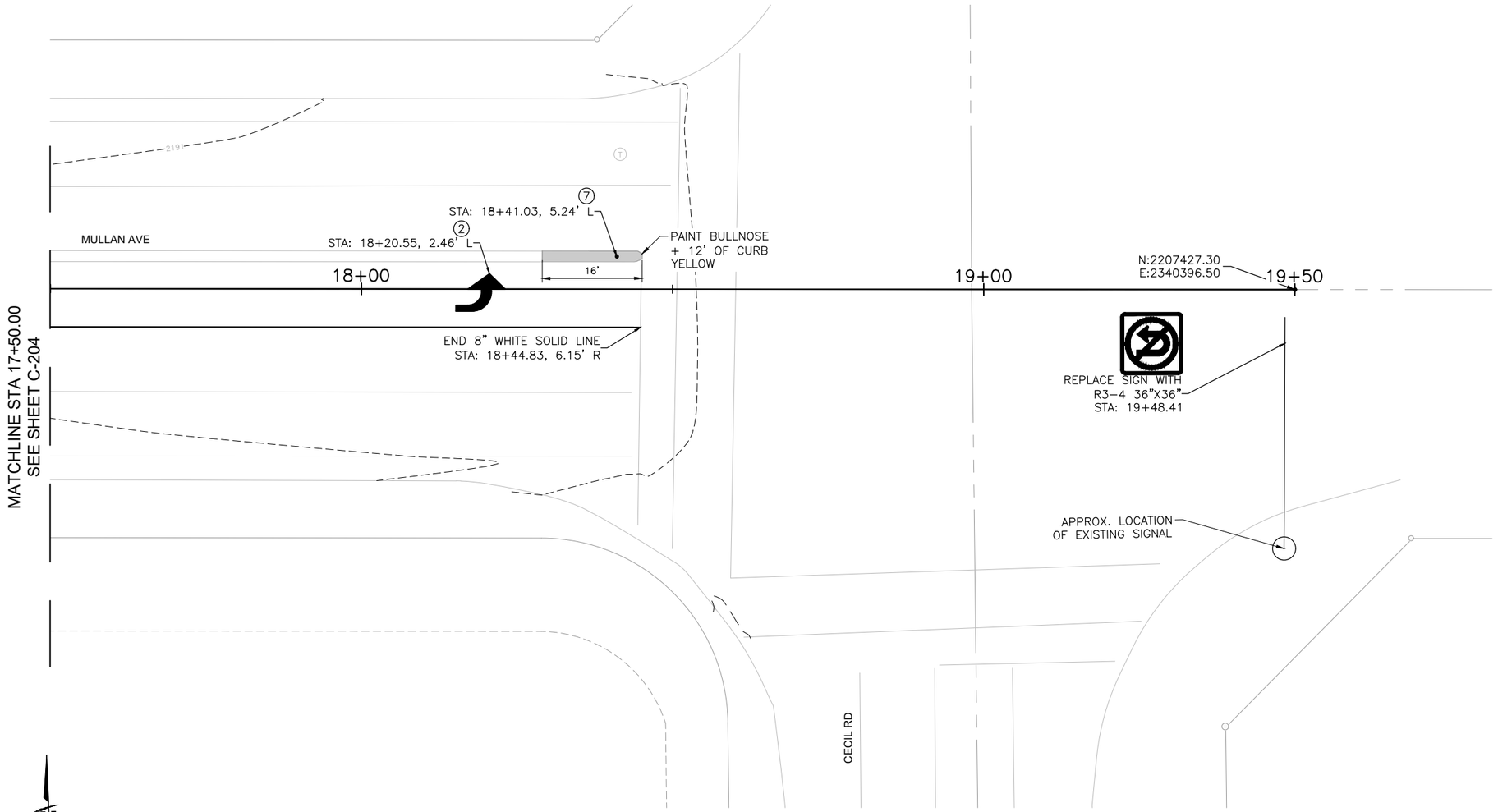
FILE : 07-21-055_C-001X
JUB PROJ. # : 07-21-055
DRAWN BY: BPRR
DESIGN BY: BJM
CHECKED BY: KPS
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 1/21/2022

DRAWING:
C-204

SHEET: 12 OF 17

Plot Date:1/21/2022 11:10 AM Plotted By: Braden Markham
Date Created:1/21/2022 \\JUB.COM\CENTRAL\CLIENTS\IDPOSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-MULLAN\07-21-055_C-001X.DWG

Xref ..\Resources\Stamps\G-CDA-Professional_Stamps.dwg



0 10 20

SCALE IN FEET

KEYED NOTES

1. PROPOSED MEDIAN ISLAND CONCRETE. SEE SHEETS C-301 AND C-302.
2. PROPOSED WATERBORNE PAVEMENT MARKINGS. SEE DETAIL SD2019 AND SD2020/C-502
3. EXTRUDED MEDIAN CURB. SEE DETAIL 4/C-501
4. PROPOSED MEDIAN BULLNOSE. SEE DETAIL 4/C-501
5. PROPOSED MEDIAN CURB CUT. SEE DETAIL 5/C-501
6. PROPOSED FULL-DEPTH MEDIAN CURB. SEE DETAIL 1/C-501
7. PROPOSED FLEXIBLE DELINEATOR. SEE DETAIL 6/C-501
8. PROPOSED THERMOPLASTIC PAVEMENT MARKINGS. SEE DETAILS 8 AND 9 ON C-501 AND SD2019 AND SD2020 ON C-502

GENERAL NOTES

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LEGEND

- PROPOSED SKIP PAVEMENT MARKING
- PROPOSED CONCRETE
- PROPOSED WATERBORNE PAVEMENT MARKING

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J-U-B ENGINEERS, INC.
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Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

CECIL & MULLAN MEDIAN
CITY OF POST FALLS

PLAN SHEET

FILE : 07-21-055_C-001X
JUB PROJ. # : 07-21-055
DRAWN BY: BPRR
DESIGN BY: BJM
CHECKED BY: KPS
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 1/21/2022

DRAWING:
C-205

SHEET: 13 OF 17

Plot Date:1/21/2022 11:10 AM Plotted By: Braden Markham
Date Created:1/21/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-MULLAN\07-21-055_C-001X.DWG

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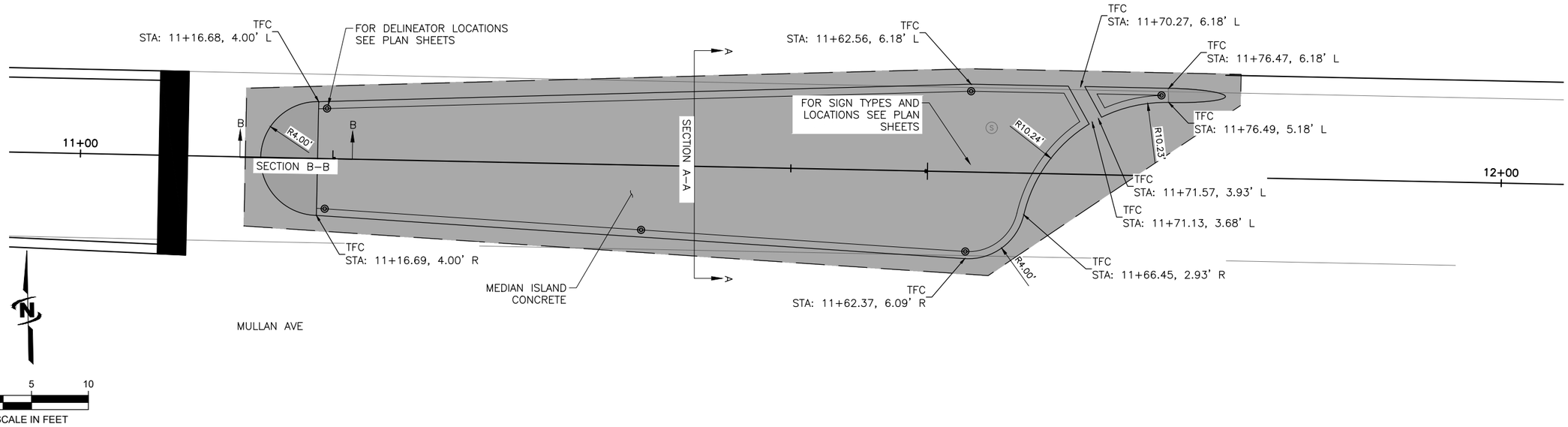


1 MEDIAN ISLAND DETAIL

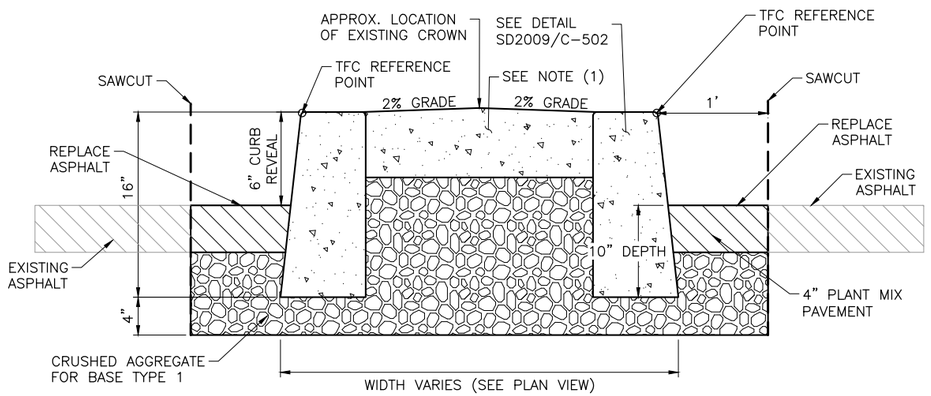
SCALE: 1" = 4'

GENERAL NOTE:

MINIMUM HORIZONTAL RADIUS FOR EXPOSED CONCRETE CORNERS IS 1/2"

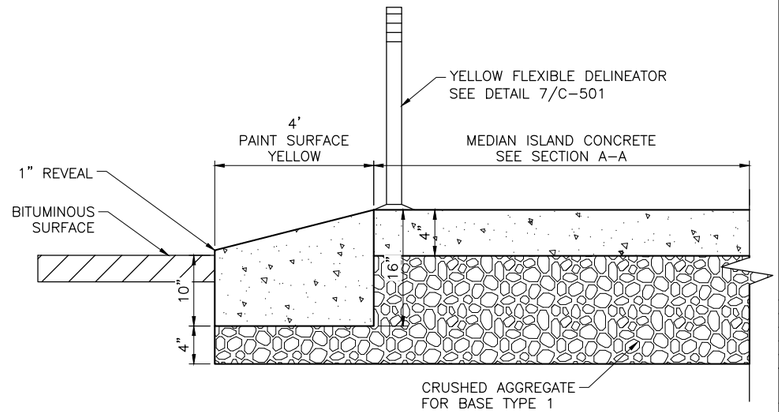
NOTES:

1. FILL CENTER OF MEDIAN ISLAND WITH CONCRETE, FLUSH WITH CONCRETE CURB (4" MIN. CONCRETE THICKNESS).
2. CONTRACTION JOINTS SHALL BE PLACED EVERY 5 FEET IN MEDIAN ISLAND AND MATCH CURB JOINTS.
3. EXPANSION JOINTS SHALL BE PLACED EVERY 20 FEET IN MEDIAN ISLAND WITH FELT EXPANSION MATERIAL EXTENDING THE FULL MEDIAN DEPTH.
4. CONCRETE SHALL BE CLASS 3000.
5. MEDIAN ISLAND SHALL BE BROOMED SURFACE WITH SLAB AND JOINT EDGES TO HAVE A $\frac{1}{4}$" RADIUS.



SECTION A-A

SCALE: NTS



SECTION B-B

SCALE: NTS

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

CECIL & MULLAN MEDIAN
CITY OF POST FALLS

MEDIAN ISLAND DETAILS

FILE :	07-21-055_C-200
JUB PROJ. # :	07-21-055
DRAWN BY:	BPRR
DESIGN BY:	BJM
CHECKED BY:	KPS

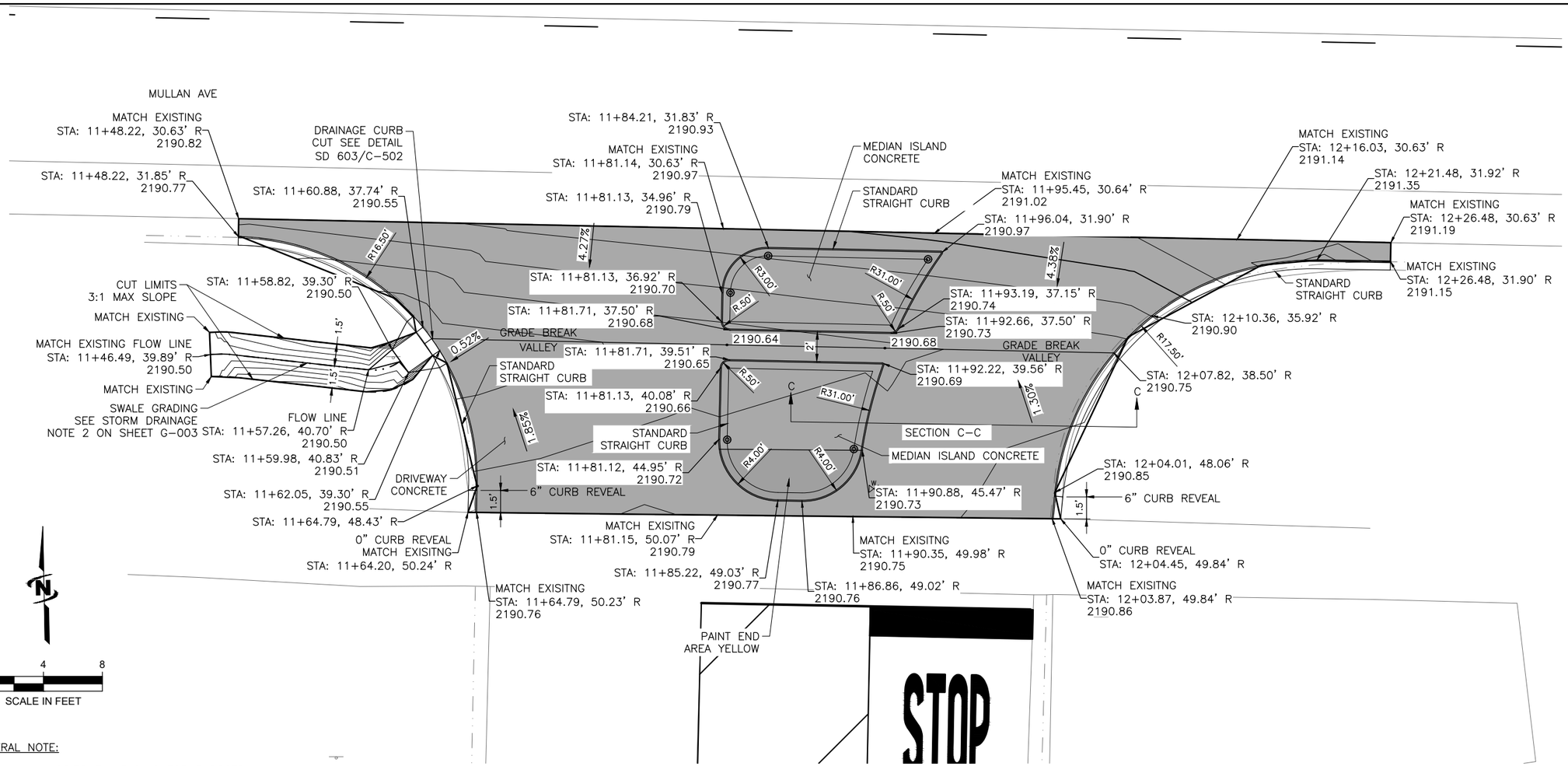
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 1/21/2022

DRAWING:
C-301

SHEET: 14 OF 17

Plot Date:1/21/2022 11:10 AM Plotted By: Braden Markham
Date Created:1/21/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-MULLAN\07-21-055_C-200.DWG

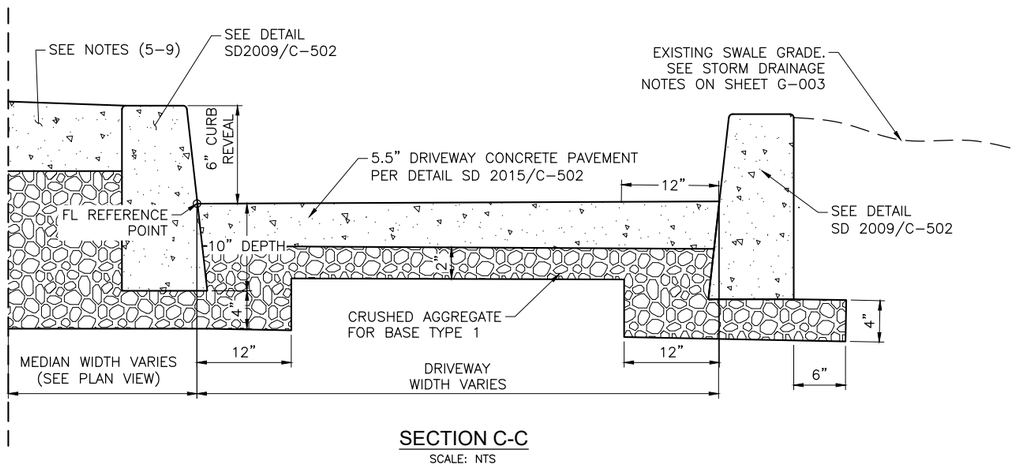


GENERAL NOTE:

1. MINIMUM HORIZONTAL RADIUS FOR EXPOSED CONCRETE CORNERS IS 1/2".
2. ALL PROPOSED CURB IS STANDARD STRAIGHT CURB. SEE DETAIL SD2009/C-502
3. ALL PROPOSED ELEVATION CALLOUTS ARE TO TOP OF CONCRETE DRIVEWAY FG AND/OR CURB FLOW LINE (BOTTOM FACE OF CURB) UNLESS OTHERWISE INDICATED.
4. ALL PROPOSED CURB RADII ARE TO TFC (TOP FACE OF CURB)
5. FILL CENTER OF MEDIAN ISLAND WITH CONCRETE, FLUSH WITH CONCRETE CURB (4" MIN. CONCRETE THICKNESS).
6. CONTRACTION JOINTS SHALL BE PLACED EVERY 5 FEET IN MEDIAN ISLAND AND MATCH CURB JOINTS.
7. EXPANSION JOINTS SHALL BE PLACED EVERY 20 FEET IN MEDIAN ISLAND WITH FELT EXPANSION MATERIAL EXTENDING THE FULL MEDIAN DEPTH.
8. CONCRETE SHALL BE CLASS 3000.
9. MEDIAN ISLAND SHALL BE BROOMED SURFACE WITH SLAB AND JOINT EDGES TO HAVE A $\frac{1}{4}$" RADIUS.

2 DRIVEWAY DETAIL

SCALE:1" = 4'



SECTION C-C

SCALE: NTS

J-U-B ENGINEERS, INC.
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PRELIMINARY PLANS

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

CECIL & MULLAN MEDIAN
CITY OF POST FALLS

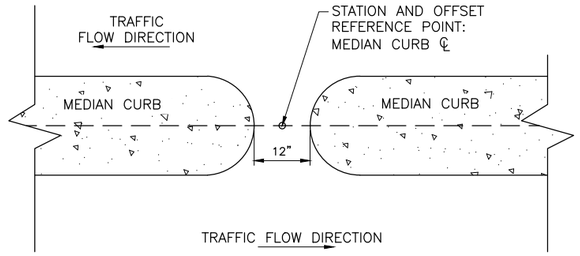
DRIVEWAY DETAIL

FILE : 07-21-055_C-200
JUB PROJ. # : 07-21-055
DRAWN BY: BPRR
DESIGN BY: BJM
CHECKED BY: KPS
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 1/21/2022

DRAWING:
C-302

SHEET: 15 OF 17

Plot Date:1/21/2022 11:10 AM Plotted By: Braden Markham
Date Created:1/21/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-MULLAN\07-21-055_C-200.DWG

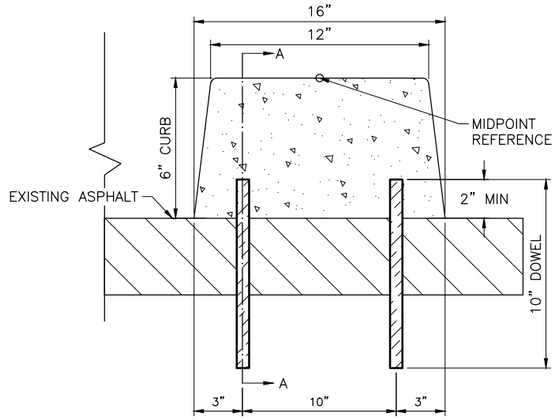


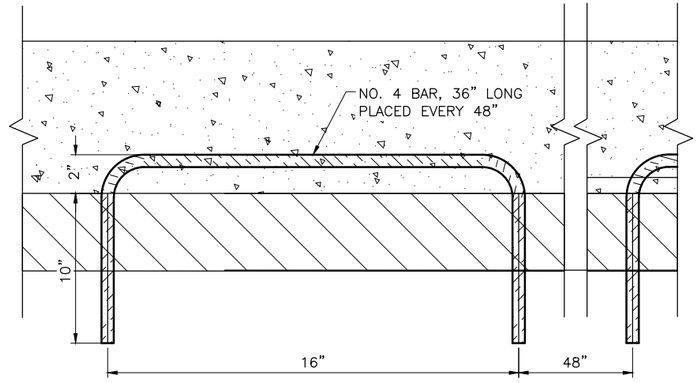
NOTE:

IF CURB DRAINAGE OPENING CONFLICTS WITH MEDIAN CURB DOWELING, SHIFT OPENING EAST OR WEST TO FALL WITHIN NEAREST 48" GAP – SEE SECTION A–A

4 / C-501

3 MEDIAN CURB CUT
SCALE:N.T.S.



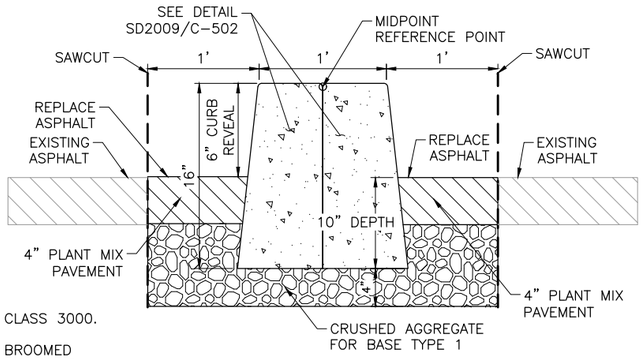


SECTION A–A

NOTES:

1. CONCRETE CURB SHALL BE DOWELED TO THE PAVEMENT. DRILL THE PAVEMENT AND PLACE DOWELS BEFORE THE CURB IS CONSTRUCTED. SEE DOWEL DETAIL.
2. CONCRETE SHALL BE CLASS 3000.
3. CONCRETE SHALL BE BROOMED SURFACE WITH SLAB AND JOINT EDGES TO HAVE A ¼" RADIUS.

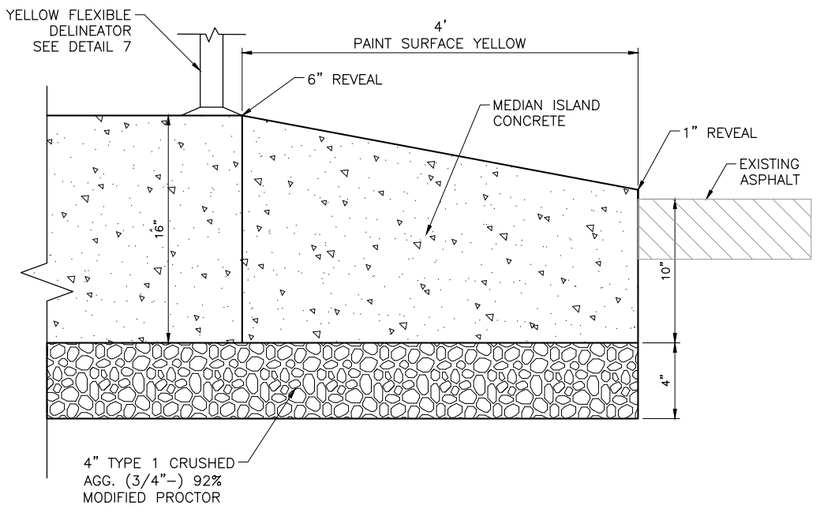
4 EXTRUDED MEDIAN CURB
SCALE:N.T.S.



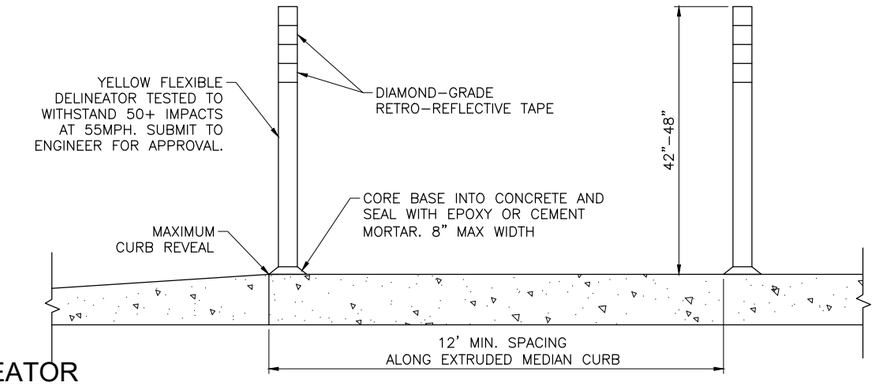
NOTES:

1. CONCRETE SHALL BE CLASS 3000.
2. CONCRETE SHALL BE BROOMED SURFACE WITH SLAB AND JOINT EDGES TO HAVE A ¼" RADIUS.

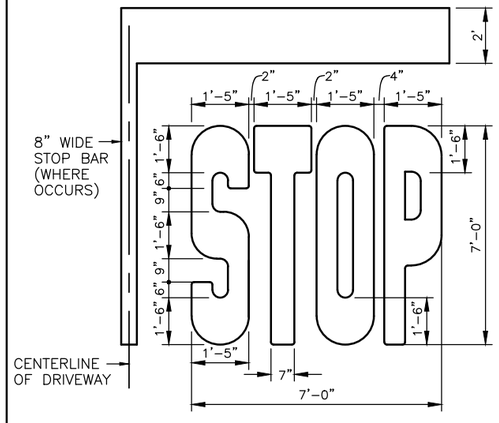
5 FULL-DEPTH MEDIAN CURB
SCALE:N.T.S.



6 MEDIAN BULLNOSE
SCALE:N.T.S.



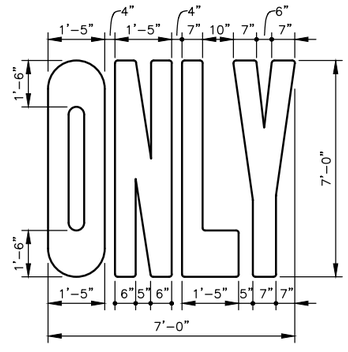
7 FLEXIBLE DELINEATOR
SCALE:N.T.S.



NOTES:

1. PAINT 'STOP' SIGN AND BARS WITH WHITE BEADED REFLECTIVE PAINT.
2. PAINT 2 COATS MINIMUM, DRY BETWEEN COATS.
3. PAINT STOP BAR 2'–0"W x 8'–0"L.

8 PAVEMENT "STOP" DETAIL
SCALE:N.T.S.



NOTES:

1. PAINT 'ONLY' SIGN WITH WHITE BEADED REFLECTIVE PAINT.
2. PAINT 2 COATS MINIMUM, DRY BETWEEN COATS.

9 PAVEMENT "ONLY" DETAIL
SCALE:N.T.S.

Know what's below. Call before you dig.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

CECIL & MULLAN MEDIAN
CITY OF POST FALLS

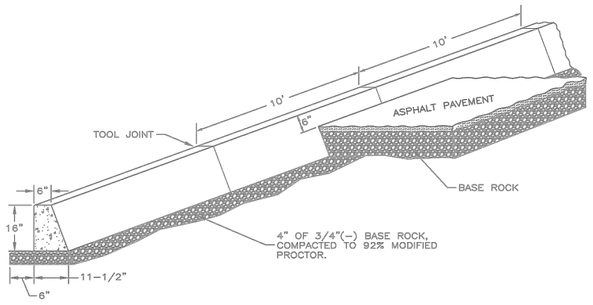
DETAILS

FILE: 07-21-055_C-501
JUB PROJ. #: 07-21-055
DRAWN BY: BPRR
DESIGN BY: BJM
CHECKED BY: KPS
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 1/21/2022

DRAWING:
C-501

SHEET: 16 OF 17

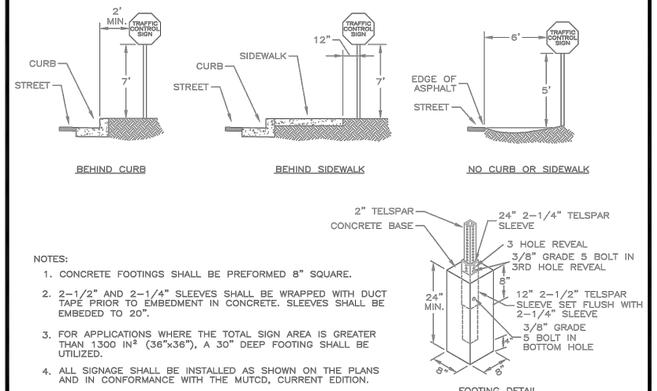
Plot Date: 1/21/2022 By: Braden Markham
Date Created: 1/21/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE\CECILRD\PAB\DESIGN\CAD\SHEET - CECIL-MULLAN\07-21-055_C-501.DWG



NOTES:

1. WHEN EXISTING CURB IS REMOVED, CARE SHALL BE TAKEN NOT TO DISTURB EXISTING PAVEMENT.
2. A BROOM FINISH IS REQUIRED.
3. FELT EXPANSION JOINTS ARE REQUIRED IN CURB AT RETURNS AND CATCH BASINS. WEAKENED PLANE JOINTS ARE REQUIRED EVERY TEN FEET.
4. FILLET ALL EXPOSED CORNERS WITH A RADIUS OF 1/2"

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	STANDARD STRAIGHT CURB	NO. SD 2009



NOTES:

1. CONCRETE FOOTINGS SHALL BE PREFORMED 8" SQUARE.
2. 2–1/2" AND 2–1/4" SLEEVES SHALL BE WRAPPED WITH DUCT TAPE PRIOR TO EMBEDMENT IN CONCRETE. SLEEVES SHALL BE EMBEDED TO 20".
3. FOR APPLICATIONS WHERE THE TOTAL SIGN AREA IS GREATER THAN 1300 IN^2 (36"x36"), A 30" DEEP FOOTING SHALL BE UTILIZED.
4. ALL SIGNAGE SHALL BE INSTALLED AS SHOWN ON THE PLANS AND IN CONFORMANCE WITH THE MUTCD, CURRENT EDITION.
5. ALL SIGN FOOTINGS SHALL BE VISUALLY INSPECTED PRIOR TO BACKFILLING AND COMPACTION

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	STREET SIGN PLACEMENT DETAIL	NO. SD 2016

NOTES:

PAVEMENT MARKINGS

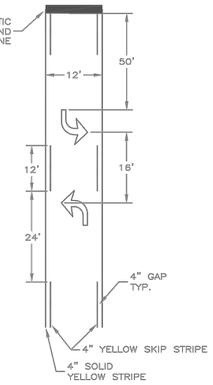
1. PAVEMENT MARKINGS REQUIRING OBLITERATION SHALL BE DONE BY GRINDING, HYDRAULIC BLASTING OR SAND BLASTING. BLACKOUT PAINT SHALL NOT BE USED.
2. PAVEMENT MARKINGS SHALL BE WATER BASED MEETING FEDERAL TEST STANDARD 595 WITH COLOR CHIP DESIGNATIONS: WHITE 37875, YELLOW 33538.
3. NEW PAVEMENTS SHALL BE ALLOWED TO CURE AT LEAST 7 DAYS BEFORE APPLYING PAVEMENT MARKINGS.
4. PAVEMENT MARKINGS SHALL BE APPLIED USING AN AIRLESS SPRAYER ON A CLEAN AND DRY SURFACE WITH AN AMBIENT AIR TEMPERATURE ABOVE 50°.
5. PAVEMENT MARKINGS SHALL BE APPLIED AT A RATE NOT TO EXCEED 100 SQUARE FEET PER GALLON AND HAVE GLASS BEADS APPLIED AT A RATE OF 6 POUNDS PER GALLON.
6. ARROWS AND LETTERING SIZE SHALL CONFORM WITH ITD TRAFFIC MANUAL 12–203.3.1
7. PRE–FORMED REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS WITH A MINIMUM THICKNESS OF 60 MILS SHALL BE UTILIZED FOR ARROWS, LETTERING, AND ANY OTHER AREA INDICATED ON THE PLANS. THERMOPLASTIC MATERIAL SHALL CONFORM TO ISPWC SECTION 1104 AND SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

CENTER TURN LANES

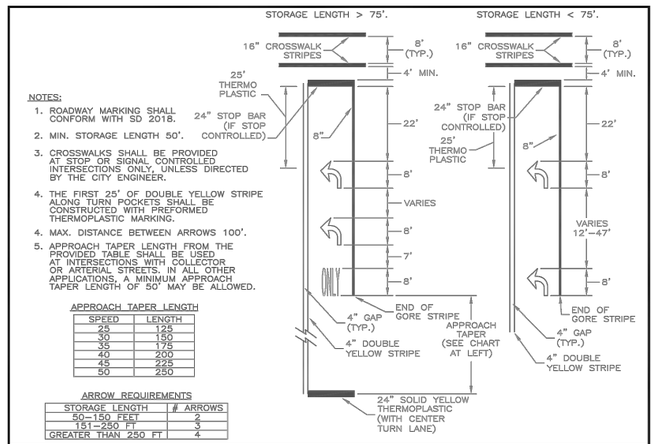
1. DOUBLE ARROWS SHALL BE PLACED 50' FROM EACH END OF THE TURN LANE AND EVENLY SPACED, APPROXIMATELY EVERY 600'.
2. CENTER TURN LANE STRIPING SHALL NOT BE EXTENDED THROUGH INTERSECTIONS WITH ARTERIAL OR COLLECTOR STREETS.

CENTERLINE SKIP STRIPING

1. CENTERLINE SKIP STRIPING SHALL UTILIZE THE SAME SPACING OF SKIPS AND STRIPES AS CENTER TURN BAYS.



APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	PAVEMENT MARKINGS	NO. SD 2019



NOTES:

1. ROADWAY MARKING SHALL CONFORM WITH SD 2018.
2. MIN. STORAGE LENGTH 50'.
3. CROSSWALKS SHALL BE PROVIDED AT STOP OR SIGNAL CONTROLLED INTERSECTIONS ONLY, UNLESS DIRECTED BY THE CITY ENGINEER.
4. THE FIRST 25' OF DOUBLE YELLOW STRIPE ALONG TURN POCKETS SHALL BE CONSTRUCTED WITH PREFORMED THERMOPLASTIC MARKING.
5. MAX. DISTANCE BETWEEN ARROWS 100'.
6. APPROACH TAPER LENGTH FROM THE PROVIDED TABLE SHALL BE USED AT INTERSECTIONS WITH COLLECTOR OR ARTERIAL STREETS. IN ALL OTHER APPLICATIONS, A MINIMUM APPROACH TAPER LENGTH OF 50' MAY BE ALLOWED.

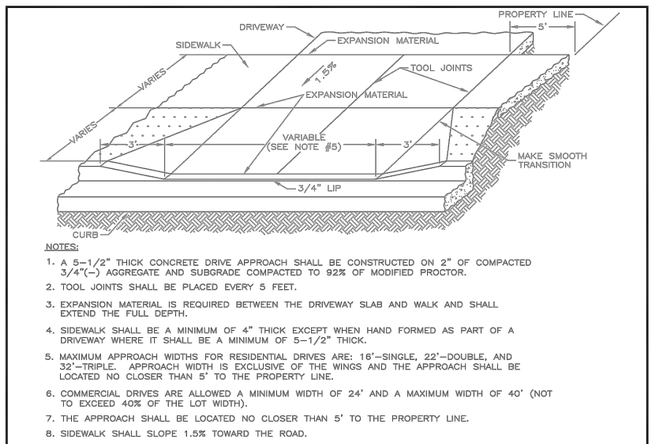
APPROACH TAPER LENGTH

SPEED	LENGTH
25	125
30	150
35	175
40	200
45	225
50	250

ARROW REQUIREMENTS

STORAGE LENGTH	# ARROWS
50–150 FEET	2
151–250 FT	3
GREATER THAN 250 FT	4

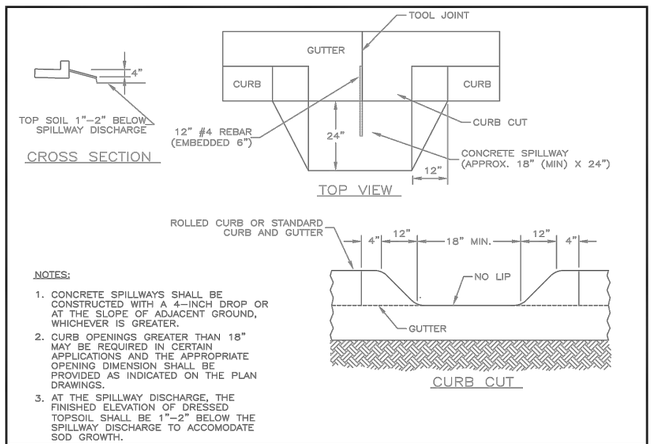
APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	TYPICAL TURN POCKET STRIPING	NO. SD 2020



NOTES:

1. A 5–1/2" THICK CONCRETE DRIVE APPROACH SHALL BE CONSTRUCTED ON 2" OF COMPACTED 3/4"(–) AGGREGATE AND SUBGRADE COMPACTED TO 92% OF MODIFIED PROCTOR.
2. TOOL JOINTS SHALL BE PLACED EVERY 5 FEET.
3. EXPANSION MATERIAL IS REQUIRED BETWEEN THE DRIVEWAY SLAB AND WALK AND SHALL EXTEND THE FULL DEPTH.
4. SIDEWALK SHALL BE A MINIMUM OF 4" THICK EXCEPT WHEN HAND FORMED AS PART OF A DRIVEWAY WHERE IT SHALL BE A MINIMUM OF 5–1/2" THICK.
5. MAXIMUM APPROACH WIDTHS FOR RESIDENTIAL DRIVES ARE: 16'–SINGLE, 22'–DOUBLE, AND 32'–TRIPLE. APPROACH WIDTH IS EXCLUSIVE OF THE WINGS AND THE APPROACH SHALL BE LOCATED NO CLOSER THAN 5' TO THE PROPERTY LINE.
6. COMMERCIAL DRIVES ARE ALLOWED A MINIMUM WIDTH OF 24' AND A MAXIMUM WIDTH OF 40' (NOT TO EXCEED 40% OF THE LOT WIDTH).
7. THE APPROACH SHALL BE LOCATED NO CLOSER THAN 5' TO THE PROPERTY LINE.
8. SIDEWALK SHALL SLOPE 1.5% TOWARD THE ROAD.

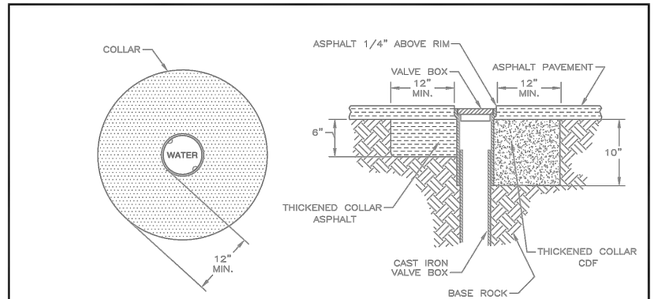
APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	DRIVEWAY APPROACH - TYPE B	NO. SD 2015



NOTES:

1. CONCRETE SPILLWAYS SHALL BE CONSTRUCTED WITH A 4–INCH DROP OR AT THE SLOPE OF ADJACENT GROUND, WHICHEVER IS GREATER.
2. CURB OPENINGS GREATER THAN 18" MAY BE REQUIRED IN CERTAIN APPLICATIONS AND THE APPROPRIATE OPENING DIMENSION SHALL BE PROVIDED AS INDICATED ON THE PLAN DRAWINGS.
3. AT THE SPILLWAY DISCHARGE, THE FINISHED ELEVATION OF DRESSED TOPSOIL SHALL BE 1"–2" BELOW THE SPILLWAY DISCHARGE TO ACCOMODATE SOD GROWTH.

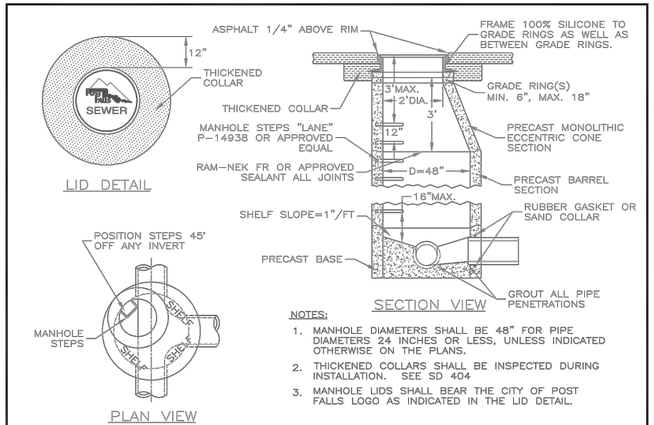
APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	DRAINAGE CURB CUT	NO. SD 603



NOTES:

1. COLLARS SHALL BE INSTALLED AROUND ALL VALVE BOXES AND MANHOLES WITHIN ROADWAYS. COLLARS SHALL BE CONSTRUCTED UTILIZING SP3 ASPHALT OR CONTROL DENSITY FILL.
2. THICKENED ASPHALT SHALL BE COMPACTED WITH A MECHANICAL TAMPER, WITH A MAXIMUM LIFT THICKNESS OF 3", PRIOR TO OVERLAYING WITH ASPHALT PAVEMENT.
3. COLLAR REQUIRES AN INSPECTION DURING INSTALLATION.

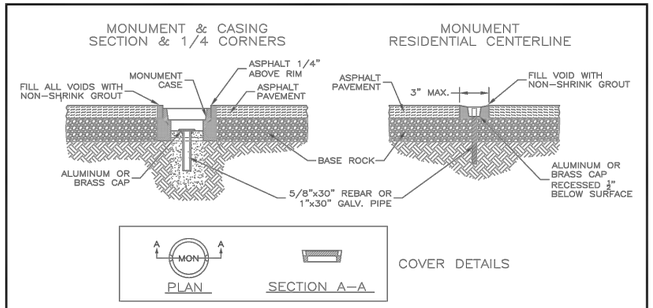
APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	THICKENED COLLAR	NO. SD 404



NOTES:

1. MANHOLE DIAMETERS SHALL BE 48" FOR PIPE DIAMETERS 24 INCHES OR LESS, UNLESS INDICATED OTHERWISE ON THE PLANS.
2. THICKENED COLLARS SHALL BE INSPECTED DURING INSTALLATION. SEE SD 404
3. MANHOLE LIDS SHALL BEAR THE CITY OF POST FALLS LOGO AS INDICATED IN THE LID DETAIL.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	MANHOLE DETAIL	NO. SD 501



NOTES:

1. SURVEY MONUMENTS SHALL BE PLACED IN ACCORDANCE WITH IDAPA 50–1303, AND UTILIZE A BRASS, ALUMINUM, OR OTHER NONFERROUS METAL CAP.
2. MONUMENT CASINGS SHALL BE UTILIZED FOR ALL GOVERNMENT SECTION CORNERS WITHIN THE ROADWAY OR SURVEY MONUMENTS LOCATED WITHIN COLLECTOR OR ARTERIAL ROADWAYS.
3. ASPHALT PAVEMENT SHALL BE CORED WITH A HOLE DIAMETER EQUAL TO THE LARGEST DIAMETER OF THE MONUMENT CASE. ALL VOIDS SHALL BE FILLED WITH NON–SHRINK GROUT.
4. MONUMENT CASE CASTINGS SHALL BE GREY IRON, ASTM A–48, CLASS 25.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	SURVEY MONUMENT DETAIL	NO. SD 2022

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

CECIL & MULLAN MEDIAN
CITY OF POST FALLS

DETAILS

FILE : 07-21-055_C-501
JUB PROJ. # : 07-21-055
DRAWN BY: BPRR
DESIGN BY: BJM
CHECKED BY: KPS
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 1/21/2022

DRAWING:
C-502

SHEET: 17 OF 17

Know what's below. Call before you dig.

Plot Date:1/21/2022 11:10 AM Plotted By: Braden Markham
Date Created:1/21/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-MULLAN07-21-055_C-501.DWG

April 11, 2022

Mr. Rob Palus, P.E.
Assistant City Engineer
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

RE: MULLAN AVE AND CECIL ROAD ACCESS SAFETY PROJECT– BID REVIEW

Dear Mr. Palus:

On April 8, the City of Post Falls received two bids for the Mullan Avenue and Cecil Road Access Safety Project. The apparent low bid was submitted by LaRiviere, Inc. with a total Bid price of $170,062.20. For comparison, the Engineer's Opinion of Probable Cost for the project is $125,355 with contingency. A summary of the bids is included below:

BIDDER	Base Bid Total
LaRiviere Inc.	$170,062.20
Interstate Concrete and Asphalt, Co.	$260,856.05

We have reviewed the bids to determine general compliance with the administrative requirements of the bidding phase (i.e. whether each bid received was responsive) based on the following:

- Bid received on time in a properly sealed envelope
- Addenda properly acknowledged
- Bid Form was completed in general conformance with the Instructions to Bidders
- Bid Security included
- Bidder's Idaho Contractor License number included
- Bid signed
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC are listed when required – this project does not require these services)

- Non-Collusion, and Anti-Discrimination completed

Our review did not include the following:

- Verification of the Bidder's business legal status,
- The signatory's authority to sign, and
- Other possible legal reasons for considering the bids unresponsive.

The bid documents for the two lowest bids, LaRiviere, Inc. and Interstate Concrete and Asphalt, Co. appear to be complete.

J-U-B verified the status of the Idaho Public Works license for LaRiviere, Inc. We reviewed the license status on the Idaho Division of Building Safety (DBS) Public Works Contractor License Search (eTRAKiT) website on April 11, 2022 for all listed contractors.

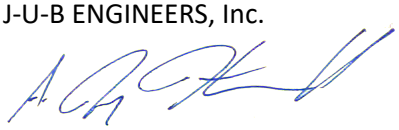
Based on our review of the contract documents, and upon completion of further review and concurrence by City legal staff, we recommend the City consider awarding the project to LaRiviere, Inc. for a total contract price of One Hundred Seventy Thousand Sixty-Two and 20/100 Dollars ($170,062.20). A copy of the bid from LaRiviere, Inc. is on file at the City and the Bid Abstract is **enclosed** for reference.

Please conduct any additional review deemed necessary. The draft Notice of Award (NOA) is **enclosed,** and we will move forward with the preparation of the Contract Documents for LaRiviere, Inc. to be included with an executed NOA provided by the city. J-U-B also recommends adding a construction contingency to the project as part of the award authorization request for city staff use during construction in addition to the award.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,

J-U-B ENGINEERS, Inc.



A. Jay Hassell, P.E.

Project Manager

Enclosures

Mullan Avenue & Cecil Road Access Safety Project
BID OPENING - Post Falls City Hall - 2:00 P.M. - April 8, 2022

Engineer's Opinion of Probable Cost: $125,355.00

BID ABSTRACT

				BIDDER NAME: LaRiviere Inc. ADDRESS: 17564 N Dylan Ct Rathdrum, ID 83858		BIDDER NAME: Interstate Concrete and Asphalt, Co. ADDRESS: 8849 W Wyoming Avenue Rathdrum, ID 83858	
ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
202.4.1.D.1	Excavation	1	LS	$5,804.00	$5,804.00	$38,200.00	$38,200.00
705.4.1.A.1	Median Island Concrete – Class 3000	69.9	SY	$122.00	$8,527.80	$185.35	$12,955.97
706.4.1.A.2	Standard Straight Curb	263	LF	$71.00	$18,673.00	$60.00	$15,780.00
706.4.1.A.4	Full-Depth Median Curb	19	LF	$104.00	$1,976.00	$190.00	$3,610.00
706.4.1.A.6	Extruded Median Curb	449	LF	$67.00	$30,083.00	$33.75	$15,153.75
706.4.1.F.1	Concrete Driveway Approach	85.7	SY	$136.00	$11,655.20	$250.00	$21,425.00
802.4.1.B.1	Crushed Aggregate for Base Type I	114.2	TON	$36.00	$4,111.20	$105.15	$12,008.13
810.4.1.A.1	Plant Mix Pavement	22	TON	$368.00	$8,096.00	$730.00	$16,060.00
1001.4.1.A.1	Sediment Control	1	LS	$3,243.00	$3,243.00	$1,375.00	$1,375.00
1103.4.1.A.1	Construction Traffic Control	1	LS	$13,920.00	$13,920.00	$50,200.00	$50,200.00
1104.4.1.A.1	Waterborne Pavement Markings	614	SF	$5.00	$3,070.00	$4.20	$2,578.80
1104.4.1.B.1	Thermoplastic Pavement Markings	232	SF	$17.00	$3,944.00	$14.20	$3,294.40
1105.4.1.E.1	Permanent Signing	1	LS	$8,844.00	$8,844.00	$7,300.00	$7,300.00
2010.4.1.A.1	Mobilization, Demobilization, Bonding, and Insurance	1	LS	$34,442.00	$34,442.00	$54,600.00	$54,600.00
2020.4.1.A.1	Survey Monument	2	EA	$4,094.00	$8,188.00	$1,498.50	$2,997.00
2030.4.1.A.1	Manhole, Adjust to Grade	1	EA	$1,248.00	$1,248.00	$448.00	$448.00
2030.4.1.C.1	Valve Box, Adjust to Grade	1	EA	$1,117.00	$1,117.00	$305.00	$305.00
SP-1	Flexible Delineators	20	EA	$156.00	$3,120.00	$128.25	$2,565.00
			BASE BID TOTAL		$170,062.20		$260,856.05
			Completed Bid Form	Yes		Yes	
			Addenda Acknowledged	Yes		Yes	
			General Contractor Public Works License Number	PWC-C-17425-U-1,2,3		PWC-C-12090-U-1,2,3	
			Anti-Discrimination Affidavit	Yes		Yes	
			Non-Collusion Affidavit	Yes		Yes	
			Bid Security	Yes*		Yes	
			Naming of Subcontractors				
			Electrical	Not Required.		N/A	
			HVAC	Not Required.		N/A	
			Plumbing	Not Required.		N/A	

Notes:
*Contractor's seal could not be verified from scanned copy of Bid.

City of Post Falls, Idaho
Mullan Avenue & Cecil Road Access Safety Project

Notice of Award

Date: April 11, 2022

Project: Mullan Avenue and Cecil Road Access Safety Project	
Owner: City of Post Falls	Owner's Contract No.:
Contract:	Engineer's Project No.: 07-21-055
Bidder: LaRiviere, Inc.	
Bidder's Address: 17564 North Dylan Court	
Rathdrum, Idaho 83858	

You are notified that your Bid dated 04/08/2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Mullan Avenue and Cecil Road Access Safety Project.

Converting about 470' of two-way left turn lane along Mullan Avenue into left-turn-only lanes via median curbs and installing a median island and a driveway island on a southern access. Work includes asphalt and concrete repaving, concrete curbs and islands, signing, striping, and traffic control.

The Contract Price of your Contract is One Hundred Seventy Thousand Sixty-Two and 20/100 Dollars ($170,062.20).

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [2] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01).

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By:_____
Authorized Signature

_____
Title

Copy to Engineer

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CITY OF POST FALLS
AGENDA REPORT
New Business

MEETING DATE: 5/3/2022

DATE: 4/27/2022 9:26 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert S. Palus, PE – Assistant City Engineer

SUBJECT: Poleline Ave. & Cecil Rd. Roundabout - Acquisition of Rights-Of-Way and Easements

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ITEM AND RECOMMENDED ACTION:
With approval, the Council would authorize the Mayor's signature to enter into three (3) separate Right-of-Way and Easement Acquisition agreements needed to construct the Poleline Ave. and Cecil Rd roundabout. A recommendation for approval should be conditioned on subsequent City Council action regarding the award of the contract to construct the Poleline Ave. & Cecil Rd. roundabout.

DISCUSSION:
At the March 15, 2022 City Council meeting, staff requested approval to advertise and receive bids for the Poleline Ave. & Cecil Rd. roundabout. At that meeting, it was identified that staff had negotiated acquisitions of rights-of-way and easements necessary to construct the roundabout, however, the acquisitions were verbal only at that time. Staff has acquired completed acquisitions and purchase agreements from the three (3) properties. The agreements are summarized as follows:

- SL Investments, LLC (NW Corner of Intersection) - $15,049.00 plus roadway improvements along Polemine.
    - Acquire 3,574.73 square feet of rights-of way
    - Acquire 1,860.86 square feet of easement
    - Acquire temporary construction easement
- Upper Columbia Mission Society of Seventh Day Adventists (NE Corner of Intersection) - $20,974.64 plus roadway improvements along Poleline Ave., sign relocation and driveway relocation.
    - Acquire 230 square feet of rights-of-way
    - Acquire 4,873.66 square feet of easement
    - Acquire temporary construction easement
- Post Falls School District – (SW Corner of Intersection) - $0.00 plus improvements regarding fencing and access modifications.
    - Acquire 917.73 square feet of rights-of way
    - Acquire 2,225.27 square feet of easement
    - Acquire temporary construction easement

Most of the projects funding is being provided by the Post Falls Urban Renewal Agency (PFURA). The costs for acquisition of rights-of-way and easements were not covered by the PFURA and are a City responsibility.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 6, 2021	MOU with PFURA for Cecil/Poleline and Cecil/Mullan Intersection Improvements
August 3, 2021	Professional Services Agreement with JUB for Design of Cecil/Poleline and Cecil/Mullan Intersection Improvements.
March 3, 2022	First addendum to MOU with PFURA for Cecil/Poleline and Cecil/Mullan Intersection Improvements.
March 15, 2022	Request to bid project

APPROVED OR DIRECTION GIVEN:
Council has approved project related actions to date.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$36,023.64

BUDGET CODE:
037-431.0000.95137 (Street Impact Fees)

SUPPORTING DOCUMENTS:
A copy of the permanent and construction easement purchase agreements are attached.

RIGHT-OF-WAY AND EASEMENT PURCHASE AGREEMENT

Poleline Avenue / Cecil Road Roundabout

THIS AGREEMENT is made and entered into by and between the City of Post Falls ("City"), a municipal corporation, whose address is 408 N. Spokane Street, Post Falls, ID 83854, and **SL Investment Properties, LLC**, an Idaho Corporation, whose address is 10157 N. Taryne, Hayden, ID. 83835 ("Grantor") for the grant of rights-of-way and easements to the City as further described herein, under the following terms and conditions:

1. The Grantor agrees to deliver the following fully executed documents to the City: Road Right-of-Way, Permanent Easement, and Temporary Construction Easement in the forms attached hereto and incorporated herein by reference as Exhibits "A", "B", "C" and "D" conveying to the City Rights-of-Way; along with Permanent and Temporary Construction easements for the purposes of roadway construction, utility relocations sidewalk construction, landscaping, and other grading work associated with the construction of roadway improvements at the intersection of Poleline Avenue and Cecil Road.

2. City agrees to pay the Grantor, upon receipt of the executed road right-of-way and easements, as full consideration of the grant of right-of-way, easements, and any damages to the Grantor's property resulting from the use of the property by the City the following consideration:

Property Acquisition		
New Roadway Rights-of-Way (Exhibit "A")	2,038.91 sq. feet @	$4.00 per sq. foot $ 8,155.64
Convert Permanent Easement to Roadway Rights-of-Way (Exhibit "B")	1,535.82 sq. feet @	$2.00 per sq. foot $3,071.64
New Permanent Easement (Exhibit "C")	1,860.86 sq. feet @	$2.00 per sq. foot $3,721.72
Temporary Construction Easement (Exhibit "D")	lump sum @	$ 100.00
	Total	**$ 15,049.00**

Non-financial Consideration:
City agrees to restore the Grantor's property to an equal or better condition upon completion of construction. The work is generally envisioned to entail grading any areas disturbed by construction, landscape restoration with an application of hydro-seeding (lawn turf mixture), and the repair and adjustment of irrigation systems impacted within the disturbed areas of the easements.

The City will, as part of the project, relocate the existing fencing within the existing project limits to the new right-of-way and easement limits, as applicable.

The City will, as part of the project, construct missing frontage improvements within the project limits of Poleline Avenue. Improvements include roadway widening, curb & gutter, stormwater swales, 10-foot asphalt path and roadway illumination.

The total non-financial consideration shall constitute full and final consideration for the easement granted herein, and more particularly articulated in Exhibits "A", "B" "C" and "D".

3. City's rights-of-way and easement rights shall commence on the date of delivery of the easements to the City.

4. Grantor agrees that this agreement shall constitute the entire agreement between the parties.

5. The parties agree that the Temporary Construction Easement shall terminate at the completion of the warranty period for the construction of the City Post Falls – Poleline Avenue / Cecil Road Roundabout, one (1) year from the date of final acceptance of improvements by the City from the contractor.

6. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____ 2022.

CITY

_____
Ronald G. Jacobson, Mayor

GRANTOR

_____
SL Investment Properties, LLC
John Hemmingson – Manager

_____
SL Investment Properties, LLC
Tyler Haug - Manager

ATTEST:

_____
Shannon Howard, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of _____, 2022, before me, a Notary Public, personally appeared *Ronald G. Jacobson* and *Shannon Howard* known to me to be the *Mayor* and *City Clerk,* respectively, of the City of Post Falls that executed the foregoing instrument and acknowledged to me that said City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at:_____
My Commission expires: _____

ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this 12th day of April, 2022, before me, a Notary for the state of Idaho, personally appeared John Hemmingson and Tyler Haug known, or identified to me to be the Managers, of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LISA BRINER
Notary Public - State of Idaho
Commission Number 20191827
My Commission Expires Sep 9, 2025

_____
Notary Public for the state of Idaho
Residing at: Post Falls, ID
Commission Expires: 9/9/25

Exhibit "A"
GRANT OF RIGHT-OF-WAY

KNOWN ALL MEN BY THESE PRESENTS, that **SL Investment Properties, LLC, 10157 N. Taryne, Hayden, ID 83835** for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, do hereby grant, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property, to wit:

A portion of land located in the northeast quarter of the southwest quarter of section 25, Township ~~51~~ north, Range 05 west, Boise Meridian, City of Post Falls, Kootenai County, State of Idaho; more particularly described as follows:

Commencing at the south quarter corner of said Section 25, to which the southwest corner bears north 88° 36' 28" west, as shown on the Plat of Knapp Addition and recorded in Book J Page 165, in the Records of Kootenai County, Idaho; Thence north 88° 36' 28" west, along said south line of Section 25, 50.00 feet to a point; thence north 00° 41' 24" east, parallel with the east line of the southwest quarter of Section 25, 60.00 feet to a point at the existing intersection of the northerly and westerly lines of an easement granted to the City of Post Falls in instrument 1888398, records of Kootenai County; said point being the point of beginning of this description.

Thence continuing along the along the northerly line of said easement in instrument 1888398, north 88° 36' 28" west, 83.07 feet;

Thence leaving said northerly easement line, north 60° 37' 56" east, 95.98 feet to a point on the westerly line of the aforementioned easement in instrument 1888398;

Thence southerly along the westerly line of said easement, south 00° 41' 24" west, 49.09 feet, returning to the point of beginning.

Said parcel containing 2,038.91 square feet (0.05 acres) more or less

TO HAVE AND TO HOLD such right-of-way for public purposes, the Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

IN WITNESS WHEREOF_____ the Grantors have caused this instrument to be executed this _____ day of _____, 20____.

John Hemmingson – Manager
SL Investment Properties, LLC

Tyler Haug – Manager
SL Investment Properties, LLC

ACKNOWLEDGEMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this 6th day of April 2023 before me, a Notary for the state of Idaho, personally appeared John Hemmingson known, or identified to me to be the manager or a member of the limited liability company that executed this instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LISA BRINER
Notary Public - State of Idaho
Commission Number 20191827
My Commission Expires Sep 9, 2025

Notary Public for the state of Idaho
Residing at: Post Falls, ID
Commission Expires: 9/9/25

STATE OF IDAHO)
:ss
County of Kootenai)

On this 6th day of April 2023 before me, a Notary for the state of Idaho, personally appeared Tyler Haug known, or identified to me to be the manager or a member of the limited liability company that executed this instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LISA BRINER
Notary Public - State of Idaho
Commission Number 20191827
My Commission Expires Sep 9, 2025

Notary Public for the state of Idaho
Residing at: Post Falls, ID
Commission Expires: 9/9/25

CITY OF POST FALLS

This Grant of Right-Of-Way has been approved and accepted by the Post Falls City Council this _____ day of _____ 20___.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

State Of Idaho)
:ss
County of Kootenai)

On this ___ day of _____, 20___, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____
Notary Public for the state of Idaho
Residing at:_____
Commission Expires:_____

Exhibit "B"
GRANT OF RIGHT-OF-WAY

KNOWN ALL MEN BY THESE PRESENTS, that SL Investment Properties, LLC, 10157 N. Taryne, Hayden, ID 83835 for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, do hereby grant, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property, to wit:

A portion of land located in the northeast quarter of the southwest quarter of section 25, Township ~~51~~ north, Range 05 west, Boise Meridian, City of Post Falls, Kootenai County, State of Idaho; more particularly described as follows:

Commencing at the south quarter corner of said Section 25, to which the southwest corner bears north 88° 36' 28" west, as shown on the Plat of Knapp Addition and recorded in Book J Page 165, in the Records of Kootenai County, Idaho; Thence north 88° 36' 28" west, along said south line of Section 25, 40.00 feet to a point; thence north 00° 41' 24" east, parallel with the east line of the southwest quarter of Section 25, 50.00 feet to the existing intersection of the northerly and westerly right of way lines as easement granted to the City of Post Falls in instrument 1888396, records of Kootenai County; said point being the point of beginning of this description.

Thence along the along the northerly right of way line of Poleline Avenue, as granted in said grant of right of way in instrument 1888398, north 88° 36' 28" west, 110.00 feet;

Thence leaving said northerly right of way line of Poleline Avenue, north 60° 37' 56" east, 19.55 feet to a point on the northerly line of an easement granted to the City of Post Falls in instrument 1888398;

Thence easterly along said northern line of easement in instrument 1888398, south 88° 36' 28" east, 83.07 feet, to the intersection with the westerly line of said easement;

Thence northerly along the western line of said easement, north 00 41'24" east;

Thence leaving said easement line, north 60° 37' 56" east, 11.55 feet to a point on the westerly line of Cecil Road as granted to the City of Post Falls in instrument 1888396;

Thence southerly along said westerly right of way line of Cecil Road, south 00° 41' 24" west, 65.00 feet, returning to the point of beginning.

Said parcel containing 1,535.82 square feet (0.04 acres) more or less

TO HAVE AND TO HOLD such right-of-way for public purposes, the Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

IN WITNESS WHEREOF_____ the Grantors have caused this instrument to be executed this _____ day of _____, 2022.

John Hemmingson – Manager
SL Investment Properties, LLC

Tyler Haug – Manager
SL Investment Properties, LLC

ACKNOWLEDGEMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this 6th day of April 2022, before me, a Notary for the state of Idaho, personally appeared John Hemmingson known, or identified to me to be the manager or a member of the limited liability company that executed this instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LISA BRINER
Notary Public - State of Idaho
Commission Number 20191827
My Commission Expires Sep 9, 2025

Notary Public for the state of Idaho
Residing at: Post Falls, ID
Commission Expires: 9/9/25

STATE OF IDAHO)
:ss
County of Kootenai)

On this 6th day of April 2022, before me, a Notary for the state of Idaho, personally appeared Tyler Haug known, or identified to me to be the manager or a member of the limited liability company that executed this instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LISA BRINER
Notary Public - State of Idaho
Commission Number 20191827
My Commission Expires Sep 9, 2025

Notary Public for the state of Idaho
Residing at: Post Falls, ID
Commission Expires: 9/9/25

CITY OF POST FALLS

This Grant of Right-Of-Way has been approved and accepted by the Post Falls City Council this _____ day of _____ 20___.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

State Of Idaho)
:ss
County of Kootenai)

On this ___ day of _____, 20___, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____
Notary Public for the state of Idaho
Residing at:_____
Commission Expires:_____

Exhibit "C"
GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, SL Investment Properties, LLC, 10157 N. Taryne, Hayden, ID 83835, herein after termed "Grantors", for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public *stormwater drainage facility* over, under, upon and across the following described property, to wit:

A portion of land located in the northeast quarter of the southwest quarter of section 25, Township ~~51~~ north, Range 05 west, Boise Meridian, City of Post Falls, Kootenai County, State of Idaho; more particularly described as follows:

Commencing at the south quarter corner of said Section 25, to which the southwest corner bears north 88° 36' 28" west, as shown on the Plat of Knapp Addition and recorded in Book J Page 165, in the Records of Kootenai County, Idaho; Thence north 88° 36' 28" west, along said south line of Section 25, 50.00 feet to a point; thence north 00° 41' 24" east, parallel with the east line of the southwest quarter of Section 25, 60.00 feet to a point at the existing intersection of the northerly and westerly lines of an easement granted to the City of Post Falls in instrument 1888398, records of Kootenai County; Thence along the northerly line of said easement, north 88° 36' 28" west, 110 feet, to the point of beginning of this description.

Thence continuing along the along the northerly line of said easement in instrument 1888398, north 88° 36' 28" west, 36.93 feet;

Thence leaving said northerly easement line, north 62° 47' 28" east, 135.77 feet to a point on the westerly line of the aforementioned easement in instrument 1888398;

Thence southerly along the westerly line of said easement, south 00° 41' 24" west, 15.91 feet;

Thence leaving said easement, south 60° 37' 56" east, 95.98 feet, returning to the point of beginning.

Said parcel containing 1,860.86 square feet (0.04 acres) more or less

TO HAVE AND TO HOLD said easement for public stormwater drainage facility purposes so long as the same shall be used, operated and maintained as such. The Grantors herein expressly limit the grant and quitclaim of this easement to their respective interest, and that of their successors, in that parcel of land over, under, upon and across which said easement lies.

DATED AND DONE this _____ day of _____,

John Hemmingson – Manager
SL Investment Properties, LLC

Tyler Haug – Manager
SL Investment Properties, LLC

ACKNOWLEDGEMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this 6th day of April, 2022 before me, a Notary for the state of Idaho, personally appeared John Hemmingson known, or identified to me to be the manager or a member of the limited liability company that executed this instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LISA BRINER
Notary Public - State of Idaho
Commission Number 20191827
My Commission Expires Sep 9, 2025

Notary Public for the state of Idaho
Residing at: Post Falls, ID
Commission Expires: 9/9/25

STATE OF IDAHO)
:ss
County of Kootenai)

On this 6th day of April 2022 before me, a Notary for the state of Idaho, personally appeared Tyler Haug known, or identified to me to be the manager or a member of the limited liability company that executed this instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LISA BRINER
Notary Public - State of Idaho
Commission Number 20191827
My Commission Expires Sep 9, 2025

Notary Public for the state of Idaho
Residing at: Post Falls, ID
Commission Expires: 9/9/25

CITY OF POST FALLS

This easement has been approved and accepted by the Post Falls City Council this _____ day of _____ 20___.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

State Of Idaho)
:ss
County of Kootenai)

On this ___ day of _____, 20___, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____
Notary Public for the state of Idaho
Residing at:_____
Commission Expires:_____

Exhibit "D"
Temporary Construction Easement

Project Name: Poleline Ave. & Cecil Rd. Roundabout
Parcel No(s): P-7050-250-60AA (northwest corner Poleline Ave. / Cecil Rd.)

KNOW ALL MEN BY THESE PRESENT, that **SL Investment Properties, LLC,** hereinafter "Grantor", whose address is **10157 N. Taryne, Hayden, ID 83835**, in consideration of the benefits to be received from the facility to be constructed and other good and valuable consideration the receipt of which is hereby acknowledged, hereby grants unto the City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854, and its successors and assigns, hereinafter "Grantee", the right to go upon, occupy, and use the following described property:

A portion of the southwest quarter of Section 25, T. 51 N., R. 05 W., B.M., City of Post Falls, Kootenai County, State of Idaho.

A portion of the property as shown on Exhibit "1" (plan sheets G-001, C-207, C-208, C-301, C-303, C-904) attached hereto, and made a part hereof.

For the purpose of constructing a roundabout and associated public rights-of-way improvements within the existing rights-of-way and easements. Including grading and reseeding adjacent to the right-of-way together with the right and privilege of ingress and egress to and from said property for said purposes.

Grantor understands and agrees that Grantee may be required to add fill or remove excess soil to match the elevation of the constructed facilities.

It is expressly intended that these burdens and restrictions shall be in full force and effect and shall bind the Grantor, his heirs, successors and assigns.

The Grantor understands that this agreement shall terminate upon the completion of the referenced project.

The Grantor does hereby covenant with the Grantee that he lawfully owns and possesses the aforementioned and described tract of land, and that he has a good and lawful right to convey such use.

IN WITNESS WHEREOF, Grantor has hereunto set his hand this_____day of_____ _____, 2022.

GRANTOR Signed:

_____
John Hemmingson – Manager
SL Investment Properties, LLC

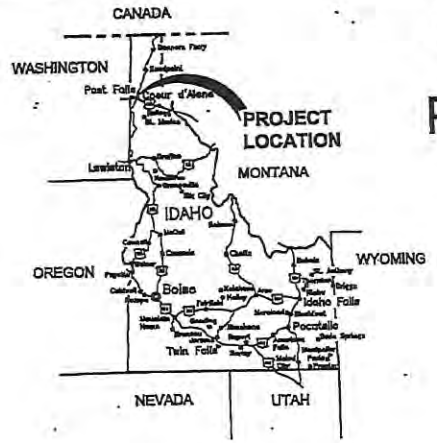
_____
Tyler Haug – Manager
SL Investment Properties, LLC

_____
Witness (Sign and Print Name)

CITY OF POST FALLS

POLELINE AVE AND CECIL RD ROUNDABOUT

MARCH 2022



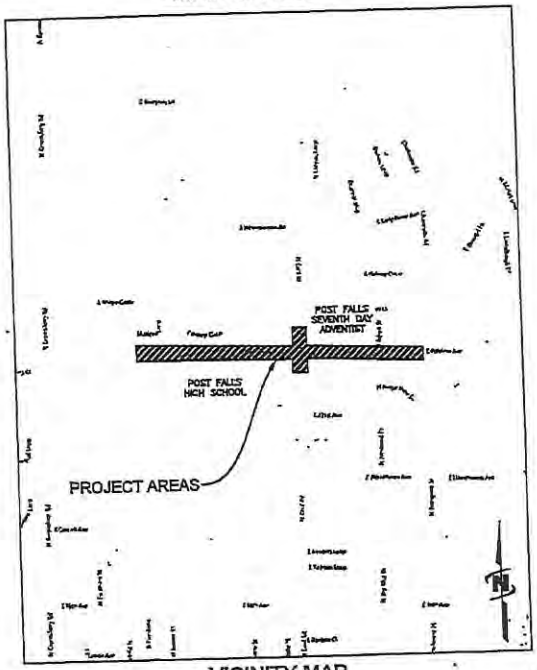
LOCATION MAP

OWNER

CITY OF POST FALLS, IDAHO

RONALD JACOBSON	MAYOR
KERRI THORESON	COUNCIL SEAT 1
JOSH WALKER	COUNCIL SEAT 2
JOE MALLOY	COUNCIL SEAT 3
NATHAN ZIEGLER	COUNCIL SEAT 4
LYNN BORDERS	COUNCIL SEAT 5
KENNY SHOVE	COUNCIL SEAT 6

CITY OF POSTFALLS



VICINITY MAP
T51N, R5W B.M.

PROJECT NO. 07-21-055

INDEX OF SHEETS	
Sheet Number	Sheet Title
GENERAL	
G-001	COVER SHEET
G-002	GENERAL NOTES
G-003	GENERAL NOTES
G-004	DRAWING MANAGEMENT
G-005	GENERAL SYMBOLS
SURVEY	
V-101	TOPOGRAPHIC SURVEY
V-102	TOPOGRAPHIC SURVEY
V-103	TOPOGRAPHIC SURVEY
V-104	TOPOGRAPHIC SURVEY
DEMOLITION	
C-101	DEMOLITION
C-102	DEMOLITION
C-103	DEMOLITION
C-104	DEMOLITION
ROADWAY SECTIONS	
C-200	ROADWAY SECTIONS
C-201	ROADWAY SECTIONS
ROADWAY PLAN AND PROFILE	
C-202	STA 10+70.00 TO STA 14+00.00
C-203	STA 19+00.00 TO STA 23+00.00
C-204	STA 23+00.00 TO STA 27+00.00
C-205	STA 27+00.00 TO STA 31+00.00
C-206	STA 31+00.00 TO STA 35+00.00
C-207	STA 39+00.00 TO STA 42+00.00
C-208	STA 42+00.00 TO STA 45+00.00
C-209	STA 45+00.00 TO STA 47+00.00
ROUNDABOUT PLAN AND PROFILE	
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C-302	ROUNDABOUT – TRUCK APRON LIPLINE
C-303	ROUNDABOUT– NORTHWEST LIPLINE
C-304	ROUNDABOUT – SOUTHWEST LIPLINE
C-305	ROUNDABOUT – SOUTHEAST LIPLINE
C-306	ROUNDABOUT – NORTHEAST LIPLINE
C-307	ROUNDABOUT – SPLITTER ISLAND DETAILS
C-308	ROUNDABOUT – SPLITTER ISLAND DETAILS
SIGNING AND STRIPING	
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C-402	SIGNING AND PAVEMENT MARKINGS
C-403	SIGNING AND PAVEMENT MARKINGS
C-404	SIGNING AND PAVEMENT MARKINGS
C-405	PAVEMENT MARKINGS
C-406	SIGNING
C-407	SIGNING AND PAVEMENT MARKINGS
C-408	SIGNING AND PAVEMENT MARKING DETAILS
C-409	SIGNING AND PAVEMENT MARKING DETAILS
C-410	SIGNING AND PAVEMENT MARKING DETAILS

DETAILS	
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C-507	PAVING DETAILS
C-508	PAVING DETAILS
C-509	PAVING DETAILS
C-510	PAVING DETAILS
C-511	PAVING DETAILS
C-512	PAVING DETAILS
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C-801	ILLUMINATION PLAN
C-802	ILLUMINATION PLAN
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C-701	TRAFFIC CONTROL PLAN
C-702	PEDESTRIAN DETOUR PLAN
C-703	POLELINE LANE EXTENSION TRAFFIC CONTROL
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C-801	UTILITY PLAN
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C-803	UTILITY PLAN
C-804	UTILITY PLAN
LANDSCAPE PLAN	
C-901	LANDSCAPE GENERAL NOTES
C-902	LANDSCAPE DETAILS
C-903	LANDSCAPE PLANTING AND IRRIGATION PLAN
C-904	LANDSCAPE PLANTING AND IRRIGATION PLAN
STORM SEWER	
CU-101	STORM SEWER AND SWALE GRADING PLAN
CU-102	STORM SEWER AND SWALE GRADING PLAN
CU-103	STORM SEWER AND SWALE GRADING PLAN
CU-104	STORM SEWER AND SWALE GRADING PLAN
WATER MAIN REPLACEMENT PLANS	
C7.0	WATER COVER SHEET
C7.1	POLELINE WATER PLAN
C7.2	WATER NOTES & DETAILS
C7.3	WATER NOTES & DETAILS

APPROVED FOR CONSTRUCTION

Know what's below. Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

J-U-B ENGINEERS, INC.

7825 Meadowlark Way, Coeur d'Alene, ID 83815
p 208.762.8787 f 208.762.9797 w www.jub.com

J-U-B FAMILY OF COMPANIES: THE LANGDON GROUP; GATEWAY MAPPING INC.

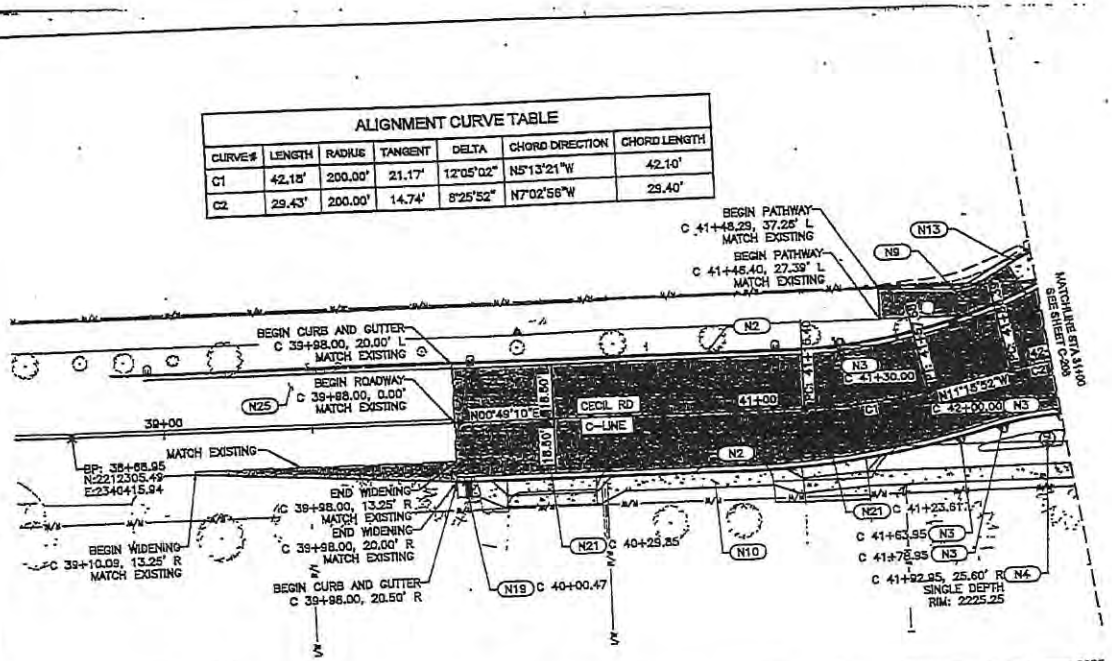
ORIGINAL SHEET SIGNED BY JOHN P. SMITH 17769 DATE ORIGINAL SIGNED: 03/18/2022

EXHIBIT 1

SHEET 1/6

SHEET NUMBER: G-001

ALIGNMENT CURVE TABLE						
CURVE#	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	42.18'	200.00'	21.17'	12°05'02"	N5°13'21"W	42.10'
C2	29.43'	200.00'	14.74'	8°25'52"	N7°02'56"W	29.40'



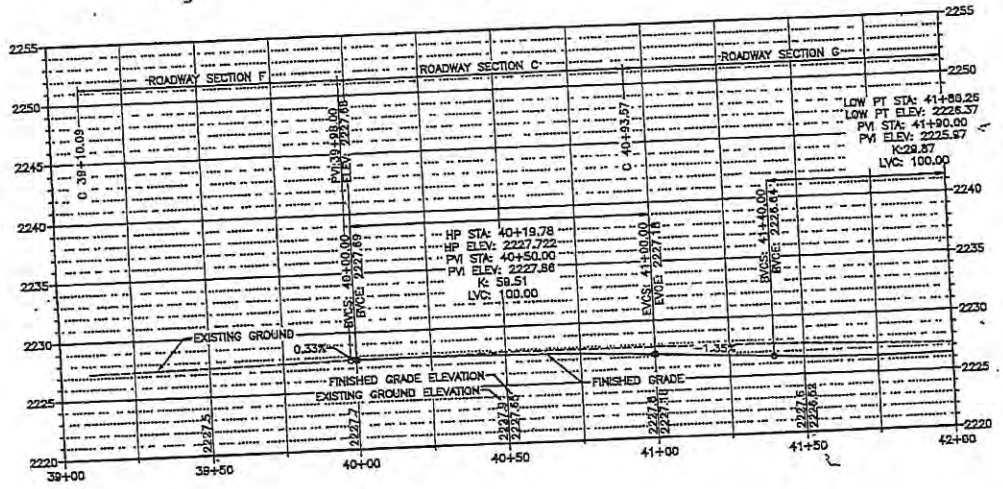


EXHIBIT 1
SHEET 2/6

SURVEY CONTROL INFORMATION:
NAVD 88 VERTICAL
NAD 83, 1992 ADJUSTMENT HORIZONTAL

- N1 NOT USED
- N2 STANDARD CURB AND GUTTER; SEE POST FALLS SD 2010
- N3 DRAINAGE CURB CUT; SEE POST FALLS SD 603
- N4 DRYWELL; SEE POST FALLS SD 601, CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
- N5 STANDARD STRAIGHT CURB; SEE POST FALLS SD 2009
- N6 SPLITTER ISLAND CONCRETE
- N7 BIKE RAMP – SEE PAVING DETAILS
- N8 NOT USED
- N9 MULTIUSE TRAIL; SEE TYPICAL SECTION
- N10 CONCRETE SIDEWALKS; SEE POST FALLS SD 2012
- N11 SIDEWALK UNDERDRAIN (PRECAST) SEE POST FALLS SD 604
- N12 SIDEWALK UNDERDRAIN (CURB SEPARATED) MODIFIED SEE POST FALLS SD 605 MOD
- N13 FENCE (12' HEIGHT)
- N14 NOT USED
- N15 NOT USED
- N16 NOT USED
- N17 NOT USED
- N18 MANHOLE, ADJUST TO GRADE
- N19 PEDESTRIAN RAMP – SEE PAVING DETAILS
- N20 NOT USED
- N21 CONCRETE DRIVEWAY APPROACH – TYPE A, SEE POST FALLS SD 2014
- N22 NOT USED
- N23 VALLEY GUTTER; SEE DETAIL
- N24 NOT USED
- N25 CHIP SEAL AND FOG COAT FULL EXTENTS OF STRIPING, SEE 400 SHEETS FOR EXTENTS
- N26 NOT USED
- N27 TRUCK APRON CURB
- N28 TRUCK APRON CONCRETE
- N29 CENTRAL ISLAND CURB
- N30 CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
- N31 NOT USED

LEGEND

PROPOSED HOT MIX ASPHALT (HMA)

PROPOSED CONCRETE

HORZ 0 20 40
VERT 0 5 10
SCALE IN FEET

Know what's below. Call before you dig.

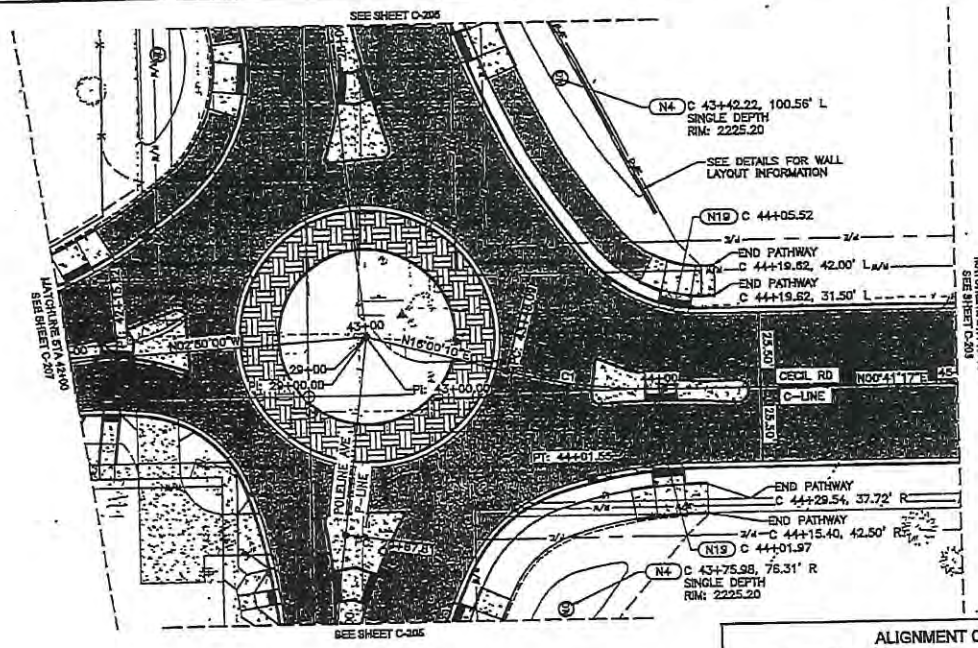
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

ORIGINAL SIGNED BY: TRAVIS A. MARDEN 17078 DATE ORIGINAL SIGNED: 05/18/2022

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STA 39+00.00 TO STA 42+00.00
ROADWAY PLAN AND PROFILE

DRAWING: C-207
SHEET: 21 OF 70



ALIGNMENT CURVE TABLE						
CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	53.45'	200.00'	26.89'	15°18'53"	N5°20'44"E	53.30'

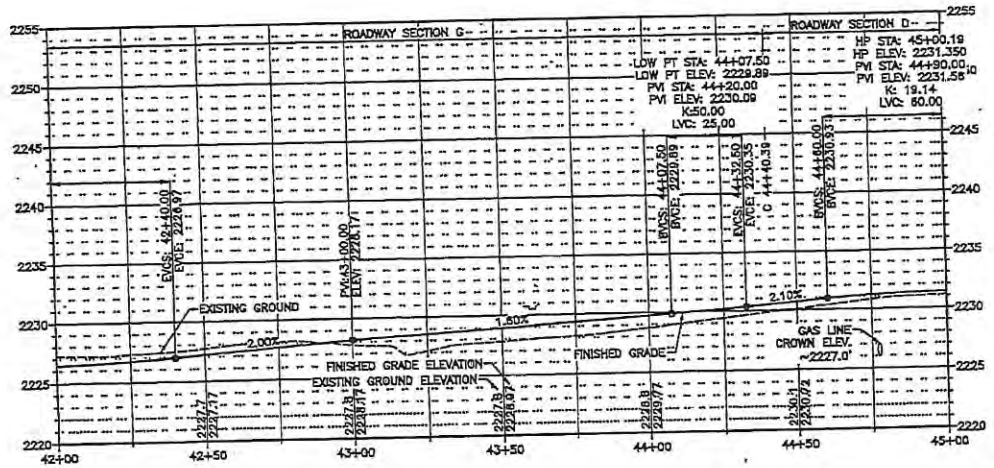


EXHIBIT 1
SHEET 3/6

SURVEY CONTROL INFORMATION:
NAVD 88 VERTICAL
NAD 83, 1992 ADJUSTMENT HORIZONTAL

KEYED NOTES:

- N1 NOT USED
- N2 STANDARD CURB AND GUTTER; SEE POST FALLS SD 2010
- N3 DRAINAGE CURB CUT; SEE POST FALLS SD 603
- N4 DRYWELL; SEE POST FALLS SD 601. CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
- N5 STANDARD STRAIGHT CURB; SEE POST FALLS SD 2009
- N6 SPLITTER ISLAND CONCRETE
- N7 BIKE RAMP – SEE PAVING DETAILS
- N8 NOT USED
- N9 MULTIUSE TRAIL; SEE TYPICAL SECTION
- N10 CONCRETE SIDEWALKS; SEE POST FALLS SD 2012
- N11 SIDEWALK UNDERDRAIN (PRECAST) SEE POST FALLS SD 604
- N12 SIDEWALK UNDERDRAIN (CURB SEPARATED) MODIFIED SEE POST FALLS SD 605 MOD
- N13 FENCE (12' HEIGHT)
- N14 NOT USED
- N15 NOT USED
- N16 NOT USED
- N17 NOT USED
- N18 MANHOLE, ADJUST TO GRADE
- N19 PEDESTRIAN RAMP – SEE PAVING DETAILS
- N20 NOT USED
- N21 CONCRETE DRIVEWAY APPROACH – TYPE A, SEE POST FALLS SD 2014
- N22 NOT USED
- N23 VALLEY GUTTER; SEE DETAIL
- N24 NOT USED
- N25 CHIP SEAL AND FOG COAT FULL EXTENTS OF STRIPING. SEE 400 SHEETS FOR EXTENTS
- N26 NOT USED
- N27 TRUCK APRON CURB
- N28 TRUCK APRON CONCRETE
- N29 CENTRAL ISLAND CURB
- N30 CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
- N31 NOT USED

LEGEND

- PROPOSED HOT MIX ASPHALT (HMA)
- PROPOSED CONCRETE

HORZ 0 20 40
VERT 0 5 10
SCALE IN FEET

Know what's below. Call before you dig.

JUB
J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7925 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

ENGINEER'S SEAL
SIGNED BY: TRAVIS A. MARDEN
17078
DATE ORIGINAL SIGNED: 03/31/2022

THESE PLANS AND SPECIFICATIONS, COPYRIGHT AND PROPERTY RIGHTS ARE RETAINED BY J-U-B ENGINEERS, INC. UNLESS AGREEMENT IS INDICATED OTHERWISE. THESE PLANS AND SPECIFICATIONS SHALL NOT BE REUSED OR MODIFIED IN ANY WAY EXCEPT BY WRITTEN AGREEMENT WITH J-U-B ENGINEERS, INC.

NO.	DESCRIPTION	BY

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STA 42+00.00 TO STA 45+00.00
ROADWAY PLAN AND PROFILE

PROJECT NO. 19-XXXXX_D-XXX
DESIGNED BY: TRM
DRAWN BY: TRM
CHECKED BY: TRM
QUALITY CONTROL BY:
APPROVED BY:
LAST DATE PLOTTED: 04/13/2022

DRAWING: C-208
SHEET: 22 OF 70

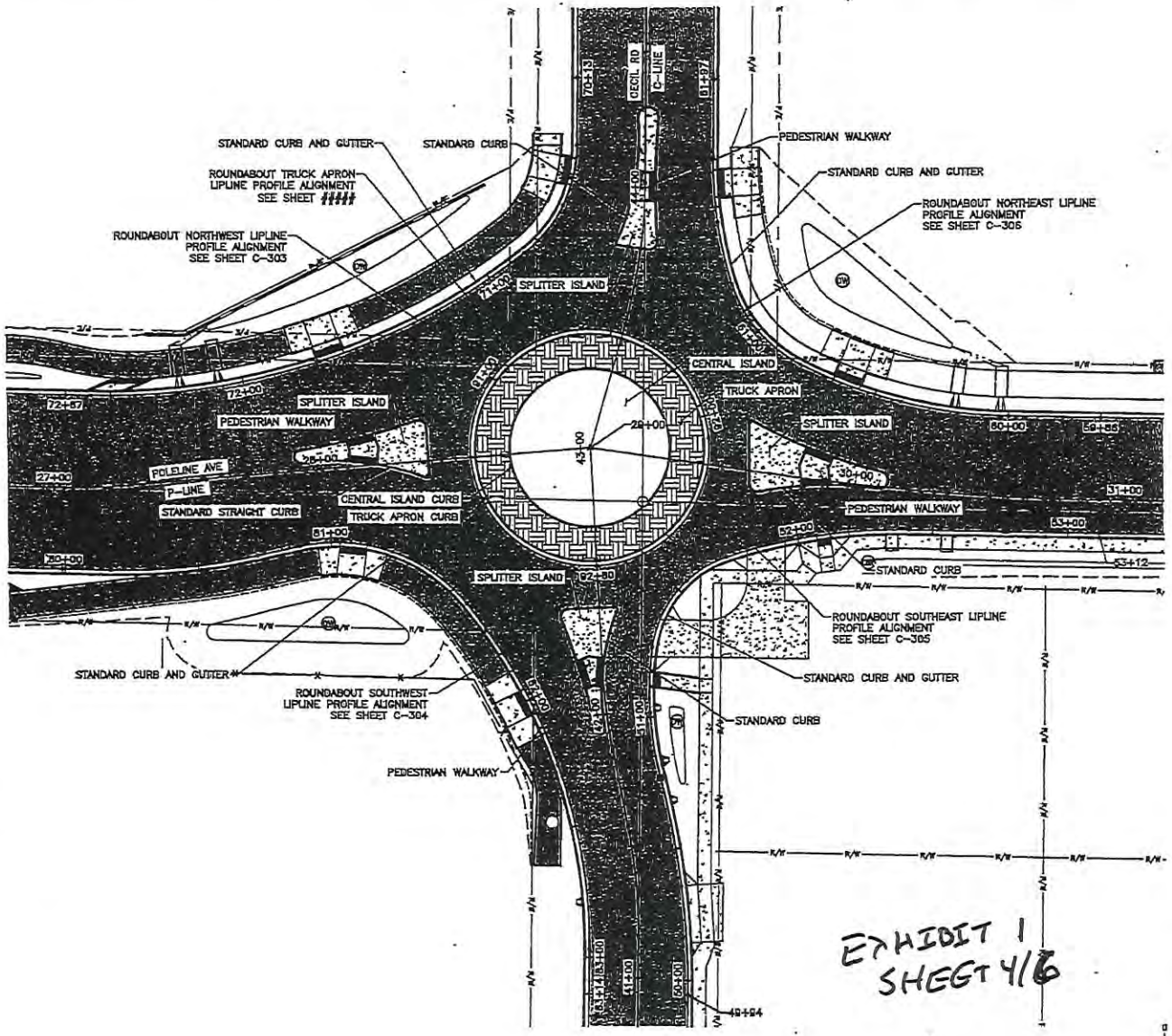


EXHIBIT 1
SHEET 4/6

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83816
Phone: 208.762.8787
www.jub.com

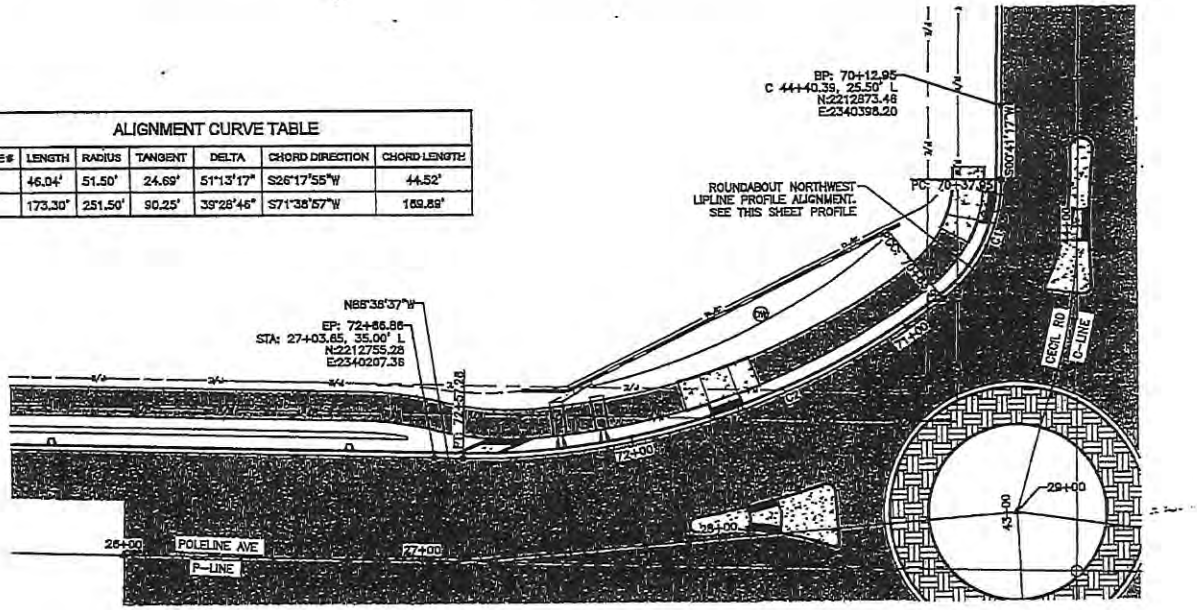
POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

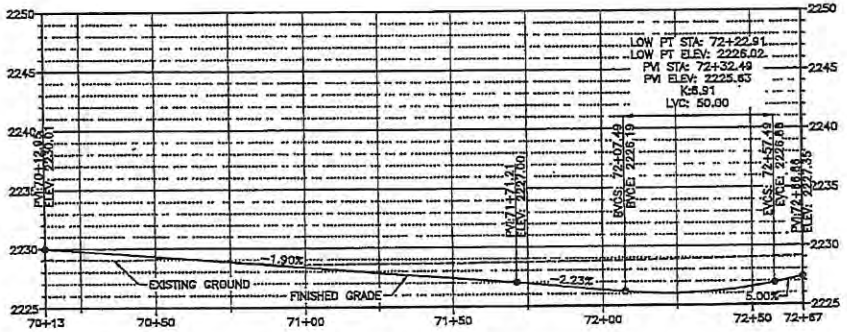
ROUNDABOUT INDEX
ROUNDABOUT PLAN AND PROFILE

DRAWING:
C-301

SHEET: 24 OF 70

ALIGNMENT CURVE TABLE						
CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	46.04'	51.50'	24.69'	51°13'17"	S26°17'55"W	44.52'
C2	173.30'	251.50'	90.25'	39°28'46"	S71°38'57"W	169.89'





ROUNDABOUT NORTHWEST LIPLINE

LEGEND

PROPOSED HOT MIX ASPHALT (HMA)

PROPOSED CONCRETE

HORZ 0 20 40

VERT 0 5 10

SCALE IN FEET

GENERAL NOTES:

1. THE ALIGNMENT AND PROFILE REPRESENTS THE GUTTER LIPLINE.

EXHIBIT 1
SHEET 5/6

SURVEY CONTROL INFORMATION:
NAVD 88 VERTICAL
NAD 83, 1992 ADJUSTMENT HORIZONTAL

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

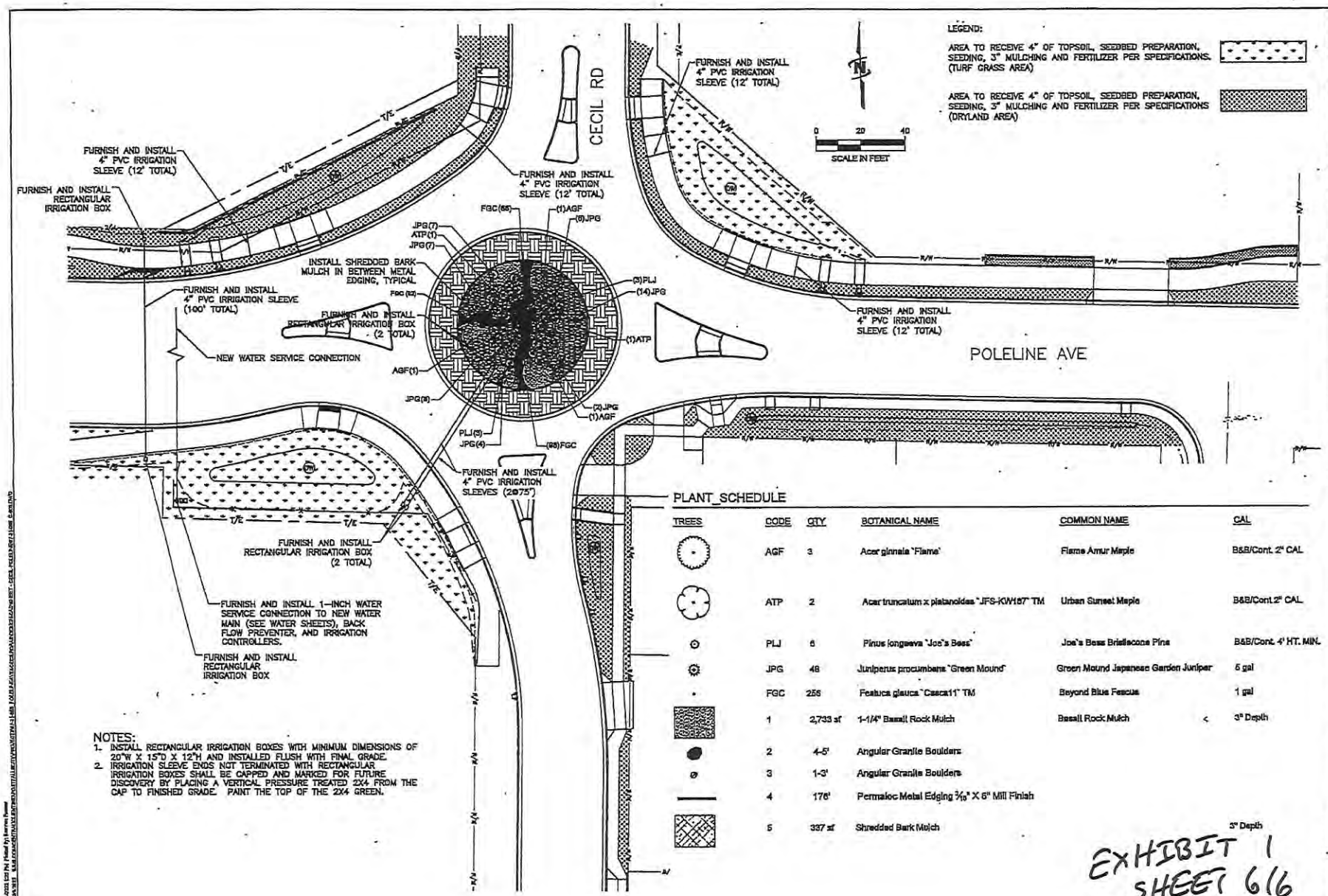
ORIGINAL SIGNED BY: STEVEN A. MARDEN 17078 DATE ORIGINAL SIGNED: 05/01/21

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

ROUNDABOUT- NORTHWEST LIPLINE
ROUNDABOUT PLAN AND PROFILE

DRAWING: C-303

SHEET: 25 OF 70



PLANT_SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CAL
	AGF	3	Acer ginnala 'Flame'	Flame Amur Maple	B&B/Cont. 2" CAL
	ATP	2	Acer truncatum x platanoides 'JFS-KW167' TM	Urban Sunset Maple	B&B/Cont.2" CAL
	PLJ	6	Pinus longaeva 'Joe's Bess'	Joe's Bess Bristlecone Pine	B&B/Cont. 4' HT. MIN.
	JPG	48	Juniperus procumbens 'Green Mound'	Green Mound Japanese Garden Juniper	5 gal
	FGC	256	Festuca glauca 'Casca11' TM	Beyond Blue Fescue	1 gal
	1	2,733 sf	1-1/4" Basalt Rock Mulch	Basalt Rock Mulch	< 3" Depth
	2	4-5'	Angular Granite Boulders		
	3	1-3'	Angular Granite Boulders		
	4	176'	Permaloc Metal Edging 3/16" X 6" Mill Finish		
	5	337 sf	Shredded Bark Mulch		3" Depth

NOTES:
1. INSTALL RECTANGULAR IRRIGATION BOXES WITH MINIMUM DIMENSIONS OF 20"W X 15"D X 12"H AND INSTALLED FLUSH WITH FINAL GRADE.
2. IRRIGATION SLEEVE ENDS NOT TERMINATED WITH RECTANGULAR IRRIGATION BOXES SHALL BE CAPPED AND MARKED FOR FUTURE DISCOVERY BY PLACING A VERTICAL PRESSURE TREATED 2X4 FROM THE CAP TO FINISHED GRADE. PAINT THE TOP OF THE 2X4 GREEN.

EXHIBIT 1
SHEET 6/6

JUB
J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

ORIGINAL SIGNED BY JOSHUA P. SMITH 17769 DATE ORIGINAL SIGNED: 03/18/2022

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

LANDSCAPE PLANTING AND IRRIGATION PLAN

DRAWING: C-904
SHEET: 60 OF 70

RIGHT-OF-WAY AND EASEMENT PURCHASE AGREEMENT

Poleline Avenue / Cecil Road Roundabout

THIS AGREEMENT is made and entered into by and between the City of Post Falls ("City"), a municipal corporation, whose address is 408 N. Spokane Street, Post Falls, ID 83854, and **Upper Columbia Mission Society of Seventh Day Adventists**, a Washington non-profit corporation, whose address is 3715 S. Grove Road, Spokane, WA 99224-6090 ("Grantor") for the grant of rights-of-way and easements to the City as further described herein, under the following terms and conditions:

1. The Grantor agrees to deliver the following fully executed documents to the City: Road Right-of-Way, Permanent Easement, and Temporary Construction Easement in the forms attached hereto and incorporated herein by reference as Exhibits "A", "B" and "C" conveying to the City Rights-of-Way; along with Permanent and Temporary Construction easements for the purposes of roadway construction, utility relocations sidewalk construction, landscaping, and other grading work associated with the construction of roadway improvements at the intersection of Poleline Avenue and Cecil Road.

2. City agrees to pay the Grantor, upon receipt of the executed road right-of-way and easements, as full consideration of the grant of right-of-way, easements, and any damages to the Grantor's property resulting from the use of the property by the City the following consideration:

Property Acquisition		
Roadway Rights-of-Way (Exhibit "A")	230 sq. feet @ $6.00 per sq. foot	$ 1,380.00
Permanent Easement (Exhibit "B")	4,873.66 sq. feet @ $4.00 per sq. foot	$19,494.64
Temporary Construction Easement (Exhibit "C")	lump sum @	$ 100.00
	Total	**$ 20,974.64**

Non-financial Consideration:
City agrees to restore the Grantor's property to an equal or better condition upon completion of construction. The work is generally envisioned to entail grading any areas disturbed by construction, landscape restoration with an application of hydro-seeding (lawn turf mixture), and the repair and adjustment of irrigation systems impacted within the disturbed areas of the easements.

The City will, as part of the project, construct missing frontage improvements within the project limits of Poleline Avenue. Improvements include roadway widening, curb & gutter, stormwater swales, 10-foot asphalt path and roadway illumination.

The City will, as part of the project, relocate the existing monument / message board sign to a new location within 50-feet of the existing location, as identified by the Grantor. Relocation shall include all permitting and necessary adjustments to the electrical lines servicing the existing sign. Relocation work does not include any modifications needed at the existing building service pedestal, breaker box or within the existing church building due to previous non permitted work or work that does not meet current electrical codes.

The City will, as part of the project, relocate the existing 32-foot wide driveway approach 37 feet to the west. The driveway approach will be reconstructed at a width of 36-feet and meet current City Standards.

The City will, as part of the project, construct a City Standard driveway approach, 28-feet in width, at the Cecil Road project station 46+00. The driveway approach will include a 28-foot wide by 12-foot gravel driveway on the east side of the sidewalk.

The City will, as part of the project, construct missing frontage improvements along the properties Poleline Avenue frontage. These improvements include roadway widening, curb & gutter, stormwater swales, 10-foot asphalt path and roadway illumination.

The total non-financial consideration shall constitute full and final consideration for the easement granted herein, and more particularly articulated in Exhibits "A", "B" and "C".

3. The City's work shall not block full access to the Grantor's property from Poleline Ave.

4. City's rights-of-way and easement rights shall commence on the date of delivery of the easements to the City.

5. Grantor agrees that this agreement shall constitute the entire agreement between the parties.

6. The parties agree that the Temporary Construction Easement shall terminate at the completion of the warranty period for the construction of the City Post Falls – Poleline Avenue / Cecil Road Roundabout, one (1) year from the date of final acceptance of improvements by the City from the contractor.

7. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____2022.

CITY

_____
Ronald G. Jacobson, Mayor

GRANTOR

_____
Upper Columbia Mission Society of Seventh Day Adventists
James J. Johnson – Vice President

_____
Upper Columbia Mission Society of Seventh Day Adventists
R. Andrew McCrary - Secretary

ATTEST:

_____
Shannon Howard, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of _____, 2022, before me, a Notary Public, personally appeared *Ronald G. Jacobson* and *Shannon Howard* known to me to be the *Mayor* and *City Clerk,* respectively, of the City of Post Falls that executed the foregoing instrument and acknowledged to me that said City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at:_____
My Commission expires: _____

ACKNOWLEDGMENT

STATE OF ~~IDAHO~~ Washington)
:ss
County of ~~Kootenai~~ Spokane)

On this 14th day of April, 2022, before me, a Notary for the state of ~~Idaho,~~ Washington personally appeared James J. Johnson known, or identified to me to be the Vice President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LAURINDA L CUTLIP
Notary Public
State of Washington
License Number 116344
My Commission Expires
February 05, 2026

Laurinda L Cutlip
Notary Public for the state of ~~Idaho,~~ Washington
Residing at: Spangle
Commission Expires: 2.5.2026

STATE OF ~~IDAHO~~ Washington)
:ss
County of ~~Kootenai~~ Spokane)

On this 14th day of April, 2022, before me, a Notary for the state of ~~Idaho~~ Washington, personally appeared R. Andrew ~~McCary~~ McCrary known, or identified to me to be the Secretary of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LAURINDA L CUTLIP
Notary Public
State of Washington
License Number 116344
My Commission Expires
February 05, 2026

Laurinda L Cutlip
Notary Public for the state of ~~Idaho~~ Washington
Residing at: Spangle
Commission Expires: 2·5·2026

Exhibit "A"
GRANT OF RIGHT-OF-WAY

KNOWN ALL MEN BY THESE PRESENTS, that **Upper Columbia Mission Society of Seventh Day Adventists**, a Washington non-profit corporation, whose address is 3715 S. Grove Road, Spokane, WA 99224-6090, **the Grantor,** for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, do hereby grant, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property, to wit:

A portion of land located in the southwest quarter of the southeast quarter of section 25, Township 51 north, Range 05 west, Boise Meridian, City of Post Falls, Kootenai County, State of Idaho; more particularly described as follows:

Commencing at the south quarter corner of said Section 25, to which the southeast corner bears south 88° 36' 00" west, as shown on the Plat of Palimino Acres and recorded in Book 7 Page 178, in the Records of Kootenai County, Idaho; Thence north 0° 45' 17" east, along the west line of said southeast quarter of Section 25, 55.00 feet to a point; thence south 88° 36' 00" east, parallel with the south line of the southeast quarter of Section 25, 40.00 feet to a point at the existing intersection of the northerly and easterly lines of the rights-of-way for Poleline Avenue and Cecil Road; said point being the point of beginning of this description.

Thence continuing south 88° 36' 00" east, along the north right-of-way line of Poleline Avenue, 23.0 feet to a point;

Thence leaving said northerly right-of-way line, north 47° 52' 08" west, 30.65 feet to a point on the easterly right-of-way line of Cecil Road;

Thence southerly along said right-of-way line of Cecil Road, south 00° 45' 17" west, 20.00 feet, returning to the point of beginning.

Said parcel containing 229.99 square feet (0.01 acres) more or less

TO HAVE AND TO HOLD such right-of-way for public purposes, the Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

IN WITNESS WHEREOF Upper Columbia Mission Society of Seventh-day Adventists the Grantors have caused this instrument to be executed this 14th day of April, 2022.

James J Johnson

James J. Johnson – Vice President
Upper Columbia Mission Society of Seventy Day Adventists

R Andrew McCrary

R. Andrew McCrary - Secretary
Upper Columbia Mission Society of Seventy Day Adventists

ACKNOWLEDGEMENT

STATE OF ~~IDAHO~~ Washington)
:ss
County of ~~Kootenai~~ Spokane)

On this 14th day of April, 2022, before me, a Notary for the state of ~~Idaho~~ Washington, personally appeared James J. Johnson known, or identified to me to be the Vice President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LAURINDA L CUTLIP
Notary Public
State of Washington
License Number 116344
My Commission Expires
February 05, 2026

Laurinda L Cutlip

Notary Public for the state of ~~Idaho~~ Washington
Residing at: Spangle
Commission Expires: 2.5.2026

STATE OF ~~IDAHO~~ Washington)
:ss
County of ~~Kootenai~~ Spokane)

On this 14th day of April, 2022, before me, a Notary for the state of ~~Idaho~~ Washington, personally appeared R. Andrew ~~McCary~~ McCrary known, or identified to me to be the Secretary of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LAURINDA L CUTLIP
Notary Public
State of Washington
License Number 116344
My Commission Expires
February 05, 2026

Laurinda L Cutlip

Notary Public for the state of ~~Idaho~~ Washington
Residing at: Spangle.
Commission Expires: 2.5.2026

CITY OF POST FALLS

This Grant of Right-Of-Way has been approved and accepted by the Post Falls City Council this _____ day of _____ 20___.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

State Of Idaho)
:ss
County of Kootenai)

On this ___ day of _____, 20___, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____
Notary Public for the state of Idaho
Residing at:_____
Commission Expires:_____

Exhibit "B"
GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, **Upper Columbia Mission Society of Seventh Day Adventists**, a Washington non-profit corporation, whose address is 3715 S. Grove Road, Spokane, WA 99224-6090 herein after termed "Grantor", for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public *stormwater drainage facility* and sidewalk over, under, upon and across the following described property, to wit:

A portion of land located in the southwest quarter of the southeast quarter of section 25, Township 51 north, Range 05 west, Boise Meridian, City of Post Falls, Kootenai County, State of Idaho; more particularly described as follows:

Commencing at the south quarter corner of said Section 25, to which the southeast corner bears south 88° 36' 00" west, as shown on the Plat of Palimino Acres and recorded in Book 7 Page 178, in the Records of Kootenai County, Idaho; Thence north 0° 45' 17" east, along the west line of said southeast quarter of Section 25, 55.00 feet to a point; thence south 88° 36' 00" east, parallel with the south line of the southeast quarter of Section 25, 63.00 feet to a point on the existing northerly rights-of-way for Poleline Avenue; said point being the **Point of Beginning** of this description.

Thence continuing along the along the northerly line of said Poleline Avenue, south 88° 36' 00" east, 268.42 feet to the west line of Lot 1, Block 1 of the Plat of Palimino Acres;

Thence leaving said northerly rights-of-way line and along the aforementioned west line of Lot 1, Block 1 of the Plat of Palimino Acres, north 00° 47' 27" west, 9.00 feet to a point;

Thence leaving said west line of Lot 1 Block 1, north 88° 36' 00" west, 28.93 feet;

Thence south 0° 47' 27" west, 3.13 feet;

Thence north 88° 36' 00" west, 162.32 feet;

Thence north 50° 29' 10" east, 115.42 feet;

Thence south 0° 45' 17" west, 65.81 feet;

Thence south 47° 52' 08" east, 17.32 feet, returning to the point of beginning.

Said parcel containing 4,873.66 square feet (0.11 acres) more or less

TO HAVE AND TO HOLD said easement for public stormwater drainage facility and sidewalk purposes so long as the same shall be used, operated and maintained as such. The Grantor herein expressly limits the grant and quitclaim of this easement to their respective interest, and that of their successors, in that parcel of land over, under, upon and across which said easement lies.

DATED AND DONE this 14th day of April, 2022.

James J Johnson

James J. Johnson – Vice President
Upper Columbia Mission Society of Seventy Day Adventists

R Andrew McCrary

R. Andrew McCrary - Secretary
Upper Columbia Mission Society of Seventy Day Adventists

ACKNOWLEDGEMENT

STATE OF ~~IDAHO~~ Washington)
:ss
County of ~~Kootenai~~ Spokane)

On this 14th day of April, 2022, before me, a Notary for the state of ~~Idaho~~ Washington, personally appeared James J. Johnson known, or identified to me to be the Vice President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LAURINDA L CUTLIP
Notary Public
State of Washington
License Number 116344
My Commission Expires
February 05, 2026

Laurinda L Cutlip

Notary Public for the state of ~~Idaho~~ Washington
Residing at: Spangle
Commission Expires: 2.5.2026

STATE OF ~~IDAHO~~ Washington)
:ss
County of ~~Kootenai~~ Spokane)

On this 14th day of April, 2022 before me, a Notary for the state of ~~Idaho~~ Washington, personally appeared R. Andrew ~~McCary~~ McCrary known, or identified to me to be the Secretary of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

LAURINDA L CUTLIP
Notary Public
State of Washington
License Number 116344
My Commission Expires
February 05, 2026

Laurinda L Cutlip
Notary Public for the state of ~~Idaho~~ Washington
Residing at: Spangle
Commission Expires: 2.5.2026

CITY OF POST FALLS

This easement has been approved and accepted by the Post Falls City Council this _____ day of _____ 20___.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

State Of Idaho)
:ss
County of Kootenai)

On this ___ day of _____, 20___, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____
Notary Public for the state of Idaho
Residing at:_____
Commission Expires:_____

Exhibit "C"
Temporary Construction Easement

Project Name: Poleline Ave. & Cecil Rd. Roundabout
Parcel No(s): P-0000-025-8770 (northeast corner Poleline Ave. / Cecil Rd.)

KNOW ALL MEN BY THESE PRESENT, that **Upper Columbia Mission Society of Seventh Day Adventists**, a Washington non-profit corporation, hereinafter "Grantor", whose address is 3715 S. Grove Road, Spokane, WA 99224-6090, in consideration of the benefits to be received from the facility to be constructed and other good and valuable consideration the receipt of which is hereby acknowledged, hereby grants unto the City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854, and its successors and assigns, hereinafter "Grantee", the right to go upon, occupy, and use the following described property:

> A portion of the southwest quarter of the southeast quarter of Section 25, T. 51 N., R. 05 W., B.M., City of Post Falls, Kootenai County, State of Idaho.
>
> A portion of the property as shown on Exhibit "1" (plan sheets G-001, V-102, C-102, C-301, CU-102, C-206) attached hereto, and made a part hereof.
>
> For the purpose of constructing a roundabout and associated public rights-of-way improvements within the existing rights-of-way and easements. Including grading and reseeding adjacent to the right-of-way together with the right and privilege of ingress and egress to and from said property for said purposes.

Grantor understands and agrees that Grantee may be required to add fill or remove excess soil to match the elevation of the constructed facilities.

It is expressly intended that these burdens and restrictions shall be in full force and effect and shall bind the Grantor, his heirs, successors and assigns.

The Grantor understands that this agreement shall terminate upon the completion of the referenced project.

The Grantor does hereby covenant with the Grantee that he lawfully owns and possesses the aforementioned and described tract of land, and that he has a good and lawful right to convey such use.

IN WITNESS WHEREOF, Grantor has hereunto set his hand this 14th day of April, 2022.

GRANTOR Signed:

James J Johnson

Upper Columbia Mission Society of Seventh Day Adventists
James J. Johnson – Vice President

R Andrew McCrary

Upper Columbia Mission Society of Seventh Day Adventists
R. Andrew McCrary - Secretary

Laurinda L Cutlip

Witness (Sign and Print Name)
Laurinda L. Cutlip

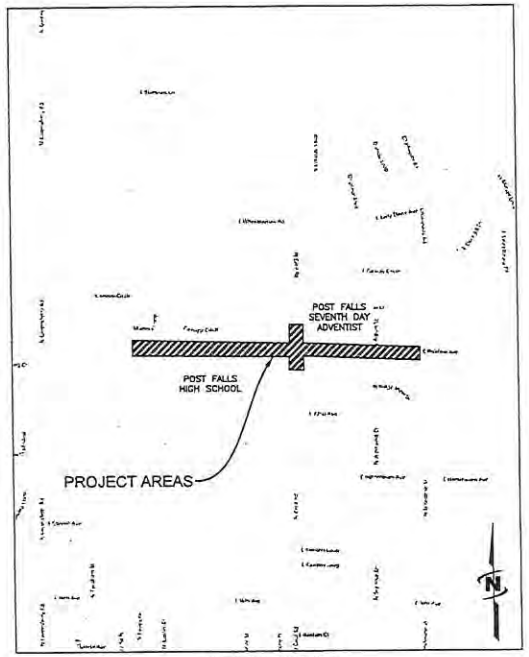
EXHIBIT 1
SHEET 1/6

CITY OF POST FALLS

POLELINE AVE AND CECIL RD ROUNDABOUT

MARCH 2022

LOCATION MAP
NOT TO SCALE



VICINITY MAP
T51N, R5W B.M.

PROJECT NO. 07-21-055

OWNER

CITY OF POST FALLS, IDAHO

RONALD JACOBSON	MAYOR
KERRI THORESON	COUNCIL SEAT 1
JOSH WALKER	COUNCIL SEAT 2
JOE MALLOY	COUNCIL SEAT 3
NATHAN ZIEGLER	COUNCIL SEAT 4
LYNN BORDERS	COUNCIL SEAT 5
KENNY SHOVE	COUNCIL SEAT 6

CITY OF POST FALLS

APPROVED FOR CONSTRUCTION

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

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

J-U-B ENGINEERS, INC.
7825 Meadowlark Way, Coeur d'Alene, ID 83815
p 208 762 8787 f 208 762 9797 w www.jub.com
J-U-B FAMILY OF COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

ORIGINAL SIGNED BY: KEVIN P. SMITH 17769 DATE ORIGINAL SIGNED: 03/16/2022

INDEX OF SHEETS

Sheet Number	Sheet Title
GENERAL	
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G-002	GENERAL NOTES
G-003	GENERAL NOTES
G-004	DRAWING MANAGEMENT
G-005	GENERAL SYMBOLS
SURVEY	
V-101	TOPOGRAPHIC SURVEY
V-102	TOPOGRAPHIC SURVEY
V-103	TOPOGRAPHIC SURVEY
V-104	TOPOGRAPHIC SURVEY
DEMOLITION	
C-101	DEMOLITION
C-102	DEMOLITION
C-103	DEMOLITION
C-104	DEMOLITION
ROADWAY SECTIONS	
C-200	ROADWAY SECTIONS
C-201	ROADWAY SECTIONS
ROADWAY PLAN AND PROFILE	
C-202	STA 10+70.00 TO STA 14+00.00
C-203	STA 19+00.00 TO STA 23+00.00
C-204	STA 23+00.00 TO STA 27+00.00
C-205	STA 27+00.00 TO STA 31+00.00
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C-208	STA 42+00.00 TO STA 45+00.00
C-209	STA 45+00.00 TO STA 47+00.00
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C-303	ROUNDABOUT– NORTHWEST LIPLINE
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C-305	ROUNDABOUT – SOUTHEAST LIPLINE
C-306	ROUNDABOUT – NORTHEAST LIPLINE
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SIGNING AND STRIPING	
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C-403	SIGNING AND PAVEMENT MARKINGS
C-404	SIGNING AND PAVEMENT MARKINGS
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C-501	DETAILS
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C-703	POLELINE LANE EXTENSION TRAFFIC CONTROL
UTILITY PLAN	
C-801	UTILITY PLAN
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C-901	LANDSCAPE GENERAL NOTES
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C-904	LANDSCAPE PLANTING AND IRRIGATION PLAN
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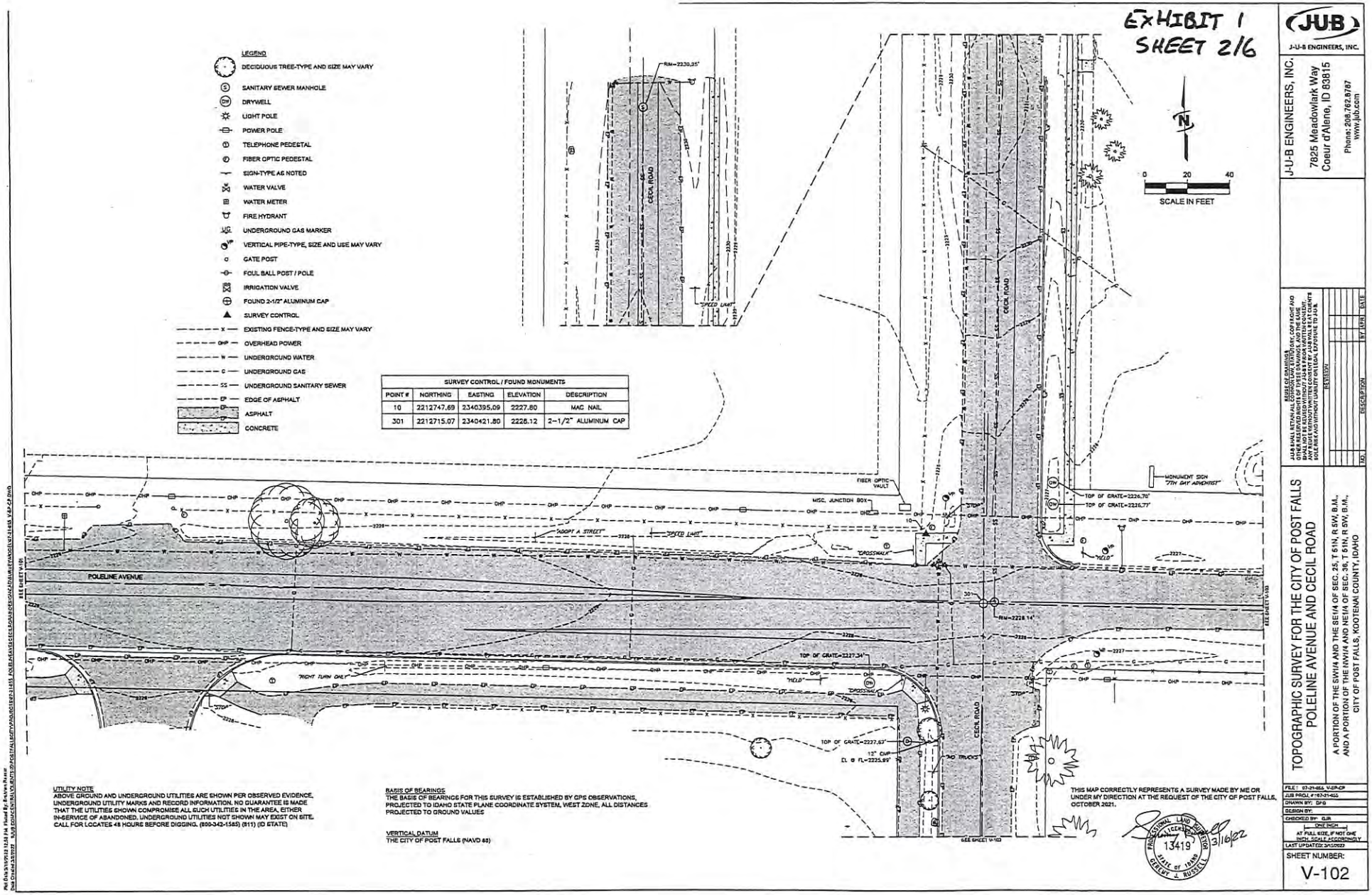
C7.0	WATER COVER SHEET
C7.1	POLELINE WATER PLAN
C7.2	WATER NOTES & DETAILS
C7.3	WATER NOTES & DETAILS

LAST UPDATED: 3/16/2022
SHEET NUMBER: G-001

Plot Date: 3/16/2022 R:\JUB.COM\CEI\INITIAL\CLIENTS\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVECECILRDRAB\DESIGN\CAD\SHEET - CEOL_POLELINE\07-21-055_G-001.DWG

EXHIBIT 1
SHEET 2/6



UTILITY NOTE
ABOVE GROUND AND UNDERGROUND UTILITIES ARE SHOWN PER OBSERVED EVIDENCE, UNDERGROUND UTILITY MARKS AND RECORD INFORMATION. NO GUARANTEE IS MADE THAT THE UTILITIES SHOWN COMPROMISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OF ABANDONED. UNDERGROUND UTILITIES NOT SHOWN MAY EXIST ON SITE. CALL FOR LOCATES 48 HOURS BEFORE DIGGING. (800-342-1585) (811) (ID STATE)

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS ESTABLISHED BY GPS OBSERVATIONS, PROJECTED TO IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, ALL DISTANCES PROJECTED TO GROUND VALUES

VERTICAL DATUM
THE CITY OF POST FALLS (NAVD 88)

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF THE CITY OF POST FALLS, OCTOBER 2021.

PROFESSIONAL LAND SURVEYOR LICENSE 13419 STATE OF IDAHO DISTRICT J. RUSSELL 3/16/22

JUB
J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

JUB SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT, IN THE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT JUB'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT SUCH CONSENT SHALL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

NO.	REVISION	BY	DATE
	DESIGN UPDATE		

TOPOGRAPHIC SURVEY FOR THE CITY OF POST FALLS
POLELINE AVENUE AND CECIL ROAD

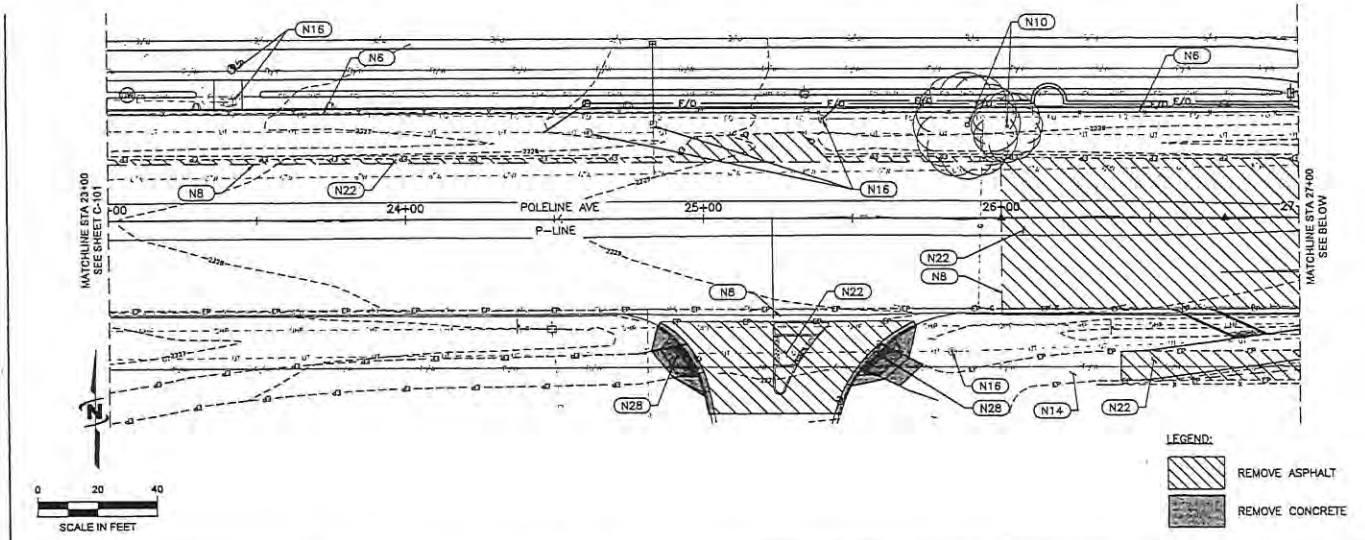
A PORTION OF THE SW1/4 AND THE SE1/4 OF SEC. 25, T 51N, R 5W, B.M., AND A PORTION OF THE NW1/4 AND NE1/4 OF SEC. 36, T 51N, R 5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

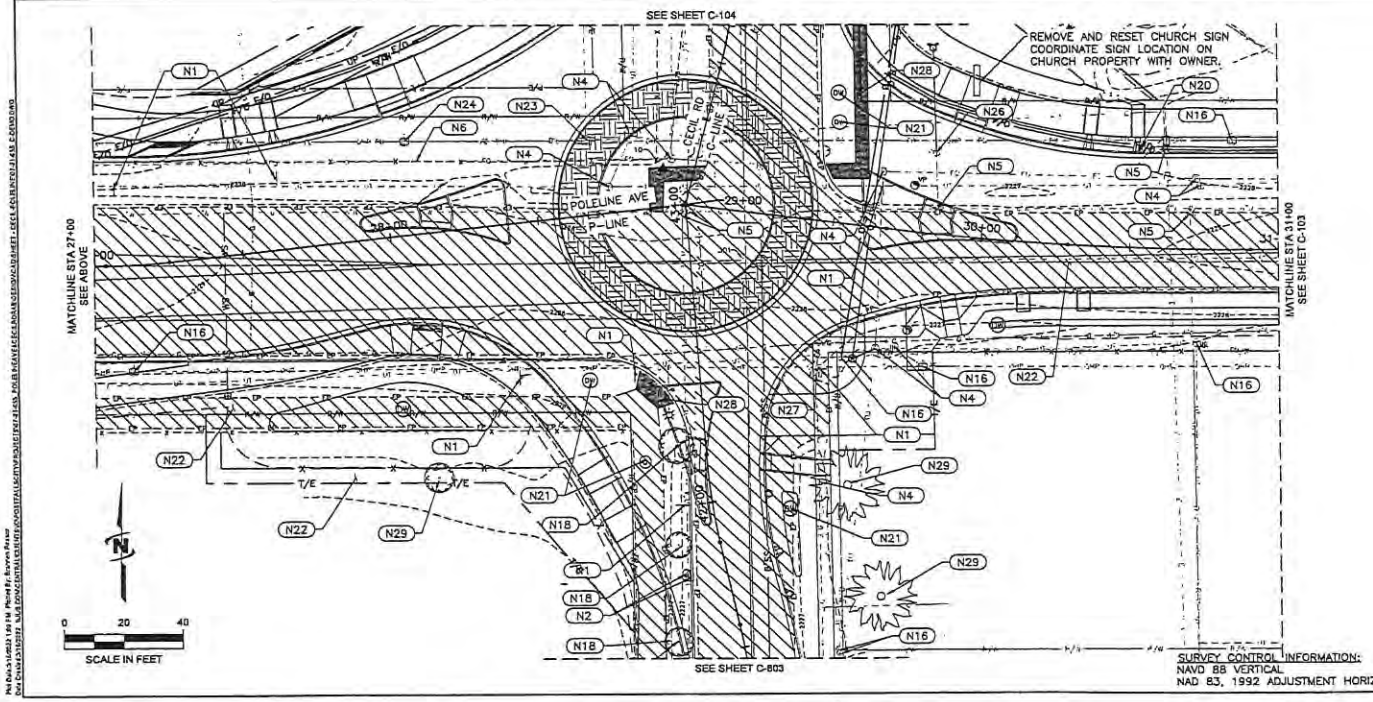
FILE: 07-21-055_V-02P-CP
JUB PROJ. #: 07-21-055
DRAWN BY: DFG
DESIGN BY:
CHECKED BY: CJR
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/15/2022

SHEET NUMBER:
V-102

Plot Date/Time: 3/15/2022 12:53 PM Plotted By: Andrew Rosner
Last Saved: 3/15/2022 X:\Jub Documents\Active Jobs\07-21-055 Post Falls\Survey\Design\07-21-055_V-02P-CP.dwg

EXHIBIT 1
SHEET 3/6





KEYED NOTES (THIS SHEET):

N1	REMOVE SIGN
N2	RELOCATE MAILBOX
N3	REMOVE LIGHT POLE (BY OTHERS)
N4	RESET COMMUNICATIONS JUNCTION BOX (BY OTHERS)
N5	ADJUST VALVE BOX TO GRADE
N6	REMOVE FENCE
N7	REMOVE WALL TO CATCH LIMITS
N8	SAWCUT
N9	RETAIN AND PROTECT FENCE
N10	REMOVE TREE
N11	RETAIN AND PROTECT CONCRETE
N12	RETAIN AND PROTECT SURVEY MONUMENT
N13	CATCH LIMITS
N14	RETAIN AND PROTECT ASPHALT
N15	RETAIN AND PROTECT CURB
N16	RETAIN AND PROTECT UTILITY
N17	RETAIN AND PROTECT SIDEWALK
N18	REMOVE TREES AND LANDSCAPE AS NECESSARY TO CONSTRUCT PROJECTS IMPROVEMENTS. MARK AND VERIFY WITH URBAN FORESTER AND CEMETERY SEXTON PRIOR TO REMOVAL. INSTALL TEMPORARY TREE PROTECTION ON REMAINING TREES ACCORDING TO URBAN FORESTER GUIDANCE.
N19	RESET SIGN
N20	ADJUST WATER METER TO GRADE
N21	FILL AND ABANDON EXISTING DRYWELL
N22	REMOVE ASPHALT
N23	RESET ELECTRICAL JUNCTION BOX (BY OTHERS)
N24	REMOVE UTILITY POLE (BY OTHERS)
N25	REMOVE CURB AND GUTTER
N26	RELOCATE HYDRANT
N27	ADJUST GAS VALVE TO GRADE (BY OTHERS)
N28	REMOVE CONCRETE
N29	RETAIN AND PROTECT TREE

NOTES:

1. CONTRACTOR TO REMOVE ALL LANDSCAPING IN CONFLICT WITH PROPOSED IMPROVEMENTS. LANDSCAPE FEATURES ARE TO BE PROVIDED BACK TO THE PROPERTY OWNERS. IF THE PROPERTY OWNERS ELECT TO DISPOSE OF LANDSCAPE FEATURES, THE CONTRACTOR SHALL DISPOSE OF THEM AT CONTRACTOR EXPENSE.
2. THE CONTRACTOR SHALL PERFORM THE FOLLOWING STEPS WHEN IRRIGATION SYSTEMS ARE ENCOUNTERED WITHIN THE PROJECT LIMITS:
   a. CONTACT THE PROPERTY OWNER TO IDENTIFY THE EXTENTS OF THE IRRIGATION SYSTEM ITS CONNECTIVITY, AND GENERAL INFORMATION ABOUT THE IRRIGATION SYSTEM.
   b. REROUTE AND RECONSTRUCT THE IRRIGATION LINES OUTSIDE OF THE PROPOSED PROJECT IMPROVEMENTS, MAINTAINING THE INTEGRITY AND CONNECTIVITY OF THE IRRIGATION SYSTEM.
   c. REPLACE IRRIGATION FIXTURES TO PROVIDE EVEN COVERAGE.
   d. RESTORE CONNECTIVITY AND FUNCTIONALITY OF THE IRRIGATION SYSTEM WITHIN 2 DAYS OF SEVERING THE CONNECTION. IFWEATHER IS BELOW 90 DEGREES THIS TIME FRAME MAY BE ENTENDED BY THE ENGINEER.
   e. IRRIGATION REPAIR IS INCIDENTAL TO REMOVAL OF OBSTRUCTIONS.

JUB ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

ORIGINAL SIGNED BY: TRAVIS A. MARDEN 17075 DATE ORIGINAL SIGNED: 03/04/2022

REUSE OF DRAWINGS
JUB ENGINEERS, INC. EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE REUSED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN CONSENT OF JUB ENGINEERS, INC. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JUB ENGINEERS, INC.

NO.	DESCRIPTION	BY	DATE
	REVISION		

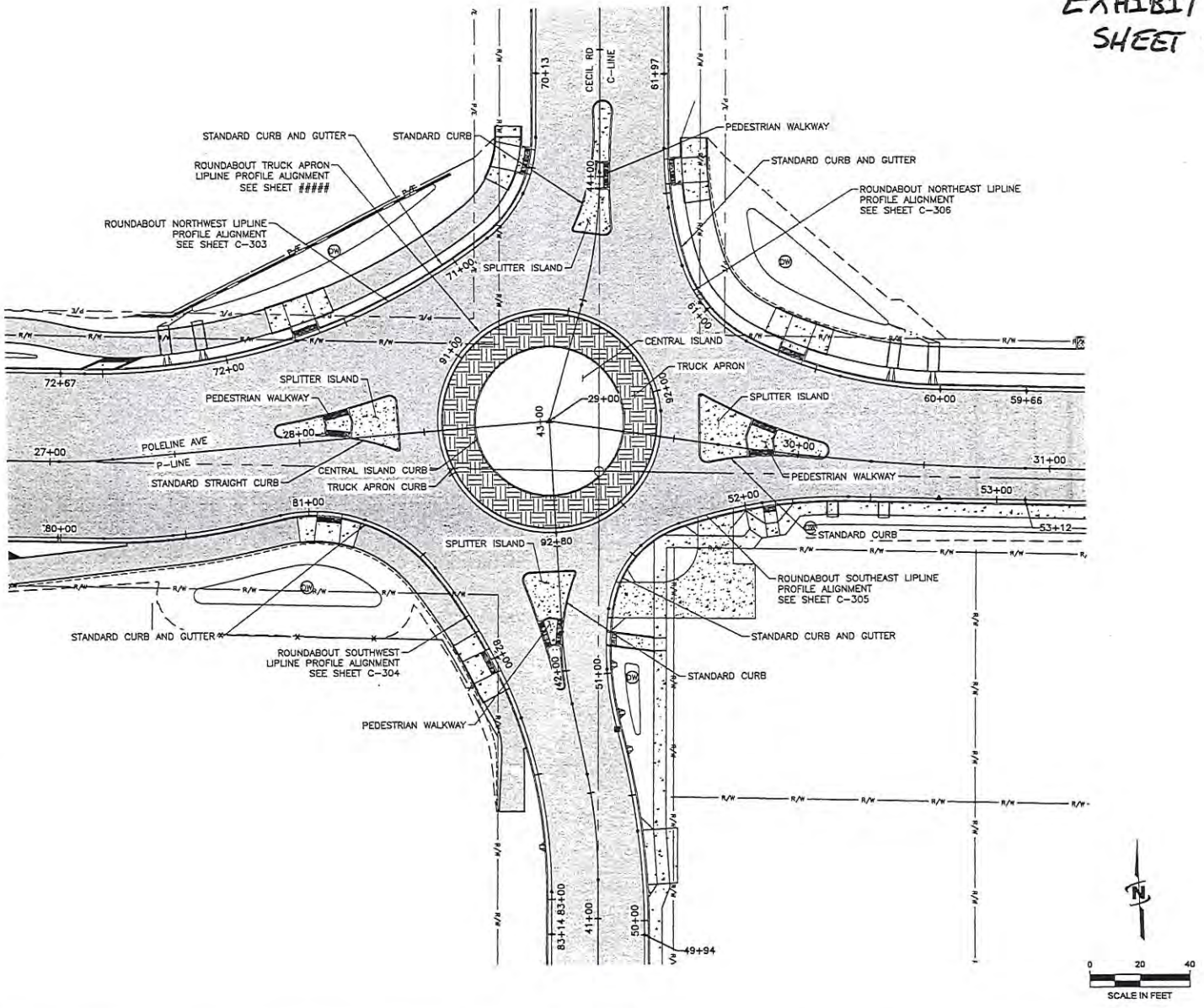
POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

DEMOLITION

FILE: 07-21-053 C-DEMO
JUB PROJ. #: 07-21-053
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
IF THIS BAR IS NOT ONE INCH AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/7/2022

DRAWING: C-102
SHEET: 11 OF 70

EXHIBIT 1
SHEET 4/6



JUB
J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

ORIGINAL SIGNED BY: TRAVIS A. MARDEN
17078
DATE ORIGINAL SIGNED: 03/14/2022

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APP.	DATE
	REVISIONS			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

ROUNDABOUT INDEX
ROUNDABOUT PLAN AND PROFILE

FILE: 07-21453 C-301
JUB PROJ. #: 07-71-165
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
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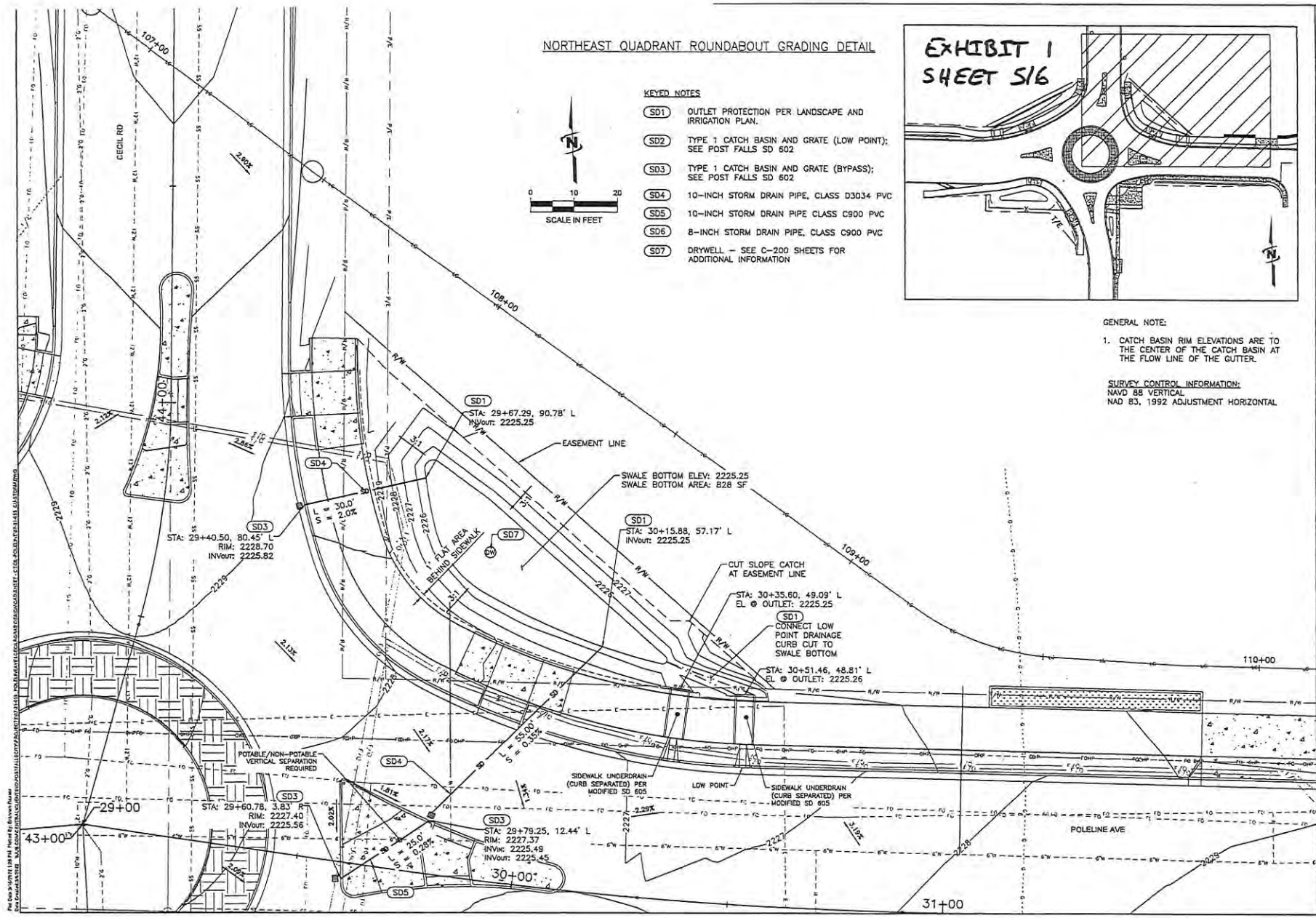
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/15/2022

DRAWING:
C-301
SHEET: 24 OF 70



J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

ORIGINAL SIGNED BY: ANDREW C. BADEN 14227 DATE ORIGINAL SIGNED: 03/15/2022

NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

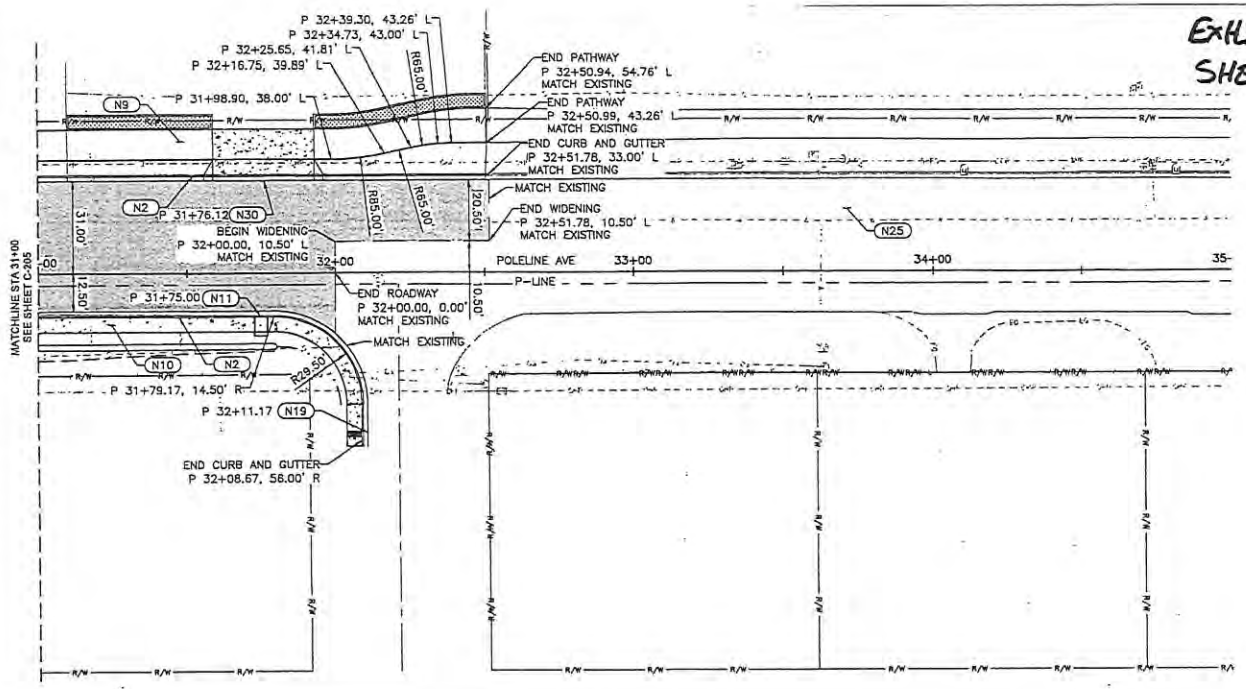
STORM SEWER AND SWALE GRADING PLAN

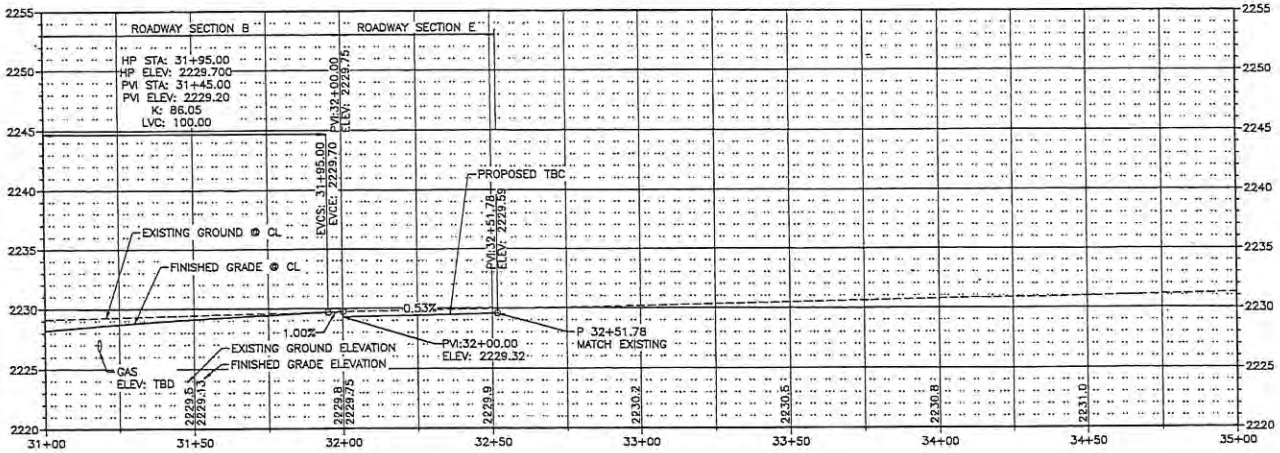
FILE: 57-21-033_CU-STORM
JUB PROJ. #: 57-21-033
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/15/2022

DRAWING:
CU-102

SHEET: 58 OF 70

EXHIBIT 1
SHEET 6/6





SURVEY CONTROL INFORMATION:
NAVD 88 VERTICAL
NAD 83, 1992 ADJUSTMENT HORIZONTAL

KEYED NOTES:

- (N1) NOT USED
- (N2) STANDARD CURB AND GUTTER; SEE POST FALLS SD 2010
- (N3) DRAINAGE CURB CUT; SEE POST FALLS SD 603
- (N4) DRYWELL; SEE POST FALLS SD 601. CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
- (N5) STANDARD STRAIGHT CURB; SEE POST FALLS SD 2009
- (N6) SPLITTER ISLAND CONCRETE
- (N7) BIKE RAMP – SEE PAVING DETAILS
- (N8) NOT USED
- (N9) MULTIUSE TRAIL; SEE TYPICAL SECTION
- (N10) CONCRETE SIDEWALKS; SEE POST FALLS SD 2012
- (N11) SIDEWALK UNDERDRAIN (PRECAST) SEE POST FALLS SD 604
- (N12) SIDEWALK UNDERDRAIN (CURB SEPARATED) MODIFIED SEE POST FALLS SD 605 MOD
- (N13) FENCE (12' HEIGHT)
- (N14) NOT USED
- (N15) NOT USED
- (N16) NOT USED
- (N17) NOT USED
- (N18) MANHOLE, ADJUST TO GRADE
- (N19) PEDESTRIAN RAMP – SEE PAVING DETAILS
- (N20) NOT USED
- (N21) CONCRETE DRIVEWAY APPROACH – TYPE A, SEE POST FALLS SD 2014
- (N22) NOT USED
- (N23) VALLEY GUTTER; SEE DETAIL
- (N24) NOT USED
- (N25) CHIP SEAL AND FOG COAT FULL EXTENTS OF STRIPING. SEE 400 SHEETS FOR EXTENTS
- (N26) NOT USED
- (N27) TRUCK APRON CURB
- (N28) TRUCK APRON CONCRETE
- (N29) CENTRAL ISLAND CURB
- (N30) CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
- (N31) NOT USED

LEGEND

- PROPOSED HOT MIX ASPHALT (HMA)
- PROPOSED CONCRETE

HORZ 0 20 40
VERT 0 5 10
SCALE IN FEET

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

JUB
J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

ORIGINAL SIGNED BY: TRAVIS A. MARDEN 17078 DATE ORIGINAL SIGNED: 03/08/2022

RIGHT OF OWNERSHIP
J-U-B ENGINEERS, INC. EXPRESSLY RESERVES ITS STATUTORY, COMMON LAW AND OTHER PROPERTY RIGHTS IN THESE PLANS, INCLUDING COPYRIGHT. THESE PLANS SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT SUCH CONSENT SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO	DESCRIPTION	BY	DATE
	REVISION		

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STA 31+00.00 TO STA 35+00.00
ROADWAY PLAN AND PROFILE

FILE: 07-21-055 C-206
JUB PROJ. #: 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/1/2022

DRAWING:
C-206
SHEET: 20 OF 70

RIGHT-OF-WAY AND EASEMENT ACQUISITION AGREEMENT

Poleline Avenue / Cecil Road Roundabout

THIS AGREEMENT is made and entered into by and between The City of Post Falls ("City"), a municipal corporation, whose address is 408 N. Spokane Street, Post Falls, ID 83854, and **Post Falls School District 273**, whose address is PO Box 40, Post Falls, Idaho, 83877 ("Grantor") for the grant of rights-of-way and easements to the City as further described herein, under the following terms and conditions:

1. The Grantor agrees to deliver the following fully executed documents to the City: Road Right-of-Way, Permanent Easement, and Temporary Construction Easement in the forms attached hereto and incorporated herein by reference as Exhibits "A", "B", and "C" conveying to the City Rights-of-Way; along with Permanent and Temporary Construction easements for the purposes of roadway construction, utility relocations, sidewalk construction, landscaping, and other grading work associated with the construction of roadway improvements at the intersection of Poleline Avenue and Cecil Road.

2. City agrees to perform the following actions on behalf of the Grantor, upon receipt of the executed grant of right-of-way and easements, as full consideration of the grant of right-of-way and easements and any damages to the Grantor's property resulting from the use of the property by the City the following consideration:

   Property Acquisition

   New Roadway Rights-of-Way (Exhibit "A") 917.73 sq. feet

   New Permanent Easement (Exhibit "B") 2,225.27 sq. feet

   Temporary Construction Easement (Exhibit "C")

   City agrees to restore the Grantor's property to an equal or better condition upon completion of construction. The work is generally envisioned to entail grading any areas disturbed by construction, landscape restoration with an application of hydro-seeding (lawn turf mixture), and the repair and adjustment of irrigation systems impacted within the disturbed areas of the easements.

   The City will, as part of the project, replace sections of the existing fencing that require relocation to the new right-of-way and permanent easement limits, as applicable, with a new 12-foot high chain link fence.

   The City will, as part of the project, construct a turn island within the eastern most High School Driveway Approach. This restriction is at the request of the Grantor to restrict left turns onto Poleline Ave. at this location.

3. City's rights-of-way and easement rights shall commence on the date of delivery of the easements to the City.

4. Grantors agree that this agreement shall constitute the entire agreement between the parties.

5. The parties agree that the Temporary Construction Easement shall terminate at the completion of the warranty period for the construction of the City of Post Falls – Poleline Avenue / Cecil Road Roundabout, one (1) year from the date of final acceptance of improvements by the City from the contractor.

6. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this 21 day of April 2022.

CITY

_____
Ronald G. Jacobson, Mayor

GRANTOR

_____
Dena Naccarato, Superintendent
Post Falls School District, 273

ATTEST:

_____
Shannon Howard, City Clerk

WITNESS:

_____

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this day of _____, 2022, before me, a Notary Public, personally appeared *Ronald G. Jacobson* and *Shannon Howard* known to me to be the *Mayor* and *City Clerk,* respectively, of the City of Post Falls that executed the foregoing instrument and acknowledged to me that said City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at: _____
My Commission expires:_____

ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this ___ day of ____, 2022, before me, a Notary for the state of Idaho, personally appeared _____ known, or identified to me to be the _____, of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____
Notary Public for the state of Idaho
Residing at:_____
Commission Expires:_____

GRANT OF RIGHT-OF-WAY

KNOWN ALL MEN BY THESE PRESENTS, that **Post Falls School District, 273, PO Box 40, Post Falls, Idaho 83877** for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, do hereby grant, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property, to wit:

A portion of land located in the northeast quarter of the southwest quarter of section 36, Township 41 north, Range 05 west, Boise Meridian, City of Post Falls, Kootenai County, State of Idaho; more particularly described as follows:

Commencing at the north quarter corner of said Section 36, to which the northwest corner bears north 88 36'28" west, as recorded in the Plat of Knapp Addition, Book "J", Page 165, in the Records of Kootenai County, Idaho; Thence north 88 36'28" west along said north line of Section 36, 40.00 feet to a point; thence south, parallel with the east line of the southwest quarter of Section 36, 50.00 feet to a point at the existing intersection of the roadway rights-of-way lines of Poleline Avenue and Cecil Road, and the point of beginning of this description.

Thence along the western rights-of-way line of Cecil Road, said line being parallel to and offset 40.00 feet west of the east line of the said southwest quarter of Section 36, 54.00 feet;

Thence leaving said western rights-of-way line of Cecil Road, north 31 47'50" west, 64.51 feet to the south rights-of-way line of Poleline Avenue;

Thence along the south rights-of-way line of Poleline Avenue, south 88 36'28" east 34.00 feet, returning to the point of beginning.

Said parcel containing 917.73 square feet (0.02 acres) more or less

TO HAVE AND TO HOLD such right-of-way for public purposes, the Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

IN WITNESS WHEREOF Post Falls School District 273 the Grantors have caused this instrument to be executed this 21 day of April, 2022.

Dena Naccarato – School Administrator
Post Falls School District 273

ACKNOWLEDGMENT

STATE OF IDAHO)
County of Kootenai)

On this 21st day of April, 2022, before me personally appeared Dena Naccarato, known to me or identified to me to be the person(s) subscribed herein who executed the foregoing Grant-Of Right-Of-Way and acknowledged that they voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: Post Falls, Idaho
My Commission Expires: 12/13/2023

KERRI ZELLER
NOTARY PUBLIC
MY COMMISSION EXPIRES 12-13-2023
STATE OF IDAHO
COMMISSION NUMBER 20171094

CITY OF POST FALLS

This grant of right-of-way has been approved and accepted by the Post Falls City Council this _____ day of _____ 20___.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

State Of Idaho)
:ss
County of Kootenai)

On this ___ day of _____, 20___, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____
Notary Public for the state of Idaho
Residing at:_____
Commission Expires:_____

GRANT OF EASEMENT
EXHIBIT "B"

KNOW ALL MEN BY THESE PRESENTS that, **Post Falls School District, 273, PO Box 40, Post Falls, Idaho 83877**, herein after termed "Grantors", for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public stormwater drainage facility over, under, upon and across the following described property, to wit:

A portion of land located in the northeast quarter of the northwest quarter of section 36, Township ~~51~~ north, Range 05 west, Boise Meridian, City of Post Falls, Kootenai County, State of Idaho; more particularly described as follows:

Commencing at the north quarter corner of said Section 36, to which the northwest corner bears north 89° 25' 59" west, as shown in Record Of Survey Book 13 Page 80, in the Records of Kootenai County, Idaho; Thence north 89° 25' 59" west, along said north line of Section 36, 40.00 feet to a point; thence south parallel with the east line of the northwest quarter of Section 36, 50.00 feet to a point at the existing intersection of the roadway rights-of-way lines of Poleline Avenue and Cecil Road; Thence along the south rights-of-way line of Poleline Avenue, north 89° 25' 59" west, 34.00 feet, to the point of beginning of this description.

Thence continuing along the along the south rights-of-way line of Poleline Avenue, north 89° 25' 59" west, 105.00;

Thence leaving said southern rights-of-way line of Poleline Avenue, South parallel with the east line of the northwest quarter of Section 36, 20.00 feet;

Thence easterly parallel to the referenced north line of Section 36, south 89° 25' 59" east, 117.56 feet;

Thence north 32° 08' 47" west, 23.6 feet, returning to the point of beginning.

Said parcel containing 2,218 square feet (0.42 acres) more or less

TO HAVE AND TO HOLD said easement for public stormwater drainage facility purposes so long as the same shall be used, operated and maintained as such. The Grantors herein expressly limit the grant and quitclaim of this easement to their respective interest, and that of their successors, in that parcel of land over, under, upon and across which said easement lies.

DATED AND DONE this 21 day of April, 2022

Dena Naccarato – School Administrator
Post Falls School District 273

STATE OF IDAHO)
:ss
County of Kootenai)

On this 21st day of April, 2022, before me a Notary Public in and for said State, personally appeared Dena Naccarato, known or identified to me to be the Superintendent of the corporation that executed this instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

KERRI ZELLER
NOTARY PUBLIC
MY COMMISSION EXPIRES 12-13-2023
STATE OF IDAHO
COMMISSION NUMBER 20171094

NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO
Residing at: Post Falls, Idaho
My Commission Expires: 12/13/2023

CITY OF POST FALLS

This easement has been approved and accepted by the Post Falls City Council this _____ day of _____ 20___.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

State Of Idaho)
:ss
County of Kootenai)

On this ___ day of _____, 20___, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

_____
Notary Public for the state of Idaho
Residing at:_____
Commission Expires:_____

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "C"

Project Name: Poleline Ave. & Cecil Rd. Roundabout
Parcel No(s): P-9000-036-2270 (2832 E. Poleline Ave.)

KNOW ALL MEN BY THESE PRESENT, that **Post Falls School District # 273,** hereinafter "Grantor", whose address is PO Box 40, Post Falls, ID. 83854, in consideration of the benefits to be received from the facility to be constructed and other good and valuable consideration the receipt of which is hereby acknowledged, hereby grants unto the City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854, and its successors and assigns, hereinafter "Grantee", the right to go upon, occupy, and use the following described property:

> *A portion of the northeast quarter of the northwest quarter of Section 36, T. 51 N., R. 05 W., B.M., City of Post Falls, Kootenai County, State of Idaho.*
>
> A portion of the property as shown on Exhibit "1" (plan sheets G-001, C-102, C-204, C-205, CU-103) attached hereto, and made a part hereof.
>
> For the purpose of constructing a roundabout and associated public rights-of-way improvements within the existing rights-of-way and easements. Including reconstruction of the existing chain-link fence. Including grading and reseeding adjacent to the right-of-way together with the right and privilege of ingress and egress to and from said property for said purposes.

Grantor understands and agrees that Grantee may be required to add fill or remove excess soil to match the elevation of the constructed facilities.

It is expressly intended that these burdens and restrictions shall be in full force and effect and shall bind the Grantor, his heirs, successors and assigns.

The Grantor understands that this agreement shall terminate upon the completion of the referenced project.

The Grantor does hereby covenant with the Grantee that he lawfully owns and possesses the aforementioned and described tract of land, and that he has a good and lawful right to convey such use.

IN WITNESS WHEREOF, Grantor has hereunto set his hand this 21 day of April, 2022.

GRANTOR Signed: _____

Witnessed by: _____ Title: Clerk of the Board

CITY OF POST FALLS

POLELINE AVE AND CECIL RD ROUNDABOUT

FEBRUARY 2022

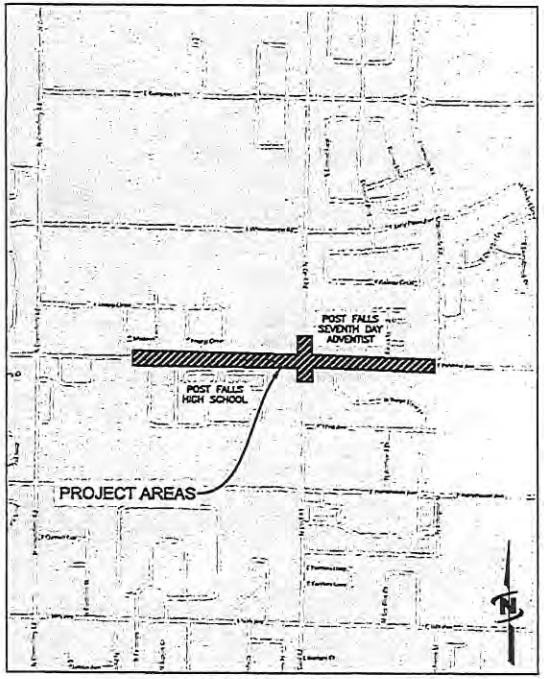
LOCATION MAP
NOT TO SCALE

OWNER

CITY OF POST FALLS, IDAHO

RONALD JACOBSON	MAYOR
KERRI THORESON	COUNCIL SEAT 1
JOSH WALKER	COUNCIL SEAT 2
JOE MALLOY	COUNCIL SEAT 3
NATHAN ZIEGLER	COUNCIL SEAT 4
LYNN BORDERS	COUNCIL SEAT 5
KENNY SHOVE	COUNCIL SEAT 6.

CITY OF POSTFALLS



VICINITY MAP

PROJECT NO. 07-21-055

INDEX OF SHEETS	
Sheet Number	Sheet Title
GENERAL	
G-001	COVER SHEET
G-002	GENERAL NOTES
G-003	GENERAL NOTES
G-004	DRAWING MANAGEMENT
G-005	GENERAL SYMBOLS
SURVEY	
V-101	TOPOGRAPHIC SURVEY
V-102	TOPOGRAPHIC SURVEY
V-103	TOPOGRAPHIC SURVEY
V-104	TOPOGRAPHIC SURVEY
DEMOLITION	
C-101	DEMOLITION
C-102	DEMOLITION
C-103	DEMOLITION
C-104	DEMOLITION
ROADWAY SECTIONS	
C-200	ROADWAY SECTIONS
C-201	ROADWAY SECTIONS
ROADWAY PLAN AND PROFILE	
C-202	STA 10+70.00 TO STA 14+00.00
C-203	STA 19+00.00 TO STA 23+00.00
C-204	STA 23+00.00 TO STA 27+00.00
C-205	STA 27+00.00 TO STA 31+00.00
C-206	STA 31+00.00 TO STA 35+00.00
C-207	STA 39+00.00 TO STA 42+00.00
C-208	STA 42+00.00 TO STA 45+00.00
C-209	STA 45+00.00 TO STA 47+00.00
ROUNDABOUT PLAN AND PROFILE	
C-301	ROUNDABOUT INDEX
C-302	ROUNDABOUT– TRUCK APRON LIPLINE
C-303	ROUNDABOUT– NORTHWEST LIPLINE
C-304	ROUNDABOUT – SOUTHWEST LIPLINE
C-305	ROUNDABOUT – SOUTHEAST LIPLINE
C-306	ROUNDABOUT – NORTHEAST LIPLINE
C-307	ROUNDABOUT – SPLITTER ISLAND DETAILS
C-308	ROUNDABOUT – SPLITTER ISLAND DETAILS
SIGNING AND STRIPING	
C-401	SIGNING AND PAVEMENT MARKINGS
C-402	SIGNING AND PAVEMENT MARKINGS
C-403	SIGNING AND PAVEMENT MARKINGS
C-404	SIGNING AND PAVEMENT MARKINGS
C-405	PAVEMENT MARKINGS
C-406	SIGNING
C-407	SIGNING AND PAVEMENT MARKINGS
C-408	SIGNING AND PAVEMENT MARKING DETAILS
C-409	SIGNING AND PAVEMENT MARKING DETAILS
C-410	SIGNING AND PAVEMENT MARKING DETAILS

DETAILS	
C-501	DETAILS
C-502	DETAILS
C-503	DETAILS
C-504	DETAILS
C-505	DETAILS
C-506	DETAILS
C-507	PAVING DETAILS
C-508	PAVING DETAILS
C-509	PAVING DETAILS
C-510	PAVING DETAILS
ILLUMINATION PLAN	
C-601	ILLUMINATION PLAN
TRAFFIC CONTROL PLAN	
C-701	TRAFFIC CONTROL PLAN
C-702	PEDESTRIAN DETOUR PLAN
C-703	POLELINE LANE EXTENSION TRAFFIC CONTROL
UTILITY PLAN	
C-801	UTILITY PLAN
C-802	UTILITY PLAN
C-803	UTILITY PLAN
C-804	UTILITY PLAN
LANDSCAPE PLAN	
C-901	LANDSCAPE GENERAL NOTES
C-902	LANDSCAPE DETAILS
C-903	LANDSCAPE PLANTING AND IRRIGATION PLAN
C-904	LANDSCAPE PLANTING AND IRRIGATION PLAN
STORM SEWER	
CU-101	STORM SEWER AND SWALE GRADING PLAN
CU-102	STORM SEWER AND SWALE GRADING PLAN
CU-103	STORM SEWER AND SWALE GRADING PLAN
CU-104	STORM SEWER AND SWALE GRADING PLAN

EXHIBIT "1"
SHEET 1 OF 5

Know what's below. Call before you dig.

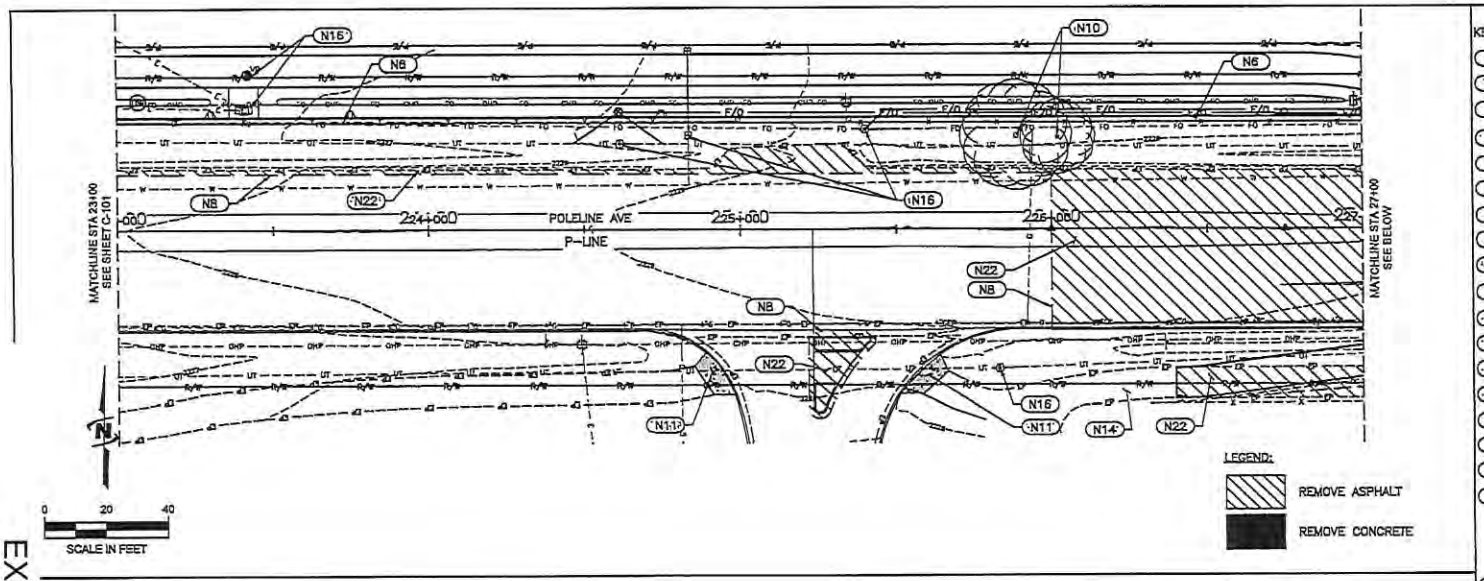
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

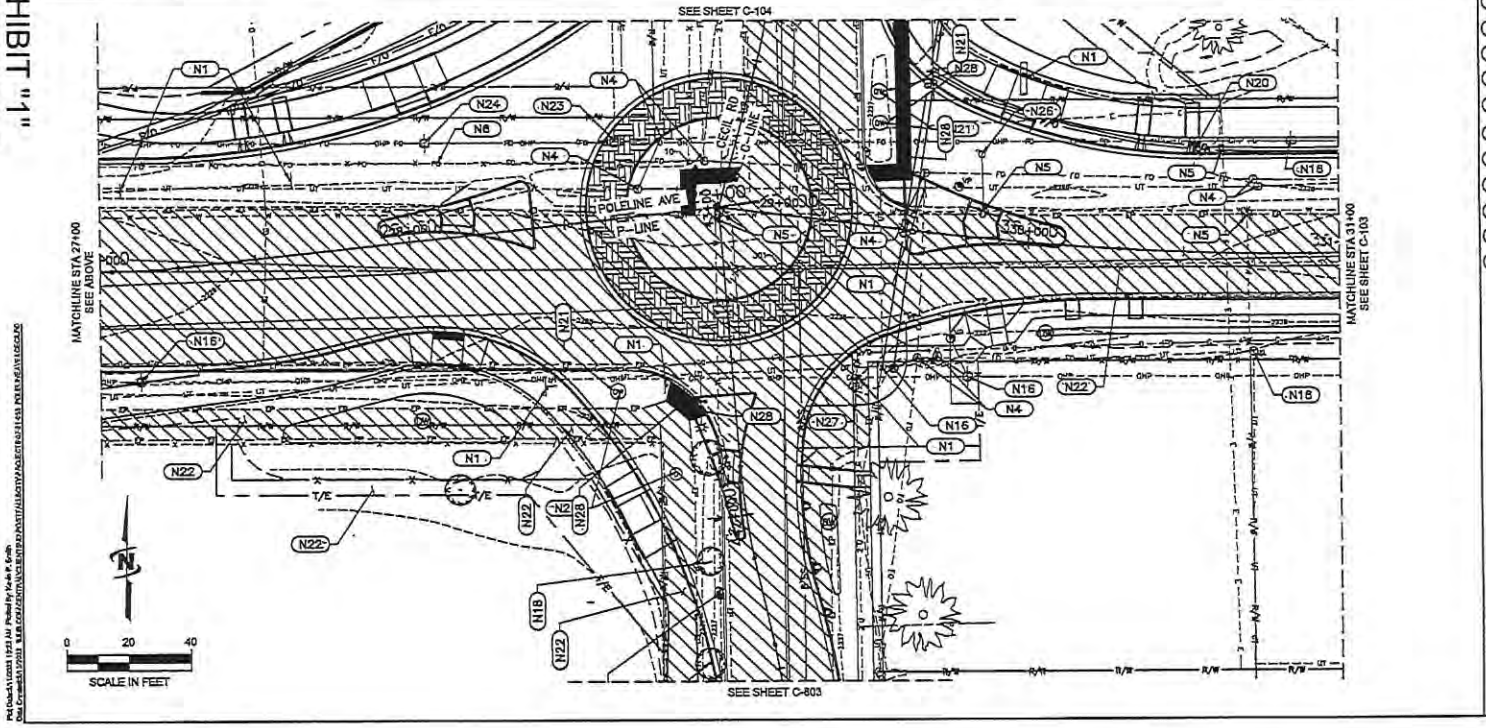
APPROVED FOR CONSTRUCTION

J-U-B ENGINEERS, INC.
7825 Meadowlark Way, Coeur d'Alene, ID 83815
p 208 762 8787 f 208 762 9797 w www.jub.com
J-U-B FAMILY OF COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

LAST UPDATED: 2/11/2022
SHEET NUMBER:
G-001

Pd Date:2/11/2022 N:\ENGDWG\CITIVIL\CLIENT\697-POSTFALLS\CITY\PROJECTS\7-21-6





KEYED NOTES (THIS SHEET):

- (N1) REMOVE SIGN
- (N2) RELOCATE MAILBOX
- (N3) REMOVE LIGHT POLE (BY OTHERS)
- (N4) RESET COMMUNICATIONS JUNCTION BOX (BY OTHERS)
- (N5) ADJUST VALVE BOX TO GRADE
- (N6) REMOVE FENCE
- (N7) REMOVE WALL TO CATCH LIMITS
- (N8) SAWCUT
- (N9) RETAIN AND PROTECT FENCE
- (N10) REMOVE TREE
- (N11) RETAIN AND PROTECT CONCRETE
- (N12) RETAIN AND PROTECT SURVEY MONUMENT
- (N13) CATCH LIMITS
- (N14) RETAIN AND PROTECT ASPHALT
- (N15) RETAIN AND PROTECT CURB
- (N16) RETAIN AND PROTECT UTILITY
- (N17) RETAIN AND PROTECT SIDEWALK
- (N18) REMOVE TREES AND LANDSCAPE AS NECESSARY TO CONSTRUCT PROJECTS IMPROVEMENTS. MARK AND VERIFY WITH URBAN FORESTER AND CEMETERY SEXTON PRIOR TO REMOVAL. INSTALL TEMPORARY TREE PROTECTION ON REMAINING TREES ACCORDING TO URBAN FORESTER GUIDANCE.
- (N19) RESET SIGN
- (N20) ADJUST WATER METER TO GRADE
- (N21) FILL AND ABANDON EXISTING DRYWELL
- (N22) REMOVE ASPHALT
- (N23) RESET ELECTRICAL JUNCTION BOX (BY OTHERS)
- (N24) REMOVE UTILITY POLE (BY OTHERS)
- (N25) REMOVE CURB AND GUTTER
- (N26) RELOCATE HYDRANT
- (N27) ADJUST GAS VALVE TO GRADE (BY OTHERS)
- (N28) REMOVE CONCRETE
- (N29) RETAIN AND PROTECT TREE

NOTES:

1. CONTRACTOR TO REMOVE ALL LANDSCAPING IN CONFLICT WITH PROPOSED IMPROVEMENTS. LANDSCAPE FEATURES ARE TO BE PROVIDED BACK TO THE PROPERTY OWNERS. IF THE PROPERTY OWNERS ELECT TO DISPOSE OF LANDSCAPE FEATURES, THE CONTRACTOR SHALL DISPOSE OF THEM AT CONTRACTOR EXPENSE.
2. THE CONTRACTOR SHALL PERFORM THE FOLLOWING STEPS WHEN IRRIGATION SYSTEMS ARE ENCOUNTERED WITHIN THE PROJECT LIMITS:
   a. CONTACT THE PROPERTY OWNER TO IDENTIFY THE EXTENTS OF THE IRRIGATION SYSTEM ITS CONNECTIVITY, AND GENERAL INFORMATION ABOUT THE IRRIGATION SYSTEM.
   b. REROUTE AND RECONSTRUCT THE IRRIGATION LINES OUTSIDE OF THE PROPOSED PROJECT IMPROVEMENTS, MAINTAINING THE INTEGRITY AND CONNECTIVITY OF THE IRRIGATION SYSTEM.
   c. REPLACE IRRIGATION FIXTURES TO PROVIDE EVEN COVERAGE.
   d. RESTORE CONNECTIVITY AND FUNCTIONALITY OF THE IRRIGATION SYSTEM WITHIN 2 DAYS OF SEVERING THE CONNECTION. IFWEATHER IS BELOW 90 DEGREES THIS TIME FRAME MAY BE EXTENDED BY THE ENGINEER.
   e. IRRIGATION REPAIR IS INCIDENTAL TO REMOVAL OF OBSTRUCTIONS.

JUB
J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

BASIS OF DRAWINGS
J-U-B BEARS NO RESPONSIBILITY FOR ANY USE OF THESE DRAWINGS BY ANY PERSON OR ENTITY FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY WERE PREPARED. ANY REUSE WITHOUT SPECIFIC WRITTEN VERIFICATION OR ADAPTATION BY J-U-B WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	DATE

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STA 27+00.00 TO STA 31+00.00
ROADWAY PLAN AND PROFILE

FILE: 67-21-052 C-COVER
JOB PROJ. #: 67-21-052
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/15/2022

DRAWING:
C-102

SHEET: 11 OF 67

EXHIBIT "1"
SHEET 2 OF 5

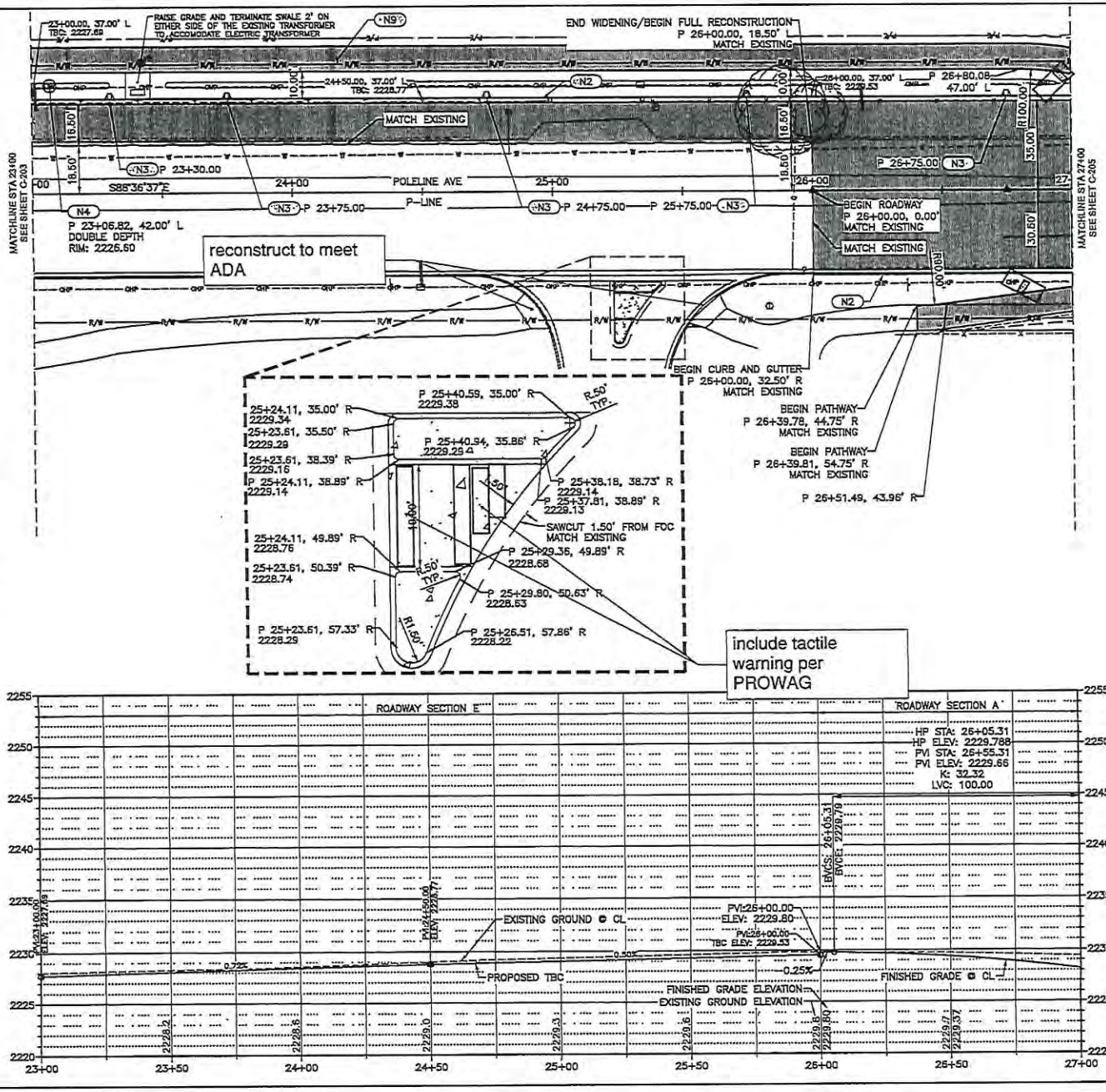


EXHIBIT "1"
SHEET 3 OF 5

KEYED NOTES:

- N1 NOT USED
- N2 STANDARD CURB AND GUTTER; SEE POST FALLS SD 2010
- N3 DRAINAGE CURB CUT; SEE POST FALLS SD 603
- N4 DRYWELL; SEE POST FALLS SD 601. CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
- N5 STANDARD STRAIGHT CURB; SEE POST FALLS SD 2009
- N6 SPLITTER ISLAND CONCRETE
- N7 NOT USED
- N8 NOT USED
- N9 MULTIUSE TRAIL; SEE TYPICAL SECTION
- N10 CONCRETE SIDEWALKS; SEE POST FALLS SD 2012
- N11 SIDEWALK UNDERDRAIN (PRECAST) SEE POST FALLS SD 604
- N12 SIDEWALK UNDERDRAIN (CURB SEPARATED) MODIFIED SEE POST FALLS SD 605 MOD
- N13 FENCE (12' HEIGHT)
- N14 NOT USED
- N15 NOT USED
- N16 NOT USED
- N17 NOT USED
- N18 MANHOLE, ADJUST TO GRADE
- N19 PEDESTRIAN RAMP – SEE PAVING DETAILS
- N20 NOT USED
- N21 CONCRETE DRIVEWAY APPROACH – TYPE A, SEE POST FALLS SD 2014
- N22 NOT USED
- N23 VALLEY GUTTER; SEE DETAIL
- N24 NOT USED
- N25 CHIP SEAL AND FOG COAT FULL EXTENTS OF STRIPING. SEE 400 SHEETS FOR EXTENTS
- N26 NOT USED
- N27 TRUCK APRON CURB
- N28 TRUCK APRON CONCRETE
- N29 CENTRAL ISLAND CURB
- N30 CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
- N31 NOT USED

LEGEND

- PROPOSED HOT MIX ASPHALT (HMA)
- PROPOSED CONCRETE

HORZ 0 20 40
VERT 0 5 10
SCALE IN FEET

Know what's below. Call before you dig.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

BOISE OF ARCHITECTS
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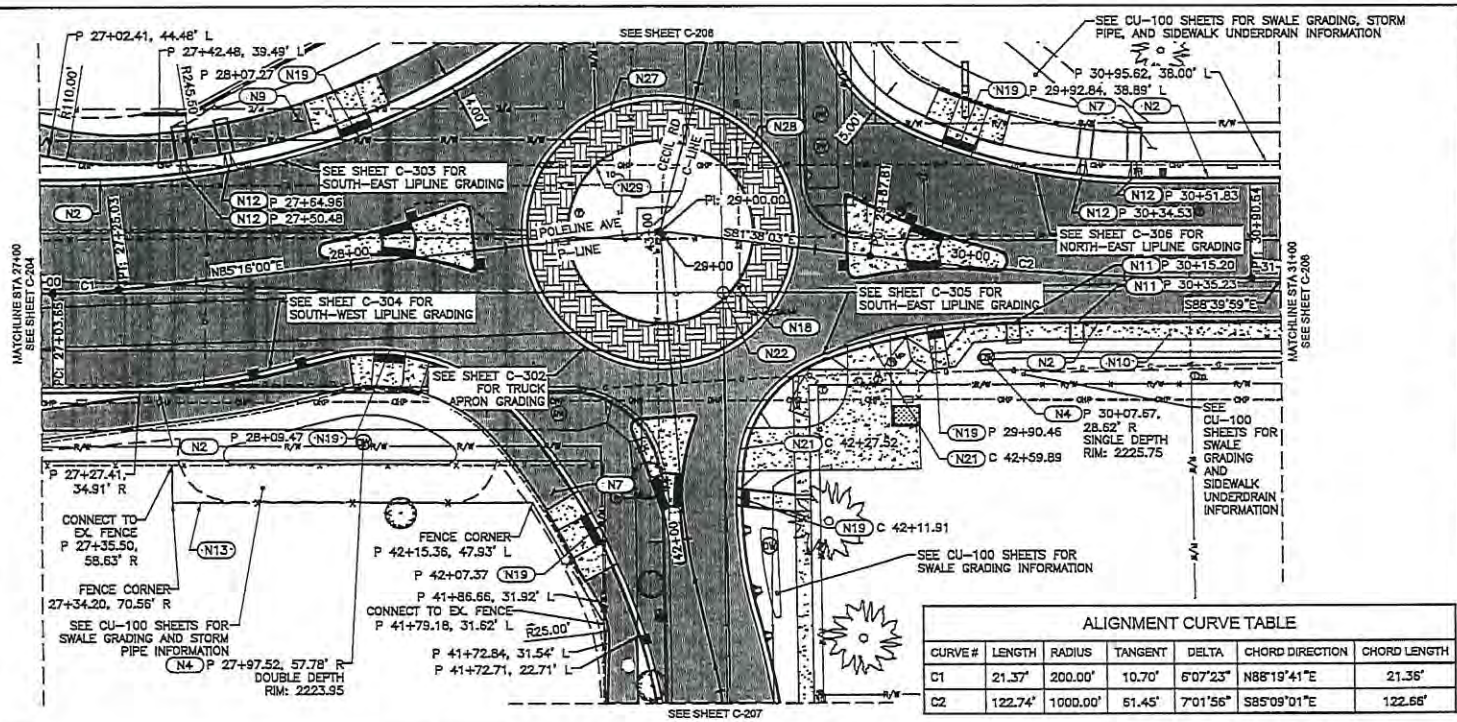
REVISION	BY	DATE

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

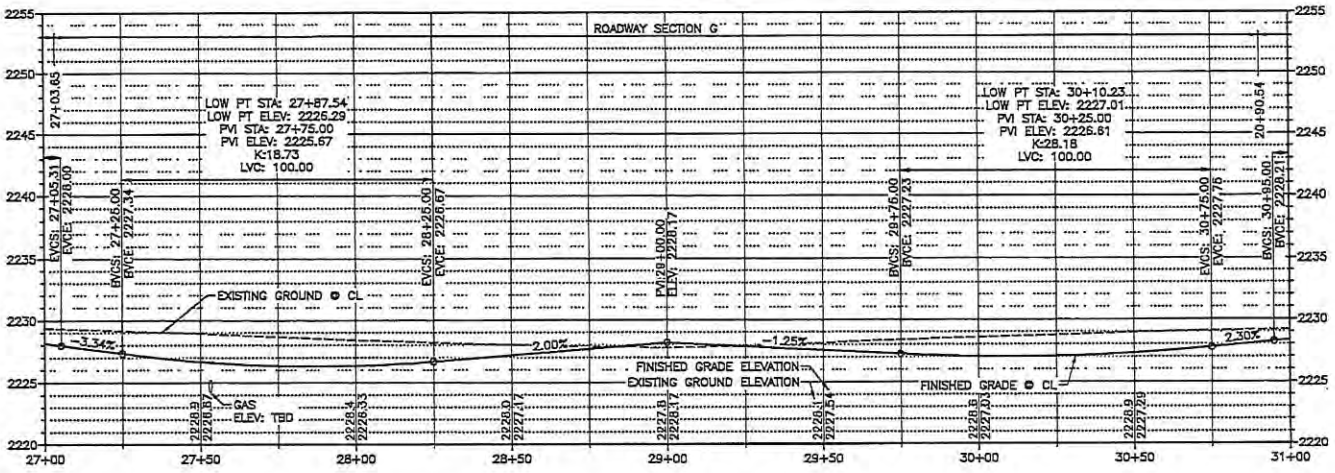
STA 23+00.00 TO STA 27+00.00
ROADWAY PLAN AND PROFILE

FILE: 07-21-052 C-204
JUB PROJ. # 07-21-052
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
QAQC BY:
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/16/2022

DRAWING: C-204
SHEET: 18 OF 67



ALIGNMENT CURVE TABLE						
CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	21.37'	200.00'	10.70'	6°07'23"	N88°19'41"E	21.36'
C2	122.74'	1000.00'	61.45'	7°01'56"	S85°09'01"E	122.66'



KEYED NOTES:

- N1 NOT USED
- N2 STANDARD CURB AND GUTTER; SEE POST FALLS SD 2010
- N3 DRAINAGE CURB CUT; SEE POST FALLS SD 603
- N4 DRYWELL; SEE POST FALLS SD 601. CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
- N5 STANDARD STRAIGHT CURB; SEE POST FALLS SD 2009
- N6 SPLITTER ISLAND CONCRETE
- N7 NOT USED
- N8 NOT USED
- N9 MULTIUSE TRAIL; SEE TYPICAL SECTION
- N10 CONCRETE SIDEWALKS; SEE POST FALLS SD 2012
- N11 SIDEWALK UNDERDRAIN (PRECAST) SEE POST FALLS SD 604
- N12 SIDEWALK UNDERDRAIN (CURB SEPARATED) MODIFIED SEE POST FALLS SD 605 MOD
- N13 FENCE (12' HEIGHT)
- N14 NOT USED
- N15 NOT USED
- N16 NOT USED
- N17 NOT USED
- N18 MANHOLE, ADJUST TO GRADE
- N19 PEDESTRIAN RAMP – SEE PAVING DETAILS
- N20 NOT USED
- N21 CONCRETE DRIVEWAY APPROACH – TYPE A, SEE POST FALLS SD 2014
- N22 NOT USED
- N23 VALLEY GUTTER; SEE DETAIL
- N24 NOT USED
- N25 CHIP SEAL AND FOG COAT FULL EXTENTS OF STRIPING. SEE 400 SHEETS FOR EXTENTS
- N26 NOT USED
- N27 TRUCK APRON CURB
- N28 TRUCK APRON CONCRETE
- N29 CENTRAL ISLAND CURB
- N30 CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
- N31 NOT USED

LEGEND

- PROPOSED HOT MIX ASPHALT (HMA)
- PROPOSED CONCRETE

HORZ 0 20 40
VERT 0 5 10
SCALE IN FEET

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

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
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PRELIMINARY PLANS
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REVISIONS

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STA 27+00.00 TO STA 31+00.00
ROADWAY PLAN AND PROFILE

FILE: 07-21-030 C-205
J-U-B PROJ. # 07-21-030
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DESIGN BY: WG
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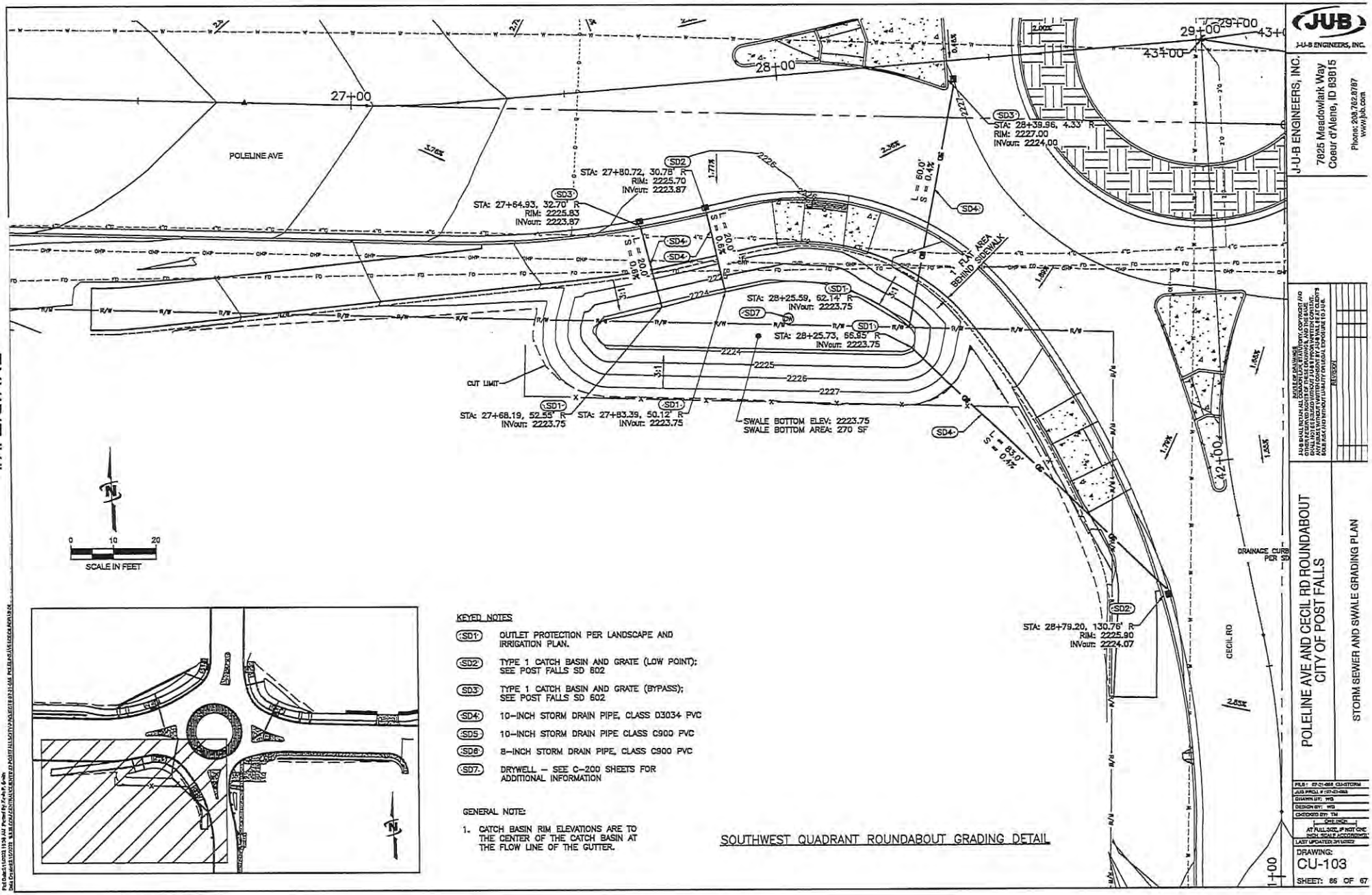
ONE INCH
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 2/16/2023

DRAWING: C-205
SHEET: 19 OF 67

EXHIBIT "1"
SHEET 4 OF 5

Plotted: 1/27/2023 10:14 AM Plotted By: Kyle P. Bello
N:\Projects\2021\07-21-030\Design\Post Falls\Exhibits\Roadway Plan and Profile.dwg

EXHIBIT "1"
SHEET 5 OF 5



KEYED NOTES

(SD1) OUTLET PROTECTION PER LANDSCAPE AND IRRIGATION PLAN.

(SD2) TYPE 1 CATCH BASIN AND GRATE (LOW POINT); SEE POST FALLS SD 602

(SD3) TYPE 1 CATCH BASIN AND GRATE (BYPASS); SEE POST FALLS SD 602

(SD4) 10-INCH STORM DRAIN PIPE, CLASS D3034 PVC

(SD5) 10-INCH STORM DRAIN PIPE CLASS C900 PVC

(SD6) 8-INCH STORM DRAIN PIPE, CLASS C900 PVC

(SD7) DRYWELL – SEE C-200 SHEETS FOR ADDITIONAL INFORMATION

GENERAL NOTE:

1. CATCH BASIN RIM ELEVATIONS ARE TO THE CENTER OF THE CATCH BASIN AT THE FLOW LINE OF THE GUTTER.

SOUTHWEST QUADRANT ROUNDABOUT GRADING DETAIL

JUB
J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
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REVISIONS

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STORM SEWER AND SWALE GRADING PLAN

FILE: 07-21-068 CU-STORM
JUB PROJ. # 107-21-068
DRAWN BY: WB
DESIGN BY: WB
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED ON 1/2023

DRAWING:
CU-103
SHEET: 86 OF 67

CITY OF POST FALLS
AGENDA REPORT
New Business

MEETING DATE: 5/3/2022

DATE: 4/25/2022 9:26 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert S. Palus, PE – Assistant City Engineer

SUBJECT: Poleline Ave. & Cecil Rd. Roundabout – Utility Construction Reimbursement Agreement with Ross Point Water District

---

ITEM AND RECOMMENDED ACTION:
With approval, the Council would authorize the Mayor's signature on the Utility Construction Reimbursement Agreement with the Ross Point Water District.

DISCUSSION:
City Staff has recommended to City Council to award for construction the Poleline Ave. and Cecil Rd. Roundabout project. A portion of the contracted work includes the construction of water main improvements for the benefit of the Ross Point Water District. Replacement of the existing watermain is needed to accommodate long-term maintenance of facilities and improve system reliability.

The Utility Construction Reimbursement Agreement identifies an estimated reimbursement of $197,335.00 from Ross Point Water. The reimbursement is for construction of Ross Point Water facilities. Construction engineering associated with construction and project certification is being completed by the Ross Point Water District and their engineering representative. Actual reimbursement will be based on the actual quantities of materials installed and the rates identified within the projects contract documents.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 6, 2021	MOU with PFURA for Cecil/Poleline and Cecil/Mullan Intersection Improvements
August 3, 2021	Professional Services Agreement with JUB for Design of Cecil/Poleline and Cecil/Mullan Intersection Improvements.
March 3, 2022	First addendum to MOU with PFURA for Cecil/Poleline and Cecil/Mullan Intersection Improvements.
March 15, 2022	Request to bid project

APPROVED OR DIRECTION GIVEN:
Council has approved project related actions to date.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$197,335 (reimbursement to City)

BUDGET CODE:
037-431.0000.95137

SUPPORTING DOCUMENTS:
A copy of the construction reimbursement agreement is attached.

UTILITY CONSTRUCTION REIMBURSEMENT AGREEMENT

This Utility Construction Reimbursement Agreement ("Agreement") is entered into between City of Post Falls ("City"), a municipal corporation of the State of Idaho, and Ross Point Water District ("District"), sometimes, individually, a "Party" and collectively, the "Parties".

Background and Purpose: The City proposes to construct improvements as part of Poleline Avenue and Cecil Road Roundabout ("the Project"). A portion of the work being constructed with the Project on behalf of the District is to construct watermains in conjunction with roadway construction Project. This Agreement states the terms by which the cost of the utility construction by City shall be reimbursed by District.

City agrees to provide, engineering, planning, design, scheduling, and construction services collectively, ("Work") to install watermains.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

Section 1 Statement of Work

1.1 The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on **Exhibit A**, attached hereto and incorporated by reference herein. City will perform the following tasks:

1.1.1 Plan and schedule Work.

1.1.2 Provide material and labor to construct a 10" watermain in Poleline Avenue.

Section 2 Term of Agreement

This Agreement will become effective when executed by both Parties and terminate when City has made a full accounting to the District showing the actual costs charged against the Project and District has made final payment in accordance with Section 3 of this Agreement. City's estimated completion date for the Work is August 24, 2022, provided that this Agreement is executed by May 03, 2022.

Section 3 Compensation

3.1 City's *estimated* cost for the Work identified in **Exhibit A** is $197,355.00.

3.2 During the performance of the Work, City will provide progressive invoices to District based on actual costs incurred up to the date of the invoice in connection with the Work,

3.3 Upon completion of the Work, City will submit a final invoice to District, reflecting the actual cost of such Work, less any other interim payments and/or Change Orders paid by District.

3.4 District shall pay the amount billed by City within 30 days of District's receipt of any progressive and final invoices submitted for the Work.

3.5 If elements of the Work change, the Parties shall execute a Change Order to this Agreement that reflects the required changes, and the costs and schedule associated with same. Such Change Order will be incorporated into this Agreement by this reference upon execution by both Parties.

3.6 In the event that the actual costs of the Relocation Work materially deviate from the estimated costs identified in Section 3.1 above due to circumstances beyond City's control (e.g. encountering sold rock, etc.), City may, at its option, either (i) modify the estimated cost of the Work; or (ii) require District to make an interim payment reflecting the difference between the estimated and actual costs. City reserves the right to stop performance of the Work for District's nonpayment.

3.5 District shall be responsible for, and shall pay to City, 100% of the actual costs of the Work identified in **Exhibit A**.

Section 4 Notices to the Parties

4.5 All notices, demands, requests, and other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth below. Such notices, demands, requests, and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

4.6 Notices to City:

Robert S. Palus, PE – Assistant City Engineer
408 N. Spokane St.
Post Falls, ID. 83854
Phone: 208-457-3331
Email: rpalus@postfallsidaho.org

4.7 Notices to the District:

Dan Selden
8584 W. Prairie Ave.
Post Falls, ID. 83854
Phone: 208-773-1120
Email:danselden@hotmail.com

4.8 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 5 Other Provisions:

5.1 **Governing Law and Venue**. This Agreement will be interpreted and enforced in accordance with the laws of the State of Idaho. Any lawsuit or litigation for any breach of this Agreement must be instituted and determined only in the District Court for the First Judicial District of the State of Idaho in the County of Kootenai and my not thereafter be removed to any other State or Federal Court.

5.2 **Further Assurances**. Each Party agrees to perform such further acts and to execute and deliver such additional agreements, documents, acknowledgements, and instruments as the other Party may reasonably require consummating, evidencing, confirming, or carrying out the intent of this Agreement.

5.3 **Entire Agreement:** This Agreement contains the entire understanding between the Parties as to its subject matter. Any representation, promise, modification, or amendment to this Agreement (or any incorporated documents), will not be binding upon either Party unless reduced to writing and signed by each Party. The invalidity or unenforceability of any provision under this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted. The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement, or to exercise any rights available to it under this Agreement, will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

5.4 **Headings:** Section headings are for convenience only and will not be given effect in interpretation of this Agreement.

5.5 **Assignment:** The Parties shall not transfer or assign this Agreement, in whole or part, without the prior written consent. This Agreement shall inure to the benefit of and be binding upon Parties and their respective successors and permitted assigns.

5.6 **Amendments/Waivers:** Except as otherwise provide in this Agreement, no Amendments, changes, supplements, waivers, modifications of any provision of this Agreement will be valid

unless agreed to in writing and signed by both Parties.

5.7 **Independence:** The Parties shall always be an independent entity and not an agent or representative of the other Party. In no event shall the Parties be authorized to enter into any Agreement or undertaking on the other Parties behalf.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Ross Point Water District

Duane Hanna
(*Signature*)

Duane Hanna
(*Printed Name*)

Acting Chairman
(*Title*)

4/12/2022
(*Date Signed*)

City of Post Falls

Ronald G. Jacobson, Mayor

(*Date Signed*)

ATTEST:

Shannon Howard, City Clerk

(*Date Signed*)

EXHIBIT "A"
SHEET 1/8

CITY OF POST FALLS

POLELINE AVE AND CECIL RD ROUNDABOUT

MARCH 2022

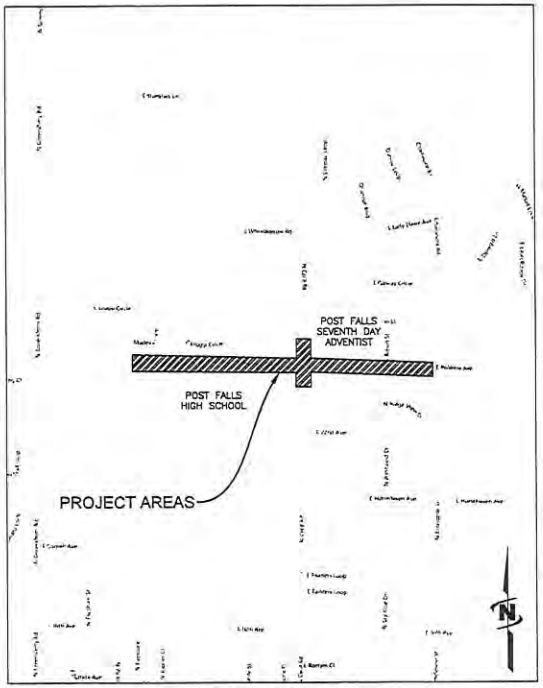
LOCATION MAP
NOT TO SCALE

OWNER

CITY OF POST FALLS, IDAHO

RONALD JACOBSON	MAYOR
KERRI THORESON	COUNCIL SEAT 1
JOSH WALKER	COUNCIL SEAT 2
JOE MALLOY	COUNCIL SEAT 3
NATHAN ZIEGLER	COUNCIL SEAT 4
LYNN BORDERS	COUNCIL SEAT 5
KENNY SHOVE	COUNCIL SEAT 6

CITY OF POST FALLS



VICINITY MAP
T51N, R5W B.M.

PROJECT NO. 07-21-055

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

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

APPROVED FOR CONSTRUCTION

J-U-B ENGINEERS, INC.
7825 Meadowlark Way, Coeur d'Alene, ID 83815
p 208 762 8787 f 208 762 9797 w www.jub.com
J-U-B FAMILY OF COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

ORIGINAL SIGNED BY: KEVIN P. SMITH 17769 DATE ORIGINAL SIGNED: 03/16/2022

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C7.3	WATER NOTES & DETAILS

LAST UPDATED: 3/16/2022
SHEET NUMBER: G-001

Plot Date: 3/16/2022 N:\JUB.COM\CENTRAL\CLIENTS\07POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVECECILRDRABDESIGN\CADSHEET - CECIL_POLELINE\07-21-055_G-001.DWG

EXHIBIT "A"
SHEET 2/8

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

WATER MAIN REPLACEMENT PLANS

POLELINE AVENUE

HAHN ST TO CECIL ST

LOCATED IN A PORTION OF SECTION 25, T 51N, R 5W

POST FALLS, ID

WCE GENERAL NOTES

1. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF SITE IMPROVEMENTS SHALL MEET OR EXCEED SITE WORK STANDARDS AND THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE **ROSS POINT WATER DISTRICT** REGULATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK WITHIN PUBLIC R.O.W. OR EASEMENTS SHALL BE INSPECTED AND APPROVED BY THE **ROSS POINT WATER DISTRICT** INSPECTOR. INSPECTION SERVICES AND CONSTRUCTION CERTIFICATION TO BE PROVIDED BY DESIGNEE OF PROJECT SPONSOR/OWNER.

2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE **ROSS POINT WATER DISTRICT** INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS.

4. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE **ROSS POINT WATER DISTRICT** AND ALL UTILITY COMPANIES WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION, TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION, AND WITH A MINIMUM DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PARTIES AFFECTED BY ANY DISRUPTION OF ANY UTILITY SERVICE.

5. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND ONE (1) COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB ON-SITE AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO: EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.

7. IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.

8. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.

9. FOR WORK AFFECTING PUBLIC ROADWAYS OR IF REQUIRED BY THE **CITY OF POST FALLS**, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL AND PHASING PLAN IN ACCORDANCE WITH M.U.T.C.D. FOR APPROVAL PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN OR AFFECTING THE RIGHT-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED BY SAID PLANS. PRIOR TO INSTALLATION, A PRECONSTRUCTION CONFERENCE SHALL BE HELD WITH THE **ROSS POINT WATER DISTRICT**.

10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED OR RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.

11. PER AGENCY STANDARDS THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING RECORD INFORMATION ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE AND AVAILABLE TO THE **ROSS POINT WATER DISTRICT** INSPECTOR AT ALL TIMES.

13. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. FOR ADDITIONAL INFORMATION CONTACT THE ENGINEER FOR CLARIFICATION AND NOTE ON THE RECORD DRAWINGS.

14. ALL EROSION AND SEDIMENT CONTROL (E.S.C.) MEASURES SHALL BE INSTALLED AT THE LIMITS OF CONSTRUCTION PRIOR TO GROUND DISTURBING ACTIVITY. ALL E.S.C. MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.

15. THE CONTRACTOR SHALL SEQUENCE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS. IN GENERAL, STORM SEWER AND SANITARY SEWER SHOULD BE CONSTRUCTED PRIOR TO INSTALLATION OF WATER LINES AND DRY UTILITIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL UTILITY RELOCATIONS CONSISTENT WITH THE CONTRACTORS SCHEDULE FOR THIS PROJECT, WHETHER SHOWN OR NOT SHOWN, AS IT RELATES TO THE CONSTRUCTION ACTIVITIES CONTEMPLATED IN THESE PLANS.

16. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY IS SUBJECT TO THE JURISDICTION OF THE **CITY OF POST FALLS** ENGINEERING DEPARTMENT STANDARD DETAILS AND SPECIFICATIONS.

17. ALL CONSTRUCTION OPERATIONS, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTH MOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED EQUIPMENT SHALL GENERALLY BE LIMITED TO THE TIME PERIOD APPROVED BY THE **ROSS POINT WATER DISTRICT**.

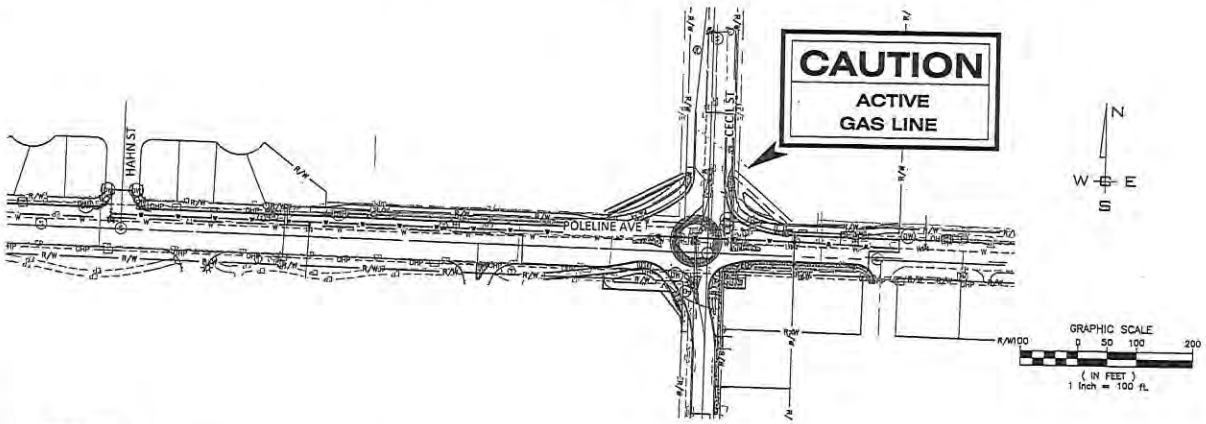
18. BASED ON REQUIREMENTS FROM **ROSS POINT WATER DISTRICT**, THE ENGINEER OR HIS DESIGNEE SHALL PERFORM MATERIALS TESTING AND QUALITY CONTROL ON THE PROJECT AND SHALL SUBMIT COPIES OF DAILY REPORTS, TEST REPORTS, PROJECT CERTIFICATION AND RECORD DRAWINGS TO THE **ROSS POINT WATER DISTRICT** ENGINEER.

19. NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT APPROVAL OF THE **ROSS POINT WATER DISTRICT** ENGINEERS AND NOTIFICATION OF THE ENGINEER OF RECORD.

20. THE CONTRACTOR IS CAUTIONED THAT IT IS THE UNDERSTANDING OF THE OWNER AND THE ENGINEER THAT SHOULD A CONFLICT OR DISCREPANCY IN THESE PLANS, SPECIFICATIONS, GENERAL NOTES OR PLANS ET.AL DETERMINED TO BE PART OF THE OVERALL PROJECT, INCLUDING BUT NOT LIMITED TO THE ARCHITECTURAL PLANS, MECHANICAL PLANS, ELECTRICAL PLANS, LANDSCAPE PLANS, GENERAL SPECIAL PROVISIONS, ETC., THAT WITHOUT WRITTEN CLARIFICATION FROM THE ENGINEER, OWNER OR OTHER PROFESSIONAL, DURING THE BIDDING PROCESS, THAT IN ALL INSTANCES THE CONTRACTOR WILL BE REQUIRED TO BID THE HIGHER STANDARD. FAILURE TO DO SO MAY RESULT IN THE HIGHER STANDARD BEING REQUIRED BY THE OWNER, ENGINEER OR OTHER PROFESSIONAL WITH NO CHANGE IN VALUE TO THE CONTRACT VIA CHANGE ORDER OR OTHER MECHANISM.

21. DURING CONSTRUCTION THE CONTRACTOR IS RESPONSIBLE TO COORDINATE ANY AND ALL INCONSISTENCIES BETWEEN THESE PLANS AND CONSTRUCTION STAKING. CONTRACTOR ASSUMES RESPONSIBILITY TO CONSTRUCT TO THESE PLANS IN LIEU OF FIELD STAKING. SHOULD INCONSISTENCIES BE APPARENT THE CONTRACTOR SHALL CONTACT THE ENGINEER, OWNER, AND SURVEYOR TO RECTIFY THE DISCREPANCY PRIOR TO CONSTRUCTION EFFORT BEING APPLIED.

22. CONTRACTOR IS NOTIFIED THAT SOME OR ALL OF THE PAVEMENT CUTS TO INSTALL DRY UTILITIES, SEWER, WATER, STORM OR OTHER TIE-INS SHALL BE COORDINATED WITH **ROSS POINT WATER DISTRICT** AS SPECIFIC PAVEMENT CUTS POLICIES MAY BE IN EFFECT THAT ARE NOT NOTED ON THE PLANS.



WATER COVER
SCALE: 1"=500'

SHEET INDEX

SHEET NO. C7.0	WATER COVER SHEET
SHEET NO. C7.1	POLELINE AVE WATER PLAN
SHEET NO. C7.2	WATER NOTES & DETAILS
SHEET NO. C7.3	WATER NOTES & DETAILS

NAVD - 88

NO.	DATE	BY	REVISIONS

SCALE:
HORIZONTAL: 1" =500'
VERTICAL: N/A

PROJ #: 13-1062-102
DATE: 3/8/22
DRAWN: STT
REVIEWED: RDK

X CIVIL, STRUCTURAL, SURVEYING, TRAFFIC, PLANNING, LANDSCAPE, OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 E. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

PROFESSIONAL ENGINEER
REGISTERED
17617
STATE OF IDAHO
RAY KIMBALL
3/11/22

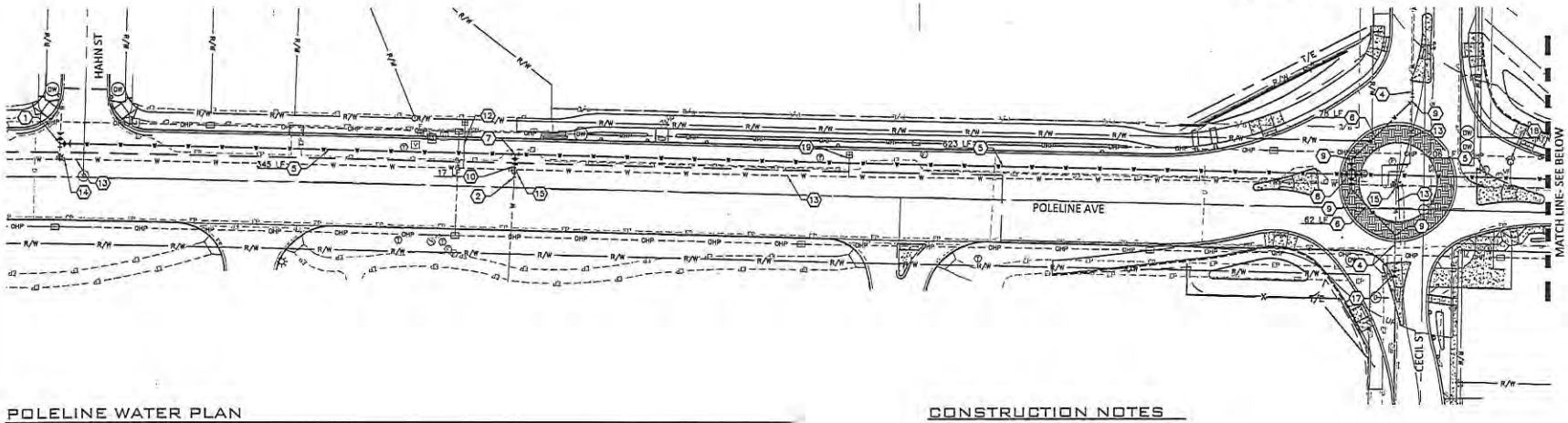
ROSS POINT WATER DISTRICT
WATER COVER SHEET
POLELINE AVE
POST FALLS, ID

SHEET
C7.0

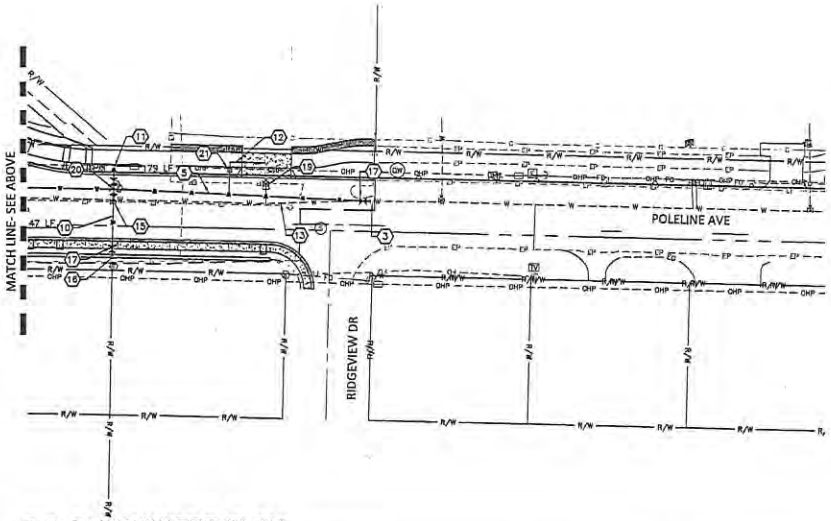
JOB NUMBER
13-1062-102

EXHIBIT "A"
SHEET 3/8

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG



POLELINE WATER PLAN
SCALE: 1"=40'



POLELINE WATER PLAN
SCALE: 1"=40'

CONSTRUCTION NOTES

1. CONNECT TO 8" C-900 PVC WATER MAIN WITH D.I. LONG SLEEVE BARRELS, TEE, AND VALVE(S) WITH THRUST BLOCK.
2. CONNECT TO EXISTING 8" C-900 PVC WATER MAIN WITH D.I. LONG BARREL SLEEVE.
3. CONNECT TO EXISTING 8" CLASS 150 PVC WATER MAIN WITH D.I. LONG BARREL SLEEVE. PROVIDE AND INSTALL 8" X 8" D.I. REDUCER WITH THRUST BLOCK.
4. CONNECT TO EXISTING 12" C-900 PVC WATER MAIN WITH D.I. LONG BARREL SLEEVE.
5. PROVIDE & INSTALL 8" DR-18 C900 PVC WATER MAIN. 5' MIN BURY PER ROSS POINT WATER DISTRICT STANDARDS. MAINTAIN CONSISTENT GRADE TO AVOID HIGH POINTS.
6. PROVIDE & INSTALL 12" DR-18 C900 PVC WATER MAIN. 5' MIN BURY PER ROSS POINT WATER DISTRICT STANDARDS. MAINTAIN CONSISTENT GRADE TO AVOID HIGH POINTS.
7. PROVIDE AND INSTALL 8" X 6" TEE WITH VALVE(S) AND THRUST BLOCK PER ROSS POINT WATER DISTRICT STANDARDS.
8. PROVIDE AND INSTALL 12" X 8" CROSS WITH VALVES AND THRUST BLOCK.
9. PROVIDE & INSTALL 12" 45° ELBOW AND THRUST BLOCK.
10. PROVIDE & INSTALL 6" DR-18 C900 PVC WATER MAIN. 5' MIN BURY PER ROSS POINT WATER DISTRICT STANDARDS. MAINTAIN CONSISTENT GRADE TO AVOID HIGH POINTS.
11. PROVIDE AND INSTALL FIRE HYDRANT ASSEMBLY PER ROSS POINT WATER DISTRICT STANDARDS.
12. RECONNECT TO EXISTING 2" IRRIGATION SERVICE
13. CAP AND ABANDON EXISTING WATER MAIN IN PLACE.
14. PROVIDE AND INSTALL MJ PLUG AND THRUST BLOCK.
15. REMOVE EXISTING VALVE BOXES.
16. CONNECT TO EXISTING 6" CLASS 150 PVC WATER MAIN WITH D.I. LONG BARREL SLEEVE.
17. PROVIDE AND INSTALL NEW GATE VALVE PER ROSS POINT WATER DISTRICT STANDARDS.
18. REMOVE EXISTING FIRE HYDRANT.
19. ABANDON/REMOVE EXISTING WATER SERVICE.
20. PROVIDE AND INSTALL 8"X6" DI CROSS WITH VALVES AND THRUST BLOCK.
21. PROVIDE AND INSTALL NEW 2" IRRIGATION SERVICE.

N
W E
S
GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 Inch = 40 ft.

WATER NOTES

1. ALL PIPES AND APPURTENANCES SHALL BE DR-18 C-900 PVC.
2. ALL VALVES AND TEES SHALL HAVE MECHANICAL JOINT FITTINGS AND BE THRUST BLOCKED.
3. FIRE HYDRANTS TO BE EQUIPPED WITH STORZ FITTINGS.
4. ALL BENDS, TEES, REDUCERS, CROSSES AND CAPS REQUIRE THRUST BLOCKS. THRUST BLOCKS SHALL BE CONSTRUCTED OF 3000 LBS. CONCRETE, REST ON A MINIMUM OF FOUR (4) SQUARE FEET OF UNDISTURBED EARTH AND BE CONSTRUCTED TO MAINTAIN ACCESS TO ALL JOINTS AND FITTINGS.

PROFESSIONAL ENGINEER
REGISTERED
16174
STATE OF IDAHO
RAY KIMBALL
5/9/22

NAVD - 88

NO.	DATE	BY	REVISIONS

SCALE:	
HORIZONTAL:	1" =40'
VERTICAL:	N/A

PROJ #:	13-1062-102
DATE:	5/8/22
DRAWN:	xxx
REVIEWED:	RDK

X	CIVIL
	STRUCTURAL
	SURVEYING
	TRAFFIC
	PLANNING
	LANDSCAPE
	OTHER

WCE
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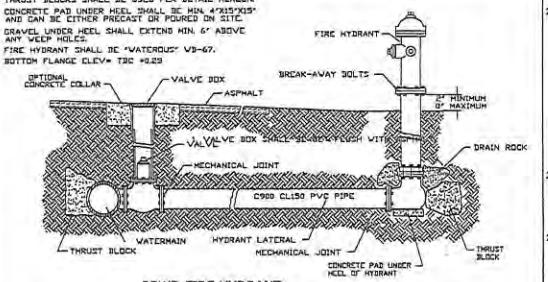
ROSS POINT WATER DISTRICT
POLELINE AVENUE WATER PLAN
POLELINE AVE
POST FALLS, ID

SHEET
C7.1

JOB NUMBER
13-1062-102

2. THRUST BLOCKS SHALL BE USED PER DETAIL HEREON.
3. CONCRETE PAD UNDER HEEL SHALL BE MIN. 4'X15"X15" AND CAN BE EITHER PRECAST OR POURED ON SITE.
4. GRAVEL UNDER HEEL SHALL EXTEND MIN. 6" ABOVE ANY WEEP HOLES.
5. FIRE HYDRANT SHALL BE "WATEROUS" WB-67.
6. BOTTOM FLANGE ELEV= TBC +0.29



RPWD FIRE HYDRANT
N.T.S.

ROSS POINT WATER SPECIFICATIONS

GENERAL

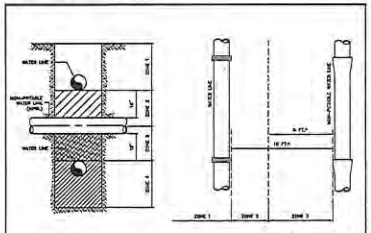
THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FOLLOWING FINAL APPROVAL BY THE ENGINEER. ALL WORK SHALL BE GOVERNED BY THE SPECIFICATIONS FOR IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, AND BE SUBJECT TO THE APPROVAL OF THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY,ROSS POINT WATER DISTRICT, AND THE ONE OR MORE OFTHE FOLLOWING AGENCIES AS DETERMINED BY JURISDICTION: THE KOOTENAI COUNTYFIRE DISTRICT, THE CITY OF POST FALLS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AS SOON AS POSSIBLE AT THE CONTRACTOR'S EXPENSE. ALL WATER SYSTEM COMPONENTS SHALL BE NSF #61COMPLIANT.

PIPE, FITTINGS & VALVES

POLYVINYL CHLORIDE (PVC) PIPE FOR MAIN LINES SHALL CONFORM TO THE REQUIREMENTS OF C-900 CLASS DR-18 PVC. PIPE JOINTS SHALL BE STANDARD RUBBER RING. FITTINGS SHALL BE CAST IRON FLANGE AND MECHANICAL JOINTAS SHOWN ON THE PLANS. VALVES SHALL BE RESILIENT SEAT GATE VALVES CORRESPONDING TO THE LATEST I.S.P.W.C. SPECIFICATION 402-2.2 OR BUTTERFLY VALVES CORRESPONDING TO THE LATEST I.S.P.W.C. SPECIFICATION 402-2.3 AND SHALL HAVE CAST IRON VALVE BOXES AND LIDS.

SERVICES

SERVICES SHALL BE INSTALLED TO EACH LOT AS NOTED ON THE PLAN AND DETAIL SHEET. THE PLUGGED END OF THE SERVICE LINE SHALL BE MARKED BY A EIGHT FOOT LENGTH OF #2 REBAR (1/4"), BENT INTO A "L", AND BURIED WITH AN EIGHT FOOT WOODEN 2" X 4". THE REBAR SHALL BE PLACED VERTICALLY FROM THE PLUGGED END TO A POINT SIX INCHES BELOW THE GROUND SURFACE AND THE 2" X 4" PLACED VERTICALLY ALONGSIDE WITH FIVE FEET BURIED AND THREE FEET STICKING OUT OF THE GROUND. THE EXPOSED PORTION SHALL BE PAINTED BRIGHT BLUE.



VERTICAL SEPARATION REQUIREMENTS

HORIZONTAL SEPARATION REQUIREMENTS

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION	POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION	STANDARD DRAWING NO. SD-407

NAVD - 88

XXXX

ALWAYS ASSESS THE PROJECT AND LOCATE ALL UTILITIES BEFORE YOU DIG, GRADE, OR EXCAVATE

TRENCHING, TESTING, DISINFECTION

PART 3 WORKMANSHIP

CONSTRUCTION SHALL BE IN ACCORDANCE WITH DIVISION 300 AND DIVISION 400 OF THE LATEST I.S.P.W.C. PIPE BEDDING AND BACKFILL MEETING THE REQUIREMENTS OF SECTION 305 AND SECTION 306 SHALL BE REQUIRED FOR THE ENTIRE LENGTH OF PIPE LAID. THE CONTRACTOR IS RESPONSIBLE TO SECURE ALL PERMITS REQUIRED AND INCLUDE ANY ASSOCIATED FEES IN BID AMOUNT. HYDROSTATIC TESTING AND DISINFECTION WILL BE IN ACCORDANCE WITH SECTIONS 401-3.6 AND 401-3.9 OF THESE SPECIFICATIONS, AND SEPARATION OF WATERMAINS AND SEWERS AS PER SECTION 405. MINIMUM DEPTH OF COVER TO THE TOP OF THE PIPE SHALL BE AS NOTED ON THE TRENCH DETAIL. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PUBLIC SAFETY REGULATIONS. TRAFFIC CONTROL AND SIGNING SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

NOTIFICATIONS & INSPECTIONS

THE CONTRACTOR SHALL NOTIFY THE ROSS POINT WATER DISTRICT AT LEAST 48 HOURS PRIOR TO CONNECTION TO EXISTING WATERMAINS. THE CONTRACTOR SHALL ALSO PROVIDE A CONSTRUCTION SCHEDULE AND PROVIDE AT LEAST 24 HOURS NOTICE BEFORE ANY BACKFILLING, DISINFECTION, OR HYDROSTATIC TESTING. THE CONTRACTOR SHALL NOTIFY THE KOOTENAI COUNTY FIRE DISTRICT AT LEAST 24 HOURS PRIOR TO THE INSTALLATION OR TESTING OF ANY FIRE HYDRANTS. FIRE DEPARTMENT APPROVAL SHALL BE REQUIRED PRIOR TO BACKFILLING. NO PIPING OR FITTINGS SHALL BE BACKFILLED PRIOR TO INSPECTION AND APPROVAL BY THE ENGINEER.

B. Placement: Per this section and Standard Drawing SD-403 – Thrust Block and Anchor Details.

2.9 MECHANICAL RESTRAINT

A. Type: Standard mechanical joint restraint gland, restraint devices for MJ fittings and appurtenances to conform to ANSI/AWWA C 111/A21.11 or ANSI/AWWA C 153/A21.53.

B. Product: EBAA Iron series 2000 PV (PVC Pipe) or EBAA Iron Series 1100 Megalug (Ductile Iron Pipe) or approved substitution, and to meet requirements of ASTM F 1674. An identification number consisting of yearday/plant/shift to be cast into each gland body from which to trace test results.

C. Application: Approved for above-grade installation. Belowground installation as an alternative to thrust blocks is to be only upon approval of the Engineer and the Idaho Department of Environmental Quality based on service and installation conditions.

2.10 LOCATING WIRE

A. Type: (No. 12 AWG) copper with insulation.

B. Splicing: Epoxy splice kits.

2.11 PIPE ANCHORS

A. Concrete and Rebar: per Section 703 – Cast-in-Place Concrete and Standard Drawing SD-510 – Pipe Anchors.

2.12 HEALTH REQUIREMENTS

A. Applicable NSF Compliance: All products used to construct a public drinking water system and will be in contact with potable water must be certified by an accredited ANSI certification body to meet applicable ANSI/NSF standards. Affidavits of compliance may be required.

3.1 EXAMINATIONS

A. Verify trench excavations are to required alignment and grade and pipe location meets Section 405 – Non-Potable Water Line Separation.

B. Verify that trench conditions and shoring, sheeting, and bracing protect workers and meet the requirements of OSHA and other State and Federal Requirements.

C. Verify that excavation will allow a minimum pipe cover of 48 inches, unless otherwise indicated in the Contract Documents.

D. Examine pipe and fittings for defects or damage.

E. Verify all pipe, fittings, aggregate, and all materials delivered to the site meet the requirements of these Contract Documents.

F. Verify utility locations, existing piping locations and structures where connections are to be made prior to beginning work. Notify the Engineer if field conditions are different from the Contract Documents. Allow 4 hours for the Engineer to modify the design, if necessary, unless otherwise specified.

G. Notify all affected businesses and residences of all water system shutdowns or interruptions 48 hours in advance.

3.2 PIPE INSTALLATION

A. Prepare trench bottom as required by Section 301 – Trench Excavation.

B. If excavation enters an area of petroleum or other contamination, stop work and notify the Engineer for verification of piping and gasket material usage. In such areas, use pipe and joint materials not subject to permeation by organic compounds. Use non-permeable materials for all portions of the system affected by organic contamination endangering water mains, services, and hydrant leads.

C. Do not lay pipe unless groundwater is 1 foot below the pipe invert and a foundation has been provided in accordance with Section 304 – Trench Foundation Stabilization.

D. Provide pipe bedding and initial backfill as required by Section 305 – Pipe Bedding.

E. Install pipe in accordance with the manufacturer's recommendations.

F. Use standard lengths of pipe unless otherwise required for installation of tees, fittings, or valves.

G. Utilize proper tools for cutting and beveling pipe ends and joining pipe. Use manufacturer's recommended tools designed for this task.

H. Move pipe carefully and prevent damage to pipe and manufactured ends while lowering pipe into trench.

I. Prevent foreign material including debris, tools, clothing, and dirt from entering the pipe. Remove dirt and other foreign material from pipe.

J. Prepare pipe joint using specified gasket and manufacturer's recommended lubricant.

K. Mark, or verify that pipe ends are marked, to indicate insertion stop position (home). Ensure that pipe is inserted into bell to this mark. Push spigot into bell using methods recommended by the manufacturer. Protect the end of the pipe during "homing" and do not use excessive force that may result in over-assembled joints, displaced gaskets, or damaged ends. If full entry is not achieved, disassemble and clean the joint and reassemble.

L. Provide sufficient restraint for the pipe to ensure that joints are held in place while bedding and initial backfill are placed.

M. When pipe installation is not in progress, block and plug the open end of the pipe to prevent creep, uplift or floating and entrance of water or other material into the pipe.

N. Ensure pipe is installed to lines and grades indicated in the Contract Documents.

O. Place locating wire directly above pipe. Ensure that locating wire remains directly above pipe during and after backfill has been placed.

P. Install anchors and supports as indicated in the Contract Documents.

Q. Backfill trench as required by Section 306 – Trench Backfill.

3.3 POLYETHYLENE ENCASEMENT

A. Secure polyethylene encasement around pipe per ANSI/AWWA C 105 Method A.

B. Cut tube to a length 24 inches longer than the pipe section and wrap around pipe in accordion fashion.

C. After placement in trench and jointing, secure overlapping tubing. Provide 24 inches of overlap at each joint. Repair any cuts or tears with tape or patch secured in place.

3.4 THRUST BLOCKS

A. Place thrust blocks at each angled fitting, tee, cross, reducer, cap, plug and valve in accordance with Standard Drawing SD-403 – Thrust Block and Anchor Details.

B. Provide bearing area against undisturbed earth.

C. Place thrust blocks such that fitting or valve can be removed at a later date without damage to the pipeline, valve or fitting.

D. Place 8 mil polyethylene between thrust block and fitting.

E. Place concrete so no concrete touches the nuts and bolts of the fitting or valve, and the nuts and bolts can be removed and replaced without removing any concrete.

F. Thrust block bearing areas as listed on Standard Drawing SD-403 – Thrust Block and Anchor Details. For test pressures greater than 150 psi or soil bearing pressures less than 2,000 psi, increase thrust block bearing areas as directed by the Engineer.

3.5 PIPE ANCHORS

A. Place pipe anchors on all pipe installed on slopes of 20% or greater measured along the centerline of pipe. Install per Standard Drawing SD-510 - Pipe Anchors.

B. Provide bearing area against undisturbed earth.

3.6 PRESSURE TESTING

A. Perform testing in the presence of the Engineer.

B. Assure that trench is properly backfilled and thrust blocking has cured to a degree that will allow pressure testing without damage, or pipe/fitting movement.

C. Gradually fill pipe with water. For pipe working pressures less than or equal to 100 psi, sustain a test pressure of 150 psi. For pipe working pressures greater than 100 psi, sustain a test pressure at least 1.5 times the working pressure or as determined by the Engineer.

D. Expel all air.

E. Verify that, in a two-hour test, the pipe does not leak in excess of the allowable leakage as defined by the following formula in which Q is the allowable leakage in gallons/hour.

$$Q = \frac{LDNP}{148{,}000}$$

Where: Q = allowable leakage in gallons per hour
L = length of pipe section being tested, in feet
D = nominal diameter of the pipe, in inches
P = average test pressure during the hydrostatic test, in pounds per square inch (gauge)

F. Pressure test HDPE pipe per ASTM F 2164 Field Leak Testing of Polyethylene (PE) Pressure Piping Systems using Hydrostatic Pressure.

3.7 LOCATING WIRE

A. Place locating wire at the crown of the pipe.

B. Test for and ensure continuity.

3.8 PIPE MARKERS

A. Furnish and install pipe markers at stub-outs per Standard Drawing SD-512 - Standard Service Marker.

B. Provide Engineer with 2 working days notice to allow measurement of the vertical and horizontal location of pipe ends before the pipeline is covered.

3.9 FLUSHING AND DISINFECTION

A. Flushing Prior to Disinfection.

1. Before chlorination, flush the mains thoroughly after the pressure and leakage test are completed.

2. Use a minimum flushing velocity in the main of 2.5 feet/second.

3. If no hydrant is installed at the end of the main, provide a tap of the size sufficient to produce a velocity in the main of at least 2.5 feet/second.

4. Table 1 shows the rates of flow required to produce a velocity of 2.5 feet/second in various size pipes.

Table 1
REQUIRED FLOW AND OPENINGS TO FLUSH PIPELINES
40 PSI RESIDUAL PRESSURE IN WATER MAIN (1)

Pipe Diam. (inch)	Flow Required to Produce 2.5 fps (approx) Velocity in Main, (Gpm)	Size of Tap (inch) (1) (1-1/2) (2) Number of taps on pipe (2)			Hydrant Outlets Number	Size in (inch)
4	100	1			1	2-1/2
6	220		1		1	2-1/2
8	400		2	1	1	2-1/2
10	600		3	2	1	2-1/2
12	900			2	2	2-1/2
16	1600			4	2	2-1/2
1)	With a 40 psi pressure in the main with the hydrant flowing to atmosphere, a 2-1/2 inch hydrant outlet will discharge approximately 1,000 gpm and a 4-1/2 inch hydrant nozzle will discharge approximately 2500 gpm.					
2)	Number of taps on pipe based on discharge through 5 feet of galvanized iron (GI) pipe with one 90° elbow.					

5. Exercise extreme care and conduct a thorough inspection during the water main laying to prevent and detect small stones, pieces of concrete, particles of material, or other foreign material that may have entered the mains.

B. Clean large material by flushing and inspecting all hydrants on the lines to ensure that the entire valve operating mechanism of each hydrant is in good condition.

B. Disinfection of Water Pipes.

1. General.

a. Comply with ANSI/AWWA C 651: Disinfecting Water Mains, these specifications, and Engineer's direction.

b. Keep the interior of all pipe, fittings and appurtenances free from dirt, heavy and foreign particles.

c. Disinfect all water pipes and appurtenances prior to placing in service.

2. Form of chlorine used to be pre-approved by the Engineer.

a. Liquid chlorine.

1) Form: Liquid containing 100% available chlorine under pressure in steel containers.

2) Standard: ANSI/AWWA B 301.

3) Execution: Used only by trained personnel with appropriate gas-flow chlorinators and ejectors.

4) Authorization: Only with written authorization of the Engineer.

b. Sodium hypochlorite.

1) Form: Liquid containing approximately 5 to 15% available chlorine.

2) Standard: ANSI/AWWA B 300.

c. Calcium hypochlorite.

1) Form: Granular or in 5g tablets containing approximately 65% available chlorine by weight.

2) Standard: ANSI/AWWA B 300.

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

PROFESSIONAL ENGINEER 11617 STATE OF IDAHO RAY KIMBALL 7/8/22

NO.	DATE	BY	REVISIONS

SCALE:
HORIZONTAL: N/A
VERTICAL: N/A

PROJ #: 13-1062-102
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ROSS POINT WATER DISTRICT
WATER NOTES & DETAILS
POLELINE AVE
POST FALLS, ID

SHEET C7.2

JOB NUMBER 13-1062-102

EXHIBIT "A"
SHEET 4/8

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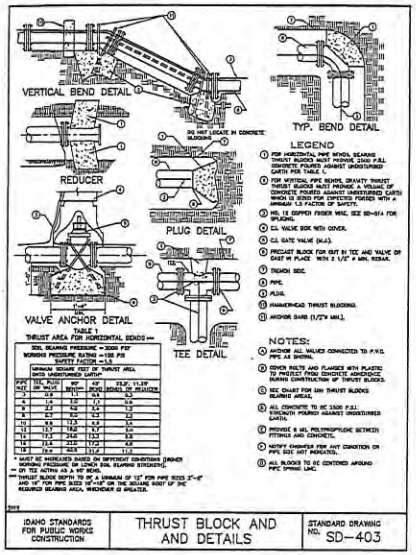
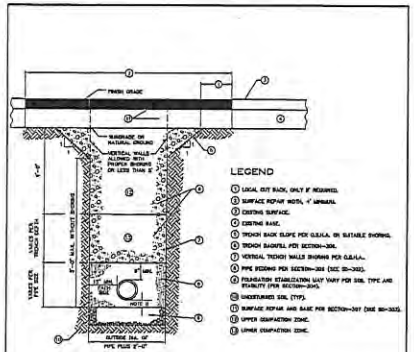
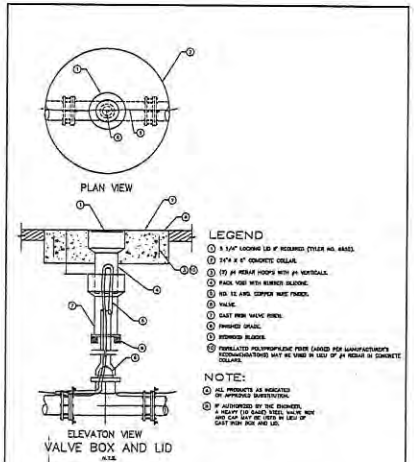


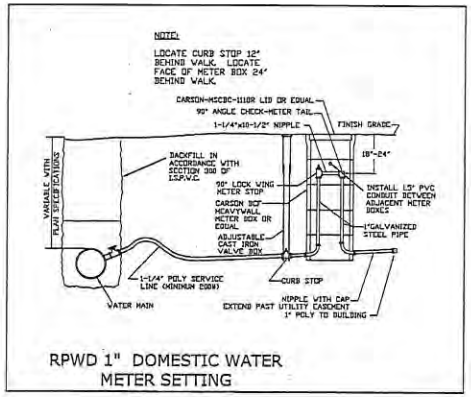
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION | THRUST BLOCK AND AND DETAILS | STANDARD DRAWING NO. SD-403



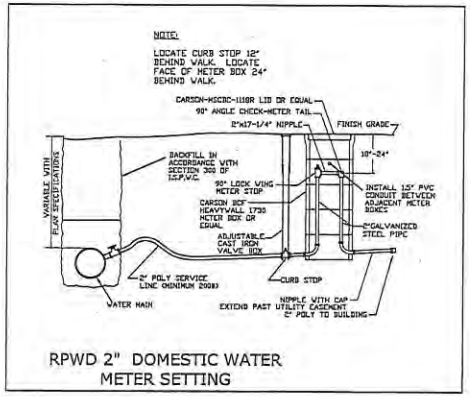
IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION | TYPICAL TRENCH | STANDARD DRAWING NO. SD-301



IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION | VALVE BOX AND LID DETAIL | STANDARD DRAWING NO. SD-406



RPWD 1" DOMESTIC WATER METER SETTING



RPWD 2" DOMESTIC WATER METER SETTING

NAVD - 88

NO	DATE	BY	REVISIONS

SCALE:	PROJ #: 13-1062-102	X CIVIL
HORIZONTAL: N/A	DATE: 3/8/22	STRUCTURAL
VERTICAL: N/A	DRAWN: STT	SURVEYING
	REVIEWED: RDK	TRAFFIC
		PLANNING
		LANDSCAPE
		OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-928-0227

ROSS POINT WATER DISTRICT
WATER NOTES & DETAILS
POLELINE AVE
POST FALLS, ID

SHEET C7.3

JOB NUMBER 13-1062-102

PROFESSIONAL ENGINEER REGISTERED 17617 STATE OF IDAHO RAY KINGHAM 3/8/22

EXHIBIT "A"
SHEET 5/8

EXHIBIT "A"
SHEET 6/8

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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
SCHEDULE 1 – TRANSPORTATION					
2010.4.1.A.1	Mobilization, Demobilization, Bonding, and Insurance	1	LS	234293.00	234298.00
201.4.1.G.1	Removal of Obstructions	1	LS	22916.00	22916.00
202.4.1.D.1	Excavation and Site Grading	1	LS	150008.00	150008.00
202.4.6.B.1	Imported Borrow	300	TON	24.00	7200.00
202.4.9.A.1	Soft Spot Repair	150	CY	49.00	7350.00
206.4.1.K.1	Permanent Erosion Control	1	LS	41900.00	41900.00
501.4.1.B.1	Gravity Sewer Pipe - 8" PVC SDR 35 3034	150	LF	50.00	7500.00
601.4.1.A.5	8-inch Storm Drain Pipe, Class C900 PVC	55	LF	75.00	4125.00
601.4.1.A.7	10-inch Storm Drain Pipe, Class D3034 PVC	341	LF	54.00	18414.00
601.4.1.A.9	10-inch Storm Drain Pipe, Class C900 PVC	25	LF	123.00	3075.00
602.4.1.F.1	Catch Basin - Type 1	10	EA	2770.00	27700.00
602.4.1.P.1	Drainage Curb Cut	12	EA	198.00	2376.00
705.4.1.A.1	Truck Apron Concrete	316	SY	225.00	71100.00
706.4.1.A.3	Standard Straight Curb	586	LF	65.00	38090.00
706.4.1.A.5	Standard Curb and Gutter	3,032	LF	36.35	110,213.20
706.4.1.A.7	Truck Apron Curb	280	LF	71.35	19978.00
706.4.1.A.9	Central Island Curb	189	LF	154.90	29276.10
706.4.1.B.1	Valley Gutter	20	LF	97.75	1955.00
706.4.1.E.1	Concrete Sidewalk	283	SY	94.35	26701.05
706.4.1.F.1	Concrete Driveway Approach - Type B	312	SY	132.00	41184.00
706.4.1.F.3	Concrete Driveway Approach - Type A	163	SY	132.00	21516.00
706.4.1.H.1	Pedestrian Ramp and Tactile Warning Surfaces	420	SY	179.00	75180.00
706.4.1.I.1	Bike Exit/Entrance Ramps	170	SF	18.50	3145.00
706.4.1.K.1	Splitter Island Concrete	193	SY	84.00	16212.00
706.4.1.L.1	Driveway Flatwork	100	SY	176.00	17600.00

EXHIBIT "A"
SHEET 7/8

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
802.4.1.B.1	Crushed Aggregate for Base Type I	2,517	TON	26.00	65442.00
810.4.1.A.1	Plant Mix Pavement, ½" SP-3	1,880	TON	137.00	257560.00
810.4.1.B.1	Multi-use Trail	1,325	SY	25.00	33125.00
1001.4.2.B.1	Stabilized Construction Entrance	4	EA	3810.00	15240.00
1006.4.1.C.1	Inlet Protection	5	EA	380.00	1900.00
1102.4.1.A.3	Lighting Preparations (Avista)	1	LS	48592.00	48592.00
1103.4.1.A.1	Construction Traffic Control	1	LS	164642.00	164642.00
1104.4.1.A.1	Waterborne Pavement Markings	5,984	SF	1.50	8976.00
1105.4.1.E.1	Permanent Signing	43	EA	711.00	30573.00
2030.4.1.A.1	Manhole, Adjust to Grade	1	EA	1121.00	1121.00
2030.4.1.B.1	Drywell, Adjust to Grade	1	EA	1121.00	1121.00
2030.4.1.D.1	Sewer Clean Out, Adjust to Grade	1	EA	934.00	934.00
SP-1.1	Drywell - Single Depth	5	EA	2852.00	14260.00
SP-1.2	Drywell - Double Depth	1	EA	3469.00	3469.00
SP-2	Reset Sign on New Post	9	EA	646.00	5814.00
SP-3.1	Sidewalk Underdrain (Precast)	3	EA	1305.00	3915.00
SP-3.2	Sidewalk Underdrain (Curb Separated) Modified	4	EA	2796.00	11184.00
SP-4	Retaining Wall	1	LS	42201.00	42201.00
SP-5	Relocate Mailbox	1	EA	1681.00	1681.00
~~SP-6.1~~	~~3/8" Chip Seal~~	~~0~~	~~SY~~	0	0
~~SP-6.2~~	~~Fog Coat~~	~~0~~	~~GAL~~	0	0
SP-7.1	Raised Pavement Marker	21	EA	19.00	399.00
SP-7.2	Ground Mounted Delineators	12	EA	149.00	1788.00
SP-8	Orange Construction Fence	500	LF	4.00	2000.00
SP-9.1	Rectangular Rapid-Flashing Beacon (Single Sided)	9	EA	9981.00	89829.00
SP-9.2	Rectangular Rapid-Flashing Beacon (Double Sided)	4	EA	15727.00	62908.00
SP-9.3	Rectangular Rapid-Flashing Beacon (Remove and Reset)	3	EA	3167.00	9501.00
SP-10	Irrigation Sleeves	150	LF	16.00	2400.00
SP-11	Landscape Irrigation	1	LS	123402.00	123402.00
SP-12	Planting	1	LS	419666.00	419666.00
SP-13	Fence	173	LF	97.00	16781.00

EXHIBIT "A"
SHEET 8/8

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
SP-14	MMA Pavement Markings	1,310	SF	1.60	2096.00
SP-15	Remove and Reset Church Sign	1	LS	9286.00	9286.00
Schedule 2 – Ross Point Water District					
2010.4.1.A.2	Mobilization, Demobilization, Bonding, and Insurance	1	LS	24763.00	24763.00
401.4.1.A.1	Water Main Pipe - Size 6" - Type PVC AWWA C900, DR18	60	LF	82.00	4920.00
401.4.1.B.1	Water Main Pipe - Size 8" - Type PVC AWWA C900, DR18	1,362	LF	66.00	89892.00
401.4.1.C.1	Water Main Pipe - Size 12" - Type PVC AWWA C900, DR18	150	LF	131.00	19650.00
402.4.1.A.1	Gate Valve - Size 6"	4	EA	2632.00	10528.00
402.4.1.B.1	Gate Valve - Size 8"	5	EA	3314.00	16570.00
402.4.1.C.1	Gate Valve - Size 12"	3	EA	5062.00	15186.00
403.4.1.A.1	Hydrant (RPWD)	1	EA	7450.00	7450.00
404.4.1.A.1	Water Service Connection (RPWD) - Size 2"	2	EA	4198.00	8396.00
				BASE BID TOTAL	$2,189,332.00

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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

6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Required Bid security in accordance with the Instructions to Bidders ~~the form of Bid Bond, Certified Check, Cash, or Cashier's Check~~;

CITY OF POST FALLS
AGENDA REPORT
New Business

MEETING DATE: 5/3/2022

DATE: 4/27/2022 9:09 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert S. Palus, Pe – Assistant City Engineer

SUBJECT: Approval of Contract Award - Poleline Ave. & Cecil Rd. Roundabout

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ITEM AND RECOMMENDED ACTION:
With approval, City Council authorizes the award of the contract to construct the project titled Poleline Ave. & Cecil Rd. Roundabout, to LaRiviere Incorporated, including a 10% contingency amount for staff to manage.

DISCUSSION:
At the March 15, 2022 City Council meeting, City Council authorized staff to advertise for bids to construct the project titled Poleline Ave. & Cecil Rd. Roundabout. A pre-bid conference was held with perspective bidders on March 30th. A bid opening was held on Friday, April 8th. There were two (2) responsive bidders. The City's Consulting Engineer (JUB Engineering) has reviewed the bid packets. The low bid for the project was from LaRiviere Incorporated at a bid cost of $2,189,332.65. The Engineers Opinion of Probable Cost (EOPC) for the project was $1,680,000.00. Most of the project funding is being provided by the Post Falls Urban Renewal Agency. City Staff requested additional funding for the project from the PFURA on April 21st. Additional funding of up to $760,182.38 was approved to cover additional costs on this project and the Cecil Rd. and Mullan Ave. Access Safety Project. PFURA funding cannot be spent on right-of-way/easement acquisitions or on improvements outside of the PFURA boundary. Ross Point Water District has waterline that needs to be replaced with the project and has agreed to enter into a Utility Construction Improvement Agreement with the City. Funding for the project is thru a mixture of PFURA funding, Transportation Impact Fees, Developer Cash Out, and Ross Point Water District.

Completion of this project addresses identified roadway capacity and safety needs from the City's Transportation Master Plan. The project also addresses increased needs of providing better and safer for pedestrians and bicyclists at this intersection.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 6, 2021	MOU with PRURA for Cecil/Poleline and Cecil/Mullan Intersection Improvements.
August 3, 2021	Professional Services Agreement with JUB for Design of Cecil/Poleline and Cecil/Mullan Intersection Improvements.
March 3, 2022	First Addendum to MOU with PFURA for Cecil/Poleline and Cecil/Mullan Intersection Improvements.
March 15, 2022	Request to bid project.

APPROVED OR DIRECTION GIVEN:
Council has approved project related actions to date.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$2,408,265.59

BUDGET CODE:

Street Impact Fees	
037-431.0000.95137	$2,382,349.09
Frontage Improvement Deposits	
001-22100	$ 25,916.50
PFURA Reimbursement	$1,727,530.91
Ross Point Water Reimb.	$ 197,355.00

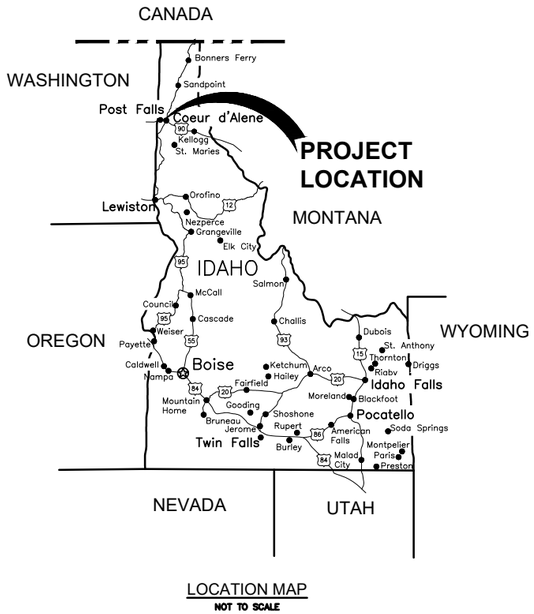
SUPPORTING DOCUMENTS:
A copy of the completed bidding documents are attached.

CITY OF POST FALLS

POLELINE AVE AND CECIL RD ROUNDABOUT

FEBRUARY 2022

Datum - bench mark designation, elevation, and location (on all sheets where elevations are referenced)
(NAVD 88 Vertical -- NAD 83, 1992 adjustment Horizontal)



LOCATION MAP
NOT TO SCALE

OWNER

CITY OF POST FALLS, IDAHO

RONALD JACOBSON	MAYOR
KERRI THORESON	COUNCIL SEAT 1
JOSH WALKER	COUNCIL SEAT 2
JOE MALLOY	COUNCIL SEAT 3
NATHAN ZIEGLER	COUNCIL SEAT 4
LYNN BORDERS	COUNCIL SEAT 5
KENNY SHOVE	COUNCIL SEAT 6

CITY OF POST FALLS

VICINITY MAP

PROJECT NO. 07-21-055

Section / /township / Range

INDEX OF SHEETS

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GENERAL	
G-001	COVER SHEET
G-002	GENERAL NOTES
G-003	GENERAL NOTES
G-004	DRAWING MANAGEMENT
G-005	GENERAL SYMBOLS
SURVEY	
V-101	TOPOGRAPHIC SURVEY
V-102	TOPOGRAPHIC SURVEY
V-103	TOPOGRAPHIC SURVEY
V-104	TOPOGRAPHIC SURVEY
DEMOLITION	
C-101	DEMOLITION
C-102	DEMOLITION
C-103	DEMOLITION
C-104	DEMOLITION
ROADWAY SECTIONS	
C-200	ROADWAY SECTIONS
C-201	ROADWAY SECTIONS
ROADWAY PLAN AND PROFILE	
C-202	STA 10+70.00 TO STA 14+00.00
C-203	STA 19+00.00 TO STA 23+00.00
C-204	STA 23+00.00 TO STA 27+00.00
C-205	STA 27+00.00 TO STA 31+00.00
C-206	STA 31+00.00 TO STA 35+00.00
C-207	STA 39+00.00 TO STA 42+00.00
C-208	STA 42+00.00 TO STA 45+00.00
C-209	STA 45+00.00 TO STA 47+00.00
ROUNDABOUT PLAN AND PROFILE	
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C-302	ROUNDABOUT– TRUCK APRON LIPLINE
C-303	ROUNDABOUT– NORTHWEST LIPLINE
C-304	ROUNDABOUT – SOUTHWEST LIPLINE
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C-405	PAVEMENT MARKINGS
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C-408	SIGNING AND PAVEMENT MARKING DETAILS
C-409	SIGNING AND PAVEMENT MARKING DETAILS
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DETAILS	
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C-703	POLELINE LANE EXTENSION TRAFFIC CONTROL
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C-801	UTILITY PLAN
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LANDSCAPE PLAN	
C-901	LANDSCAPE GENERAL NOTES
C-902	LANDSCAPE DETAILS
C-903	LANDSCAPE PLANTING AND IRRIGATION PLAN
C-904	LANDSCAPE PLANTING AND IRRIGATION PLAN
STORM SEWER	
CU-101	STORM SEWER AND SWALE GRADING PLAN
CU-102	STORM SEWER AND SWALE GRADING PLAN
CU-103	STORM SEWER AND SWALE GRADING PLAN
CU-104	STORM SEWER AND SWALE GRADING PLAN

APPROVED FOR CONSTRUCTION

_____

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

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

J-U-B ENGINEERS, INC.

7825 Meadowlark Way, Coeur d'Alene, ID 83815
p 208 762 8787 *f* 208 762 9797 *w* www.jub.com

J-U-B FAMILY OF COMPANIES
THE LANGDON GROUP
GATEWAY MAPPING INC.

LAST UPDATED: 2/11/2022
SHEET NUMBER: G-001

Plot Date:2/11/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_G-001.DWG

GENERAL

1. ALL WORK SHALL CONFORM TO THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION", (ISPWC) CURRENT EDITION, AND THE CITY OF POST FALLS STANDARD DRAWINGS AND SPECIFICATIONS. IN THE CASE OF CONFLICT, THE MOST STRINGENT STANDARD SHALL APPLY.

2. NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE CITY ENGINEER. ALL PROPOSED REVISIONS SHALL BE SUBMITTED ~~BY~~ TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL BY THE CITY.

3. NO REVISIONS SHALL BE MADE TO THE CITY STANDARD DRAWINGS OR NOTES WITHOUT WRITTEN APPROVAL OF THE CITY ENGINEER. REVISIONS OF CITY STANDARD DRAWINGS SHALL BE CLEARLY IDENTIFIED UPON THE APPROVED DRAWINGS; REVISIONS OR ADDITIONS TO STANDARD NOTES SHALL BE PROVIDED ONLY WITHIN THE SUPPLEMENTAL NOTES.

4. ALL SAFETY STANDARDS AND REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND COMPLIED WITH AS SET FORTH BY OSHA.

5. EXISTING UTILITIES SHALL BE LOCATED BY CONTACTING CALL BEFORE YOU DIG AT 811, AT LEAST 48 HOURS PRIOR TO STARTING ANY EXCAVATIONS. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK NEAR ANY FACILITIES, AND SHALL COORDINATE THEIR WORK WITH COMPANY REPRESENTATIVES.

6. WORK SHALL NOT BEGIN UNTIL A PERMIT AND NOTICE TO PROCEED IS ISSUED BY THE CITY.

7. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING INSPECTOR AT LEAST 48 HOURS PRIOR TO STARTING WORK, OR PROCEEDING WITH NEW PHASES OF CONSTRUCTION. ALL INSPECTIONS SHALL BE SCHEDULED WITH A MINIMUM 24-HOUR NOTICE PRIOR TO TESTING.

8. AN APPROVED SET OF IMPROVEMENT PLANS SHALL BE KEPT ON THE JOB SITE AT ALL TIMES.

9. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHTS-OF-WAY IN A CLEAN, SAFE AND USEABLE CONDITION. ALL SOIL, ROCK, OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION, AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY; PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE AND USEABLE CONDITION.

10. EXISTING PROPERTY CORNERS OR SURVEY MONUMENTS SHALL BE PROTECTED DURING THE COURSE OF CONSTRUCTION. ANY DAMAGED OR OBLITERATED CORNERS OR MONUMENTS SHALL BE RE-ESTABLISHED BY PROFESSIONAL SURVEYORS, LICENSED TO WORK IN THE STATE OF IDAHO, PRIOR TO FINAL ACCEPTANCE AND AT THE CONTRACTORS EXPENSE.

11. TREES NOT IDENTIFIED FOR REMOVAL SHALL BE PRESERVED OR PROTECTED IN AN APPROVED MANOR PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.

12. THE ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF EROSION AND SEDIMENTATION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION, AND AS NECESSARY DURING THE COURSE OF THE PROJECT. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THESE PLANS, AND THE "CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES FOR IDAHO CITIES AND COUNTIES" AS PREPARED BY THE IDAHO DIVISION OF ENVIRONMENTAL QUALITY.

13. ALL PROJECTS HAVING THE POTENTIAL FOR RUNOFF DISCHARGE TO ANY SURFACE WATER BODY; SHALL FILE A NOTICE OF INTENT (NOI), WITH THE EPA. COPIES OF ANY REQUIRED STORM WATER POLLUTION PREVENTION PLANS (SWPPP) OR NOI SHALL BE PROVIDED TO THE CITY PRIOR TO START OF CONSTRUCTION.

14. ALL CONCRETE, UNLESS OTHERWISE SPECIFIED, SHALL BE COMMERCIAL GRADE PORTLAND CEMENT WITH AIR ENTRAINMENT (6.5% +/- 1.5%), AND A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI.

15. ALL UNDERGROUND UTILITY LATERALS SHALL BE INSTALLED AND APPROVED BEFORE CONSTRUCTION OF CURBS, CROSS GUTTERS, SIDEWALKS OR THE SURFACING OF STREETS.

16. SURFACE RESTORATION OF ROADWAY CUTS SHALL COMPLY WITH THE CITY'S ROADWAY CUT POLICY. PERMANENT ROADWAY PATCHING SHALL BE PLACED WITHIN 7 DAYS OF THE INITIAL ROADWAY CUT. TEMPORARY PATCHING THAT UTILIZES A MINIMUM OF 2 INCHES OF ASPHALT CONCRETE (COLD MIX) SHALL BE PLACED WITHIN 24 HOURS OF THE INITIAL ROADWAY CUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL TEMPORARY PATCHING AND SHALL WARRANT ALL PERMANENT PATCHING FOR A PERIOD OF 2 YEARS.

17. ALL TRENCHES AND ROADWAY CUTS WITHIN PUBLIC EASEMENT OR RIGHTS-OF-WAY SHALL BE COMPACTED IN ACCORDANCE WITH SD 301. COMPACTION TEST RESULTS SHALL BE CERTIFIED BY THE MATERIALS TESTING SUBCONTRACTOR ~~ENGINEER OF RECORD~~ AND SUBMITTED TO THE CITY ENGINEER FOR APPROVAL PRIOR TO ANY PAVING AND FINAL ACCEPTANCE WORK.

18. ALL OPERATIONS CONDUCTED ON THE PREMISES SHALL BE RESTRICTED TO THE HOURS BETWEEN 6:00 A.M. AND 10:00 P.M., UNLESS OTHERWISE APPROVED BY THE CITY. THIS INCLUDES THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT OR ANY OTHER ASSOCIATED EQUIPMENT.

19. ALL IMPROVEMENTS SHALL BE JOINED OR MATCHED IN A MANNER SATISFACTORY TO THE CITY ENGINEER. THIS INCLUDES ALL UTILITY CONNECTIONS AND NECESSARY SAW CUTTING, REMOVAL, REPLACEMENT, EXTENSION AND CAPPING ASSOCIATED WITH CURB AND GUTTER, SIDEWALKS, SWALES, ASPHALT, CONCRETE OR OTHER PAVING.

20. THE ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR ALL PROJECT INSPECTIONS, ~~INCLUDING~~ EXCEPT MATERIALS TESTING ~~AND QUALITY CONTROL.~~ THE CONTRACTOR SHALL RETAIN A QUALIFIED MATERIALS TESTING SUB CONTRACTOR LICENSED TO PERFORM WORK IN THE STATE OF IDAHO. COPIES OF DAILY REPORTS AND TEST RESULTS SHALL BE MADE AVAILABLE TO THE CITY ENGINEER FOR REVIEW ON A WEEKLY BASIS, FAILURE TO PROVIDE REPORTS MAY RESULT IN SUSPENSION OF CONSTRUCTION. PROJECT CERTIFICATION AND AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO FINAL ACCEPTANCE AND IN CONFORMANCE WITH THE CITY'S ELECTRONIC SUBMITTAL STANDARDS.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, IN ACCORDANCE WITH THE M.U.T.C.D., CURRENT EDITION. AT LEAST 48 HOURS PRIOR TO DISRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY ENGINEERING DIVISION FOR APPROVAL. NO WORK SHALL COMMENCE UNTIL A PERMIT IS ISSUED AND ALL APPROVED TRAFFIC CONTROL IS IN PLACE.

22. ALL LANDSCAPING MAINTAINED BY THE PROPERTY OWNERS ASSOCIATE SHALL HAVE IRRIGATION INSTALLED AND FUNCTIONING.

23. ALL DISTURBED AREAS OF THE PUBLIC RIGHTS-OF-WAY SHALL BE TOP COATED WITH A MINIMUM OF 1 INCH OF TOPSOIL AND SEEDED WITH A DRY LAND MIX EQUIVALENT TO THE CITY'S STORM DRAINAGE STANDARDS.

24. ALL PAVING PROJECTS NEED TO ADHERE TO THE CITY OF POST FALLS PAVEMENT CUT POLICY.

25. THE CONTRACTOR IS RESPONSIBLE FOR AND SHALL PROVIDE QUALITY CONTROL. REFER TO THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

STREETS

1. ALL FILL PLACED WITHIN THE ROADWAY PRISM SHALL BE COMPACTED TO 90% OF THE MODIFIED PROCTOR, WITH THE EXCEPTION OF THE TOP 12 INCHES OF SUB-GRADE THAT SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR (ASTM D-1557).

2. PRIOR TO PLACING BASE MATERIAL, THE FOLLOWING SHALL BE COMPLETED:

   A. ALL PUBLIC UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED.

   B. THE ~~ENGINEER OF RECORD~~ MATERIALS TESTING SUBCONTRACTOR SHALL CERTIFY AND PROVIDE COPIES OF COMPACTION TEST RESULTS TO THE CITY ENGINEER, FOR ALL TRENCHES AND SUB-GRADE.

   C. THE LINE AND GRADE OF THE SUB-GRADE SHALL BE INSPECTED AND APPROVED.

   D. A PROOF-ROLL OF THE SUB-GRADE SHALL BE PERFORMED AND OBSERVED BY THE ENGINEER OF RECORD AND CITY ENGINEERING INSPECTOR.

   E. OBTAIN AUTHORIZATION FROM THE ENGINEER OF RECORD AND CITY ENGINEERING INSPECTOR, TO PROCEED WITH PLACEMENT OF BASE MATERIAL. THE CITY ENGINEERING INSPECTOR SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO PLACEMENT OF BASE MATERIAL.

3. CRUSHED AGGREGATE BASE SHALL CONFORM TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, SECTION 802, (TYPE 1) ¾-INCH MAXIMUM AGGREGATE SIZE, AND SHALL BE COMPACTED TO THE FOLLOWING SPECIFICATIONS:

   A. ROADWAY: 95%-MODIFIED PROCTOR.

   B. CURB BASE AND DRIVEWAY APPROACHES: 92%-MODIFIED PROCTOR.

   C. SIDEWALKS OR TRAILS: 90%-MODIFIED PROCTOR.

4. PRIOR TO PLACING ASPHALT CONCRETE, THE FOLLOWING SHALL BE COMPLETED:

   A. THE ~~ENGINEER OF RECORD~~ MATERIALS TESTING SUBCONTRACTOR SHALL CERTIFY AND PROVIDE COMPACTION TEST RESULTS FOR BASE MATERIAL TO THE CITY ENGINEER.

   B. ALL UTILITIES SHALL BE ADJUSTED TO GRADE AND ASPHALT COLLARS INSTALLED.

   C. OBTAIN AUTHORIZATION FROM THE ENGINEER OF RECORD AND CITY ENGINEER TO PROCEED WITH ASPHALT PAVING. THE CITY ENGINEERING INSPECTOR SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO PLACEMENT OF ASPHALT PAVEMENT.

5. ASPHALT PAVEMENT SHALL CONFORM WITH IDAHO TRANSPORTATION DEPARTMENT (ITD) SPECIFICATIONS FOR SUPERPAVE. PAVEMENT SHALL BE SP3 PG 58-28 WITH ½" MAX AGGREGATE SIZE. PAVEMENTS WITH A SECTION OF 3" OR LESS MAY BE PLACED WITH 1 LIFT. PAVEMENTS WITH A SECTION GREATER THAN 3" SHALL BE PLACED WITH MULTIPLE LIFTS. MINIMUM LIFT THICKNESS OF 1.5" AND MAXIMUM THICKNESS OF 3".

6. NO ASPHALT SHALL BE PLACED ON WET OR FROZEN SURFACES, OR WHEN THE AIR OR GROUND TEMPERATURE IS LESS THAN 40°F. TOP COURSES OR PAVEMENT THICKNESS LESS THAN 2.5 INCHES SHALL NOT BE PLACED WHEN AIR OR GROUND TEMPERATURE IS LESS THEN 50°F, WITHOUT APPROVAL BY THE CITY ENGINEER.

7. A TACK COAT SHALL BE APPLIED TO ALL ADJACENT CURBS AND JOINTS, PRIOR TO PLACEMENT OF ASPHALTIC CONCRETE. THE TACK COAT IS CONSIDERED INCIDENTAL TO ASPHALT CONCRETE.

8. DURING PAVING OPERATIONS, THE MATERIALS TESTING SUBCONTRACTOR ~~ENGINEER OF RECORD~~ SHALL OBSERVE PAVING OPERATIONS, AND PERFORM COMPACTION AND QUALITY ASSURANCE TESTING.

9. THE CITY ENGINEER MAY REQUIRE THE PAVEMENT SECTIONS SHOWN ON THE PLANS TO BE VERIFIED BY "R" VALUE TESTS TAKEN FROM EXPOSED SUB-GRADE.

10. EXTRACTION, CORING, AND GRADATION TESTS MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER TO VERIFY PAVEMENT THICKNESS, COMPACTION, AND OR TO VERIFY COMPLIANCE OF MATERIALS TO SPECIFICATIONS.

11. FORMS, SUB-GRADE AND STRING-LINE INSPECTION IS REQUIRED PRIOR TO POURING CONCRETE. A MINIMUM NOTICE OF 24 HOURS IS REQUIRED PRIOR TO INSPECTION.

12. CONCRETE SHALL NOT BE PLACED ON FROZEN SURFACES, ICE OR SNOW, OR SURFACES WITH A TEMPERATURE GREATER THAN 90°F. UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, CONCRETE PLACEMENT SHALL BE DISCONTINUED WHEN AIR TEMPERATURES REACH 35°F AND FALLING.

13. CURB AND GUTTER SHALL BE CONSTRUCTED WITH FULL DEPTH CONSTRUCTION EXPANSION JOINTS ADJACENT TO CATCH BASINS, AT COLD JOINTS, AND AT ALL RETURNS. WEAKENED PLANE JOINTS ARE REQUIRED EVERY 10 FEET.

14. SIDEWALKS SHALL BE CONSTRUCTED WITH FULL DEPTH EXPANSION JOINTS EVERY 20 FEET, AT COLD JOINTS, AND ADJACENT TO STRUCTURES. WEAKENED PLANE JOINTS SHALL BE LOCATED EVERY 5 FEET. JOINTS IN THE SIDEWALK SHALL BE ALIGNED WITH CURB JOINTS, AS NEARLY AS PRACTICAL.

STORM DRAINAGE

1. TEMPORARY EROSION CONTROL AND WATER POLLUTION MEASURES SHALL BE INSTALLED, IN ACCORDANCE WITH THE PLANS AND ACCEPTED BEST MANAGEMENT PRACTICES ADJUSTMENTS TO ACCOMMODATE DIFFERING FIELD CONDITIONS SHALL BE MADE, AS NECESSARY, THROUGHOUT THE CONSTRUCTION PROCESS. AT NO TIME, WILL SILTS AND/OR DEBRIS BE ALLOWED TO DRAIN INTO AN EXITING OR NEWLY INSTALLED FACILITY.

2. SWALES WITHIN AREAS OF MASS GRADING SHALL BE SCARIFIED A MINIMUM OF 24 INCHES PRIOR TO SHAPING, AND AFTER INSTALLATION OF CURB AND GUTTER.

3. ALL DISTURBED AREAS SHALL RECEIVE A MINIMUM 1-INCH DRESSING OF TOP SOIL AND BE HYDRO SEEDED OR SODDED, AS INDICATED ON THE PLANS. SEEDED AREAS WILL NOT BE ACCEPTED UNTIL THE SEED HAS GERMINATED, AND THE GRASS IS THOROUGHLY ESTABLISHED. SODDED AREAS WILL NOT BE ACCEPTED UNTIL THE ROOTS HAVE TAKEN HOLD, AND THE GRASS HAS RECEIVED TWO CUTTINGS.

4. CARE SHALL BE TAKEN TO PREVENT COMPACTION OF THE SUB-GRADE IN THE GRASS INFILTRATION AREAS OF SWALES. IN THE EVENT THE SUB-GRADE SHOULD BE COMPACTED OR INSUFFICIENT PERCOLATION IS OBSERVED, TESTING OF THE SUB-GRADE MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER. IF A SUFFICIENT PERCOLATION IS NOT OBSERVED, THE SUB-GRADE MUST BE REMOVED AND REPLACED, OR SCARIFIED TO A DEPTH OF 24" AND RETESTED.

5. TOPSOIL PLACED WITHIN THE SWALES SHALL BE FREE DRAINING, AND PLACED AT A DEPTH GREATER THAN 1-INCH AND LESS THAN 3-INCHES. AT CONCRETE SPILLWAYS, FINISHED TOP SOIL SHALL BE KEPT 1"-2" BELOW THE FINISHED CONCRETE SURFACE. TO PREVENT COMPACTION OF THE SUB-GRADE AND TOPSOIL, WHEELED EQUIPMENT SHOULD NOT BE USED WITHIN THE SWALE AREA. THE MINIMUM PERCOLATION RATE THROUGH A CONSTRUCTED SWALE SHALL MEET DESIGN REQUIREMENTS. TESTING OF PERCOLATION RATES THROUGH A CONSTRUCTED SWALE MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER.

6. DRYWELLS SHALL BE INSTALLED TO THE ELEVATIONS INDICATED ON THE PLANS. THE ELEVATION OF THE DRYWELL RIM SHALL BE AT LEAST 0.2 FEET BELOW LOWEST ADJOINING CURB CUT. FINISHED TOP SOIL ADJACENT TO THE DRYWELL SHALL BE AT LEAST 2-INCHES BELOW THE DRYWELL RIM.

7. GRASS INFILTRATION AREAS SHALL BE HYDRO SEEDED WITH 50 LB. / 1,000 SQUARE FEET, CONSISTING OF A MIXTURE WITH EQUAL PORTIONS OF CANADA BLUEGRASS, CRESTED WHEATGRASS, HARD FESCUE AND SHEEP FESCUE. SEEDED AREAS SHALL BE FERTILIZED WITH A COMMERCIAL FERTILIZER PER THE MANUFACTURES SPECIFICATIONS AND MULCHED WITH "SILVA FIBER PLUS", OR APPROVED EQUAL WOOD FIBER CELLULOSE AT A RATE OF 1 TON PER ACRE.

8. ALL SEWER MAINS SHALL BE AIR TESTED IN ACCORDANCE WITH ISPWC, SECTION 501.

9. STORM SEWER PIPES AND DRYWELLS SHALL BE SEPARATED AT LEAST 10 FEET HORIZONTALLY FROM DOMESTIC WATER MAINS. CROSSINGS OF WATER MAINS AND SEWER SYSTEMS SHALL HAVE A MINIMUM 18-INCH VERTICAL SEPARATION. ANY ANTICIPATED SEPARATION LESS THAN MINIMUM STANDARDS CONTAINED HEREIN, SHALL CONFORM TO THE IDAHO RULES FOR WASTE WATER (IDAPA 58.01.16).

10. FLOOD TESTING OF ALL SWALES SHALL BE CONDUCTED PRIOR TO FINAL ACCEPTANCE IF REQURIED BY THE CITY. SWALES SHALL MEET A MINIMUM SOIL INFILTRATION RATE OF 3IN/HOUR.

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

GENERAL NOTES

FILE : 07-21-055_G-001
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 2/11/2022

DRAWING:
G-002

SHEET: 2 OF 67

Plot Date:2/11/2022 10:21 AM Plotted By: Kevin P. Smith
Date Created:2/11/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_G-001.DWG

MASS GRADING AND GEOTECHNICAL NOTES

1. ALL CUTS AND FILLS SHALL BE CONFINED TO THE LIMITS INDICATED WITHIN THE APPROVED GRADING PLANS.

2. THE CONTRACTOR SHALL INSURE THAT ALL TEMPORARY SLOPES ARE STABLE AND THAT APPROPRIATE EROSION MEASURES ARE IN PLACE AND MAINTAINED.

3. GROUNDWATER OR UNANTICIPATED GEOLOGIC CONDITIONS SHALL BE REPORTED TO THE ~~GEOTECHNICAL~~ ENGINEER OF RECORD FOR ASSESSMENT AND RECOMMENDATIONS.

4. ALL COMPACTION EFFORTS SHALL BE MONITORED AND TESTED BY AN EXPERIENCED SOILS TECHNICIAN, UNDER THE SUPERVISION OF A LICENSED GEOTECHNICAL ENGINEER ~~REPRESENTING THE OWNER~~.

5. ALL MASS GRADING SHALL BE MONITORED, TESTED, AND CERTIFIED BY A LICENSED GEOTECHNICAL TESTING FIRM ~~PROFESSIONAL ENGINEER (GEOTECHNICAL ENGINEER)~~.

6. CONTRACTOR IS TO NOTIFY THE GEOTECHNICAL TESTING FIRM ~~ENGINEER~~, THE ENGINEER OF RECORD AND THE CITY ENGINEERING INSPECTOR 48 HOURS PRIOR TO EACH AND EVERY START OR STOPPING OF CONSTRUCTION EACH TIME A LIFT OF GRADING IS READY FOR INSPECTION, AND EACH AND EVERY TIME THE CONTRACTOR IS REQUESTING GRADING INSPECTION FROM THE CITY. FAILURE TO NOTIFY MAY RESULT IN CONTRACTOR REMOVING ANY MATERIAL THAT HAS NOT BEEN INSPECTED.

7. ALL AREAS SHALL BE STRIPPED OF ORGANIC TOP SOIL AND NON-ENGINEERED FILL; IN ADDITIONAL TO ALL BRUSH, STUMPS, AND ROOTS. ONSITE DISPOSAL OF ORGANIC MATERIALS IS NOT ALLOWED. THE ~~GEOTECHNICAL~~ ENGINEER AND/OR THEIR FIELD REPRESENTATIVE SHALL REVIEW AND APPROVE ALL STRIPPED AND CLEARED AREAS PRIOR TO PLACEMENT OF FILL. PRIOR TO PLACING FILL, THE CLEARED AREAS SHALL BE SCARIFIED AND COMPACTED.

8. FILLS SHALL CONSIST OF WELL GRADED SANDS AND GRAVELS, WITH A MAXIMUM PARTICLE SIZE OF SIX INCHES, AND NO MORE THAN 20% PASSING THE NO. 200 SIEVE. THE ~~GEOTECHNICAL~~ ENGINEER OF RECORD SHALL PRE-APPROVE ALL IMPORT SOIL SOURCES.

9. BOULDERS AND COBBLES GREATER THAN 6 INCHES APPEARING IN THE EXCAVATION TO A DEPTH OF AT LEASE 4 INCHES BELOW SUBGRADE SHALL BE REMOVED.

10. ALL FILL MATERIAL SHALL BE DRIED OR MOISTENED TO WITHIN 2% OF THE OPTIMUM MOISTURE, PRIOR TO PLACEMENT. LIFTS SHALL NOT EXCEED EIGHT INCHES. ALL FILL SHALL BE COMPACTED TO AT LEAST 90% OF MODIFIED PROCTOR (ASTM D-1557, AASHTO T-180), WITH THE TOP 12 INCHES WITHIN THE ROADWAY PRISM COMPACTED TO 95% OF THE MODIFIED PROCTOR. MATERIAL TOO COARSE TO TEST PER THE SPECIFIED STANDARDS SHALL BE PLACED IN THE CONTROLLED LIFTS UNDER A PERFORMANCE BASED METHOD, AS OUTLINED WITHIN ISPWC.

11. EMBANKMENTS SHALL NOT BE CONSTRUCTED ON FROZEN OR SNOW-COVERED FOUNDATIONS, OR WITH THE USE OF FROZEN MATERIALS.

12. EMBANKMENTS CONSTRUCTED ON SLOPES GREATER THAN 5 HORIZONTAL TO 1 VERTICAL (5:1) SHALL BE KEYED INTO THE UNDISTURBED GROUND WITH HORIZONTAL BENCHES OF SUFFICIENT WIDTH TO ALLOW FOR PROPER OPERATION OF COMPACTION EQUIPMENT.

13. ~~THE FINAL LIMITS OF CUT AND FILL SHALL BE RECORDED WITH THE BOUNDARY TOPOGRAPHY AND SURVEY BY THE ENGINEER OF RECORD.~~ THE GEOTECHNICAL TESTING FIRM ~~ENGINEER~~ SHALL SUBMIT A CERTIFICATION OF THE FILL, ALONG WITH COPIES OF OBSERVATIONS AND TESTING.

14. IN THE EVENT THAT ANY UNFORESEEN CONDITIONS NOT COVERED BY THESE NOTES ARE ENCOUNTERED DURING GRADING OPERATIONS, THE ENGINEER OF RECORD SHALL BE IMMEDIATELY NOTIFIED IN ORDER TO PROVIDE GUIDANCE TO THE CONTRACTOR.

SANITARY SEWER NOTES

1. SANITARY SEWER MAINS UP TO 15 INCH DIAMETER SHALL BE PVC, ASTM D 3034, SDR 35 WITH FLEXIBLE GASKETED JOINTS. SEWER SERVICE CONNECTIONS SHALL BE MADE BY A TAP TO AN EXISTING MAIN, OR A TEE BRANCH FROM A NEW MAIN CONNECTED ABOVE THE SPRING LINE OF THE PIPE. SERVICE CONNECTIONS LESS THAN 45° ABOVE HORIZONTAL SHALL BE ALLOWED ONLY WHEN APPROVED BY THE CITY ENGINEER, AND AT THOSE LOCATIONS INDICATED ON THE PLANS. SERVICE CONNECTIONS TO MANHOLES ARE PROHIBITED.

2. FORCE MAINS UP TO 12 INCHES IN DIAMETER SHALL BE PVC AWWA C900-07 PIPE, FORCE MAINS GREATER THAN 12 INCHES OR GREATER IN DIAMETER SHALL UTILIZE C905, DR 25 PIPE. ALL FORCE MAINS SHALL BE CONSTRUCTED TO THE LINE AND GRADE INDICATED ON THE APPROVED PLANS, AND HAVE A MINIMUM BURY OF 4.5 FEET TO THE TOP OF THE PIPE FROM FINISH GRADE. FORCE MAINS SHALL BE HYDROSTATICALLY TESTED PER ISPWC, SECTION 401.

3. FORCE MAINS SHALL BE INSTALLED WITH CONTINUOUS TRACER WIRE AND PLASTIC MARKING TAPE. TRACER WIRE SHALL BE TESTED PRIOR TO SUB GRADE APPROVAL, AND LOCATING DISKS (TO BE PURCHASED FROM THE CITY OF POST FALLS PUBLIC WORKS DEPARTMENT) SHALL BE PLACE AT EACH BEND.

4. SEWER SERVICES SHALL BE SIZED AS SHOWN ON THE CONSTRUCTION PLANS, AND FIELD STAKED FOR GRADE AND ALIGNMENT. A MINIMUM INVERT DEPTH OF 5 FEET BELOW TOP OF CURB AT THE PROPERTY LINE IS REQUIRED. AS-BUILT PLANS SHALL SHOW SERVICES WITH STATIONING, OFF-SET AND DEPTH.

5. SEWER SERVICES SHALL BE AT RIGHT ANGLES TO THE SEWER MAIN, EXCEPT IN CUL-DE- SACS OR STREET KNUCKLES.

6. DISRUPTION OF EXISTING SEWER SERVICES WHILE MAKING CONNECTION TO EXISTING MAINS IS PROHIBITED, WITHOUT THE SPECIFIC APPROVAL OF THE CITY ENGINEER.

7. ALL SEWER MAINS SHALL BE MARKED WITH CONTINUOUS PLASTIC MARKING TAPE. THE ENDS OF ALL SERVICES SHALL BE MARKED WITH A MARKER INDICATING THE DEPTH OF BURY TO THE NEAREST INCH, AND A LOCATING BALL (LOCATING BALLS TO BE PURCHASED FROM THE CITY OF POST FALLS PUBLIC WORKS DEPARTMENT).

8. ALL PUBLIC SEWER LINES SHALL BE VIDEOTAPED, AND A COPY ALONG WITH A TRANSCRIPT SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW. UPON REVIEW, THE ENGINEER OF RECORD SHALL FORWARD THE VIDEO AND TRANSCRIPT, ALONG WITH A LETTER DETAILING RECOMMENDATIONS FOR REMEDIATION OR APPROVAL TO THE CITY ENGINEER. PAVING SHALL NOT PROGRESS WITHOUT THE CITY ENGINEER'S APPROVAL.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF ANY DEBRIS WITHIN NEWLY CONSTRUCTED PIPES, OR THEIR CONNECTIONS TO EXISTING SYSTEMS. ALL LINES AND MANHOLES SHALL BE CLEANED AND INSPECTED PRIOR TO PAVING. HYDRANT FLUSHING OF SEWERS IS NOT AN ACCEPTABLE MEANS OF CLEANING.

10. ALL SEWER MAINS SHALL BE AIR TESTED IN ACCORDANCE WITH ISPWC, SECTION 501.

11. ALL THRUST BLOCKING SHALL BE FORMED IN PLACE AGAINST UNDISTURBED OR COMPACTED SOIL, AND CONFORM TO THE MINIMUM DIMENSIONS SHOWN IN SD 403. THE USE OF PRE-CAST THRUST BLOCKS IS PROHIBITED. ALL BOLTS AND NUTS SHALL BE FREE OF CONCRETE AND ACCESSIBLE BY WRENCH.

12. ALL SANITARY SEWER MAINS SHALL BE SEPARATED AT LEAST 10 FEET HORIZONTALLY FROM DOMESTIC WATER LINES. CROSSINGS OF WATER MAINS AND SEWER SYSTEMS SHALL HAVE A MINIMUM 18-INCH VERTICAL SEPARATION WITH THE WATER MAIN BEING CENTERED OVER THE SANITARY SEWER. ANY ANTICIPATED SEPARATION DIFFERING FROM THE MINIMUM STANDARDS CONTAINED HEREIN SHALL CONFORM TO THE IDAHO RULES FOR PUBLIC DRINKING WATER, (IDAPA 58.01.16).

DOMESTIC WATER NOTES:

1. WATER MAINS UP TO 12 INCHES IN DIAMETER SHALL BE PVC AWWA C900 ~~C905~~, DR 18 PIPE AND SHALL UTILIZE GATE VALVES, WATER MAINS GREATER THAN 12 INCHES IN DIAMETER SHALL UTILIZE C905 ~~C900~~, DR 18 PIPE AND SHALL UTILIZE BUTTERFLY VALVES. ALL WATER MAINS SHALL BE CONSTRUCTED WITH THE TOP OF PIPE 4.5 FEET BELOW FINISH GRADE, EXCEPT WHERE OTHERWISE INDICATED WITH SPECIFIC ELEVATIONS AND APPROVED BY THE CITY ENGINEER. WATER SERVICES SHALL BE CONSTRUCTED OF POLYETHYLENE TUBING CONFORMING TO AWWA C901, 250 PSI LOCATED AND SIZED AS SHOWN ON THE CONSTRUCTION PLANS.

2. 48 HOURS PRIOR TO DISRUPTION, SHUT-OFF OR CONNECTION TO EXISTING WATER SYSTEMS; THE CONTRACTOR SHALL INFORM AND RECEIVE APPROVAL FROM THE CITY ENGINEERING DIVISION. ANY CONNECTION POINTS SHALL BE EXPOSED AT LEAST 24 HOURS PRIOR TO CONNECTION, TO VERIFY LOCATION AND FITTING REQUIREMENTS.

3. AT LEAST 24 HOURS PRIOR TO SHUT-OFF, THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTIES UTILIZING FLYERS, DOOR HANGERS OR LETTERS. NOTIFICATIONS SHALL CONTAIN AT A MINIMUM: DATE AND TIME OF SHUTOFF, ANTICIPATED DURATION, CONTRACTOR'S NAME AND PHONE NUMBER, AND AN EMERGENCY CONTACT PERSON AND PHONE NUMBER. A COPY OF THE NOTIFICATION SHALL BE PROVIDED TO THE CITY ENGINEERING DIVISION.

4. NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE, WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY WATER DIVISION.

5. ANY AND ALL FITTINGS OR APPURTENANCES REMOVED FROM THE CITY OF POST FALLS' WATER LINES, AS PART OF THE PROJECT, SHALL BE SALVAGED AND RETURNED TO THE CITY OF POST FALLS WATER DIVISION BY THE CONTRACTOR.

6. ALL WATER MAINS AND SERVICES SHALL BE INSTALLED WITH CONTINUOUS TRACER WIRE AND PLASTIC MARKER TAPE. PLASTIC MARKER TAPE SHALL BE INSTALLED 2 FEET ABOVE THE WATER MAIN. TRACER WIRE SHALL BE INSTALLED ALONG THE TOP OF THE WATER MAIN AND SHALL BE TESTED PRIOR TO SUB-GRADE APPROVAL.

7. ALL WATER MAINS SHALL BE SEPARATED AT LEAST TEN FEET HORIZONTALLY FROM SANITARY OR STORM SEWER SYSTEMS. CROSSING OF WATER MAINS AND SEWER SYSTEMS SHALL HAVE A MINIMUM 18-INCH VERTICAL SEPARATION, WITH THE WATER MAIN BEING CENTERED OVER THE SEWER. ANY ANTICIPATED SEPARATION DIFFERING FROM THE MINIMUM STANDARDS CONTAINED HEREIN, SHALL CONFORM TO THE IDAHO RULES FOR WASTE WATER (IDAPA 58.01.16).

8. MAXIMUM LIMITS OF WATER MAIN JOINT AND PIPE DEFLECTION SHALL BE OBTAINED FROM THE MANUFACTURER, AND SUBMITTED TO THE ENGINEER OF RECORD AND CITY ENGINEER PRIOR TO CONSTRUCTION. WHERE LAYING CONDITIONS REQUIRE PIPE/JOINT DEFLECTION IN EXCESS OF LIMITS SPECIFIED BY THE MANUFACTURER, A THRUST BLOCKED FITTING SHALL BE USED.

9. ALL THRUST BLOCKING SHALL BE FORMED IN PLACE AGAINST UNDISTURBED OR COMPACTED SOIL, AND CONFORM TO THE MINIMUM DIMENSIONS SHOWN IN SD 403. THE USE OF PRE-CAST THRUST BLOCKS IS PROHIBITED. ALL BOLTS AND NUTS SHALL BE FREE OF CONCRETE AND ACCESSIBLE BY WRENCH.

10. ALL WATER MAINS, FIRE MAINS, VALVES, FIRE HYDRANTS, SERVICES AND APPURTENANCES SHALL BE INSTALLED, HYDRO STATIC TESTED AT 150PSI FOR A MINIMUM OF 2 HOURS, BACTERIA TESTED, AND APPROVED, IN ACCORDANCE WITH THE REFERENCED STANDARDS IN THE GENERAL NOTES AND CITY REQUIREMENTS, PRIOR TO PAVING. RESULTS OF CHLORINATION AND BACTERIA TESTS SHALL BE SUBMITTED AND APPROVED BY THE CITY ENGINEERING DIVISION AND CITY WATER DIVISION, PRIOR TO OPERATING VALVES TO PUT NEW MAINS INTO SERVICE.

11. ALL WATER MAIN TAPS SHALL BE A MINIMUM OF 16 INCHES APART AND 16 INCHES FROM THE BELL AND STAB ENDS OF THE PIPES.

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

GENERAL NOTES

FILE : 07-21-055_G-001
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 2/11/2022

DRAWING:
G-003

SHEET: 3 OF 67

Plot Date:2/11/2022 10:21 AM Plotted By: Kevin P. Smith
Date Created:2/11/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL_POLELINE\07-21-055_G-001.DWG

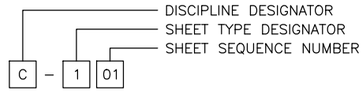
LINE LEGEND

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
POWER / COMMUNICATIONS		
OVERHEAD POWER	OHP	OHP
UNDERGROUND POWER	UP	UP
OVERHEAD TELEPHONE	OHT	OHT
UNDERGROUND TELEPHONE	UT	UT
FIBER OPTIC	F/O	F/O
CABLE TELEVISION	CTV	CTV
UNDERGROUND POWER, TEL, CABLE TV		P,T,CTV
UNDERGROUND POWER, TEL, CABLE TV, GAS		P,T,CTV,G
STORM DRAIN		
STORM DRAIN (GENERAL)	SD	SD
STORM DRAIN	X"SD	X"SD
ROOF DRAIN	RD	RD
SANITARY SEWER		
SANITARY SEWER (GENERAL)	SS	SS
SANITARY SEWER	X"SS	X"SS
SANITARY SEWER SERVICE	SS SS	SS SS
SEWER FORCE MAIN	FM	FM
WATER		
WATER (GENERAL)	W	W
WATER (SPECIFIED SIZE)	X"W	X"W
WATER SERVICE	WS WS	WS WS
IRRIGATION		
IRRIGATION	IRR	IRR
GRAVITY IRRIGATION	GIRR	GIRR
PRESSURE IRRIGATION	PIRR	PIRR
POTABLE WATER	PW	PW
NON-POTABLE WATER	NPW	NPW
GAS		
NATURAL GAS	G	G
NATURAL GAS SERVICE	G G	G G
HIGH PRESSURE GAS	HPG	HPG
LIQUID GAS	LG	LG
UTILITY		
CHLORINE LINE	CHL	CHL
INDUSTRIAL WASTE WATER	IWW	IWW
DRAIN LINE		DL

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
BOUNDARY		
PROPERTY LINE	P/L	P/L
PROPERTY LINE		
RIGHT OF WAY	R/W	R/W
TEMPORARY EASEMENT	T/E	T/E
PERMANENT EASEMENT	P/E	P/E
TOWNSHIP AND RANGE		
SECTION LINE		
QUARTER SECTION LINE		
1/16 SECTION LINE		
STATE LINE		
COUNTY LINE		
SITE		
FENCE	X	X
MAJOR CONTOUR	2521	
MINOR CONTOUR		
GRADE BREAK		GB
TOP OF BANK		TOB
TOE OF SLOPE		TOE
CUT LIMITS		
FILL LIMITS		
DITCH		
STORM SWALE		
EDGE OF WATER		
HIGH WATER		
WETLAND		WET
WETLAND BOG		BOG
WETLAND MARSH		MRSH
WETLAND SWAMP		SWMP
ROADWAY		
ROAD SHOULDER		
ROAD CENTERLINE		
ROAD ASPHALT		EP
ROAD GRAVEL		EG
TOP BACK OF CURB		
LIP OF GUTTER		
LANDSCAPING LIMITS	LS	LS

SHEET NUMBERING

SAMPLE: C-101



DISCIPLINE DESIGNATORS

DISCIPLINE	DESIGNATOR	DESCRIPTION
GENERAL	G	ALL GENERAL
	GI	GENERAL INFORMATION
	GC	GENERAL CONTRACTUAL
	GR	GENERAL RESOURCE
SURVEY/MAPPING	V	ALL SURVEY
GEOTECHNICAL	B	ALL GEOTECHNICAL
CIVIL	C	ALL CIVIL
LANDSCAPE	L	ALL LANDSCAPE
STRUCTURAL	S	ALL STRUCTURAL
ARCHITECTURAL	A	ALL ARCHITECTURE
EQUIPMENT	Q	ALL EQUIPMENT
MECHANICAL	M	ALL MECHANICAL
ELECTRICAL	E	ALL ELECTRICAL
PLUMBING	P	ALL PLUMBING
PROCESS	D	ALL PROCESS
RESOURCE	R	ALL RESOURCE

SHEET TYPE DESIGNATORS

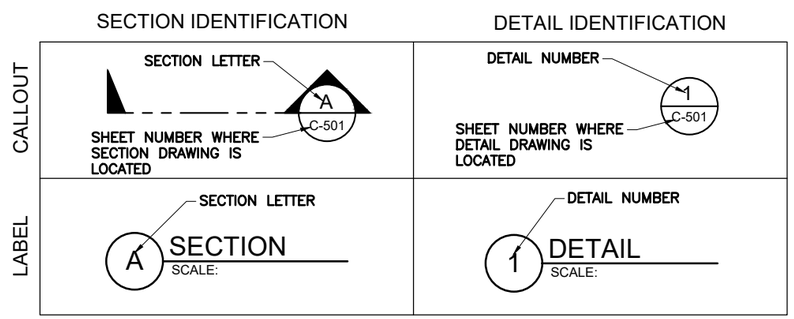
DESIGNATOR	SHEET TYPE
0	GENERAL (SYMBOLS, LEGENDS, NOTES, ETC.)
1	PLANS (HORIZONTAL VIEWS)
2	ELEVATIONS, PROFILES, COMBINED PLAN & PROFILES
3	SECTIONS (SECTIONAL VIEWS)
4	LARGE-SCALE VIEWS (PLANS, ELEVATIONS, ECT.)
5	DETAILS OR COMBINED DETAILS AND SECTIONS
6	SCHEDULES AND DIAGRAMS
7	TRAFFIC CONTROL / SIGNING AND STRIPING
8	USER DEFINED
9	3D REPRESENTATIONS (ISOMETRICS, PERSPECTIVES, PHOTOS)

DETAIL REFERENCE EXAMPLE

B1/C-501 IS SHEET C-501 DETAIL B1

SECTION AND DETAIL IDENTIFIERS

NOTE:
A DASH MAY BE PLACED IN THE LOWER PORTION OF THE IDENTIFIER IF THE DETAIL DRAWING OR SECTION VIEW IS LOCATED ON THE SAME SHEET.



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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

DRAWING MANAGEMENT

FILE: 07-21-055_G-001
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
G-004

SHEET: 4 OF 67

Plot Date:2/11/2022 10:21 AM Plotted By: Kevin P. Smith
Date Created:2/11/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRD\RAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_G-001.DWG

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
SURVEY		
CAP (ALUMINUM)		
CAP (BRASS)		
CHISELED X		
CTRL PT GENERIC		
CTRL PT ½" REBAR	1/2" PIN CONTROL PT	
CTRL PT ⅝" REBAR	5/8" PIN CONTROL PT	
CTRL PT 60D NAIL	60D	
CTRL PT HUB & TACK	HT	
CTRL PT PK NAIL	PK	
CTRL PT TEMP BENCH MARK	TBM	
NAIL		
NAIL AND TAG	N/T	
NAIL (PK)	PK	
BOLT		
DRILL STEEL		
REBAR (½")		
REBAR (⅝")		
STAINLESS STEEL ROD		
IRON PIPE		
RAILROAD SPIKE		
R/W MONUMENT		
STONE		
SECTION CORNER. MON.	22 15 21 16	
SECTION QUARTER MON.	15 22	
SITE		
BOLLARD		
BOULDER		
DRINKING FOUNTAIN	DF	DF
FLAGPOLE	F	F
GATE		
MAIL BOX	M	M
PARKING METER	PM	PM
POST		
SIGN		
SPOT ELEVATION		
TREE (SHRUB)		
TREE (STUMP)		
TREE (CONIFEROUS)		
TREE (DECIDUOUS)		
TEST HOLE	TH	
WELL	W	W
WELL (MONITORING)	M	M

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
UTILITIES		
MANHOLE (GENERIC)		
PRESSURE CLEAN OUT AT GRADE	PCO	PCO
THRUST BLOCK		
VAULT	V	V
COMMUNICATION		
TELE. MANHOLE	T	
TELE. PEDASTAL	T	T
TELE. POLE		
TV PEDASTAL	TV	TV
GUY WIRE		
DOMESTIC WATER		
FIRE HYDRANT		
SPIGOT		
YARD HYDRANT		
WATER MANHOLE	W	
WATER METER		
WATER VALVE	W	W
ELECTRIC		
ELEC. MANHOLE	E	
ELEC. METER	E	E
ELEC. TRANS.	E	E
JUNCTION BOX	J	J
POWER POLE		
POWER STUB	E	E
STREET LIGHT		
TRAFFIC SIGNAL POLE		
IRRIGATION		
IRRIGATION VALVE	IRR	IRR
IRRIGATION VALVE BOX	I	I
SPRINKLER		
NATURAL GAS		
GAS METER	G	G
GAS VALVE	G	G
SANITARY SEWER		
CLEANOUT		
SEWER STUB	S	S
SS MANHOLE	S	
STORM DRAIN		
CATCH BASIN		
DRY WELL	DW	DW
FLARE END		
GREASE TRAP		
SD MANHOLE	D	

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
FITTINGS		
BEND (11.25°)		
BEND (22.5°)		
BEND (45°)		
BEND (90°)		
CAP		
COUPLING		
CROSS		
REDUCER (CONCENTRIC)		
REDUCER (ECCENTRIC)		
TEE		
TRUE UNION		
WYE		
VALVES		
AIR VALVE	A	A
BLOW OFF	B	B
COMBO VALVE	C	C
BALL VALVE (N.C.)		
BALL VALVE (N.O.)		
BUTTERFLY VALVE		
CHECK VALVE		
CHECK VALVE (FLANGE)		
CHECK VALVE (MJ)		
GATE VALVE		
PLUG VALVE (N.C.)		
PLUG VALVE (N.O.)		
ROAD MARKINGS		
TURN ARROW		
ARROW STRAIGHT		
ARROW STRAIGHT/TURN		
BICYCLE ROUTE		
CAR		
HANDICAP SYMBOL		
ROADWAY		
INTERSTATE ROUTE	25	
MAST ARM		
PEDESTRIAN SIGNAL		
STATE ROUTE	14	
TRAFFIC LIGHT		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
ROADWAY (CONT.)		
TYPE III BARRICADE		
US ROUTE	287	
TRAFFIC ATTENUATOR		
JERSEY BARRIER		

ABBREVIATIONS

ASSY	ASSEMBLY
>	ANGLE
@	AT (MEASUREMENTS)
BLDG	BUILDING
BM	BENCH MARK
BSC	BITUMINOUS SURFACE COURSE
BSW	BACK OF SIDEWALK
BW	BOTH WAYS
C	CHANNEL (STRUCTURAL)
C/L	CENTER LINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONT	CONTINUOUS
CPLG	COUPLING
CU FT	CUBIC FEET
CU YD	CUBIC YARD
DEG OR °	DEGREE
DET	DETAIL
DIA OR ø	DIAMETER
DIP	DUCTILE IRON PIPE
DIST	DISTRIBUTION
DWG	DRAWING
EA	EACH
ELB	ELBOW
ELEV	ELEVATION
EW	EACH WAY
EXIST	EXISTING
FG	FINISH GRADE
FH	FIRE HYDRANT
FLG	FLANGE
FT OR '	FEET
GV	GATE VALVE
HORIZ	HORIZONTAL
ID	INSIDE DIAMETER
IN OR "	INCH
LB OR #	POUND
LF	LINEAL FEET
LN	LINEAL
MAX	MAXIMUM
MIN	MINIMUM
NO OR #	NUMBER
PE	POLYETHYLENE
PL	PLATE
PL	PROPERTY LINE
PVC	POLYVINYL–CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RP	RADIUS POINT
R&R	REMOVE & REPLACE
REM	REMOVE
REQ'D	REQUIRED
REV	REVISION
R/W	RIGHT–OF–WAY
S	SLOPE
SPEC	SPECIFICATION
STA	STATION
STD	STANDARD
STL	STEEL
ST STL	STAINLESS STEEL
TBC	TOP BACK OF CURB
TYP	TYPICAL
TFC	TOP FACE OF CONCRETE
W/	WITH
W/O	WITHOUT
W/REQ'D	WHERE REQUIIRED

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

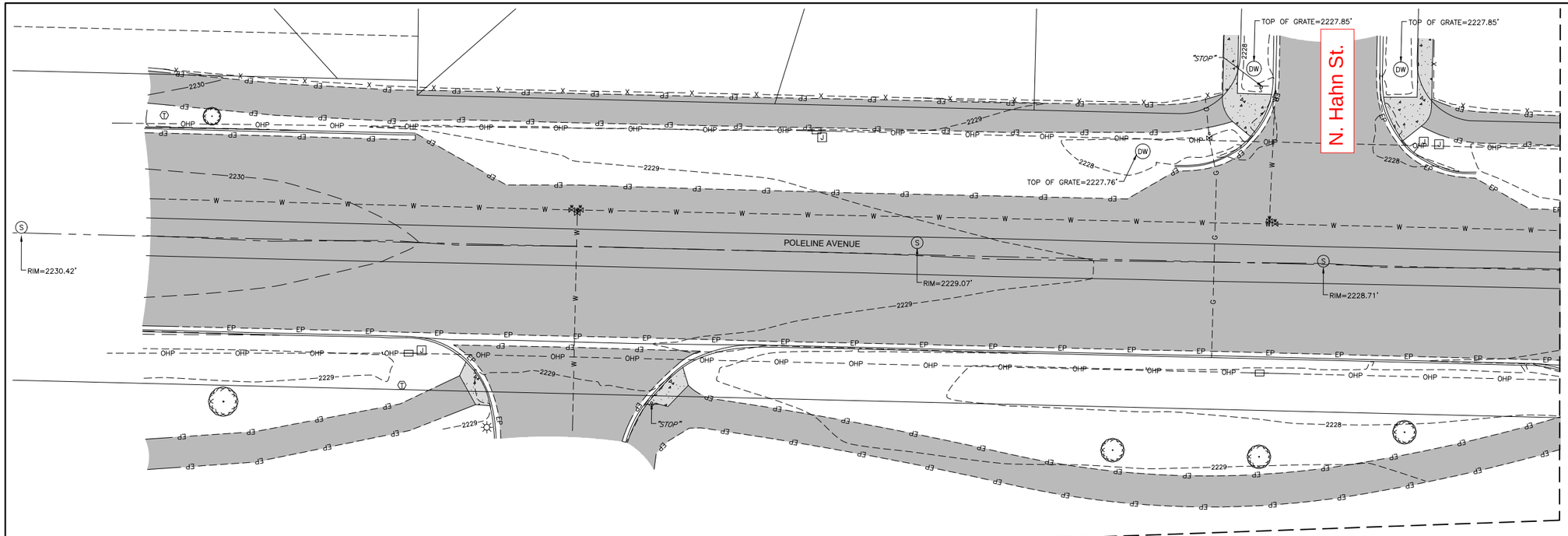
GENERAL SYMBOLS

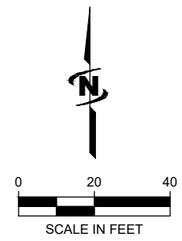
FILE : 07-21-055_G-001
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

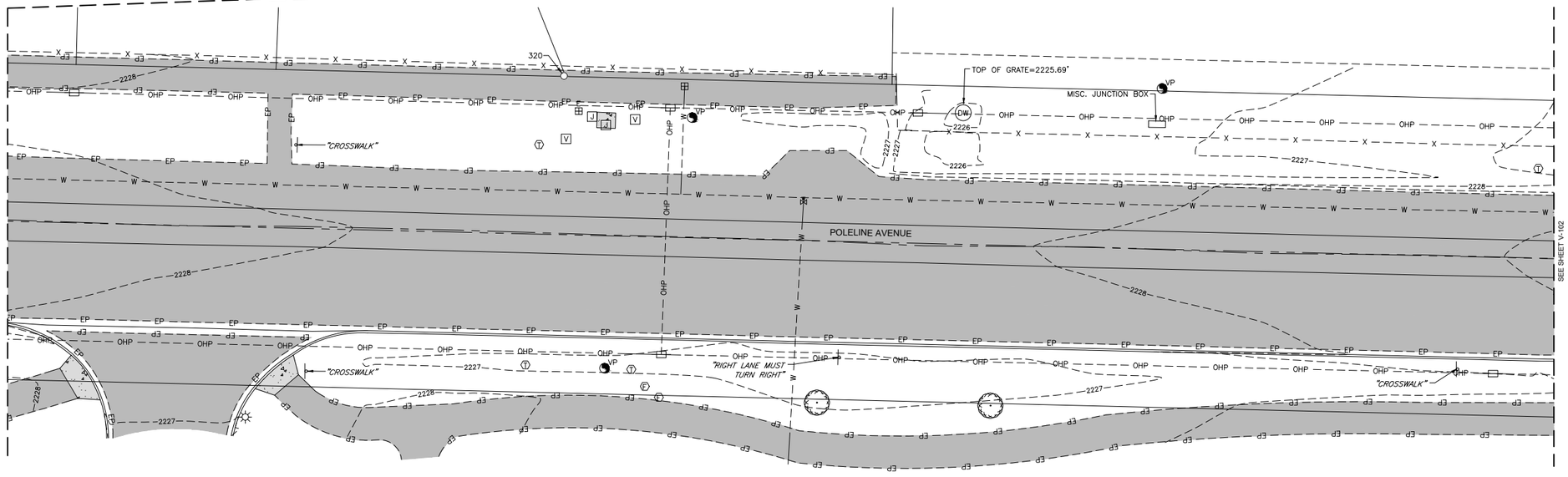
DRAWING:
G-005

SHEET: 5 OF 67

Plot Date:2/11/2022 10:21 AM Plotted By: Kevin P. Smith
Date Created:2/11/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRD\RAB\DESIGN\CAD\SHEET - CECIL_POLELINE\07-21-055_G-001.DWG







LEGEND

- DECIDUOUS TREE-TYPE AND SIZE MAY VARY
- (S) SANITARY SEWER MANHOLE
- (DW) DRYWELL
- LIGHT POLE
- POWER POLE
- (J) ELECTRICAL JUNCTION BOX
- (E) ELECTRIC METER
- (T) TELEPHONE PEDESTAL
- (F) FIBER OPTIC PEDESTAL
- SIGN-TYPE AS NOTED
- (W) WATER VALVE
- (V) UTILITY VAULT
- (VP) VERTICAL PIPE-TYPE, SIZE AND USE MAY VARY
- X — EXISTING FENCE-TYPE AND SIZE MAY VARY
- OHP — OVERHEAD POWER
- W — UNDERGROUND WATER
- G — UNDERGROUND GAS
- EP — EDGE OF ASPHALT
- EP — ASPHALT
- EP — CONCRETE

SURVEY CONTROL / FOUND MONUMENTS

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
320	2212783.76	2339657.34	2227.66	5/8" REBAR, YELLOW PLASTIC CAP, ILLEGIBLE

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS ESTABLISHED BY GPS OBSERVATIONS, PROJECTED TO IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, ALL DISTANCES PROJECTED TO GROUND VALUES

VERTICAL DATUM
THE CITY OF POST FALLS (NAVD 88)

UTILITY NOTE
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THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF THE CITY OF POST FALLS, OCTOBER 2021.

PROFESSIONAL LAND SURVEYOR LICENSED 13703 STATE OF IDAHO JEREMY J. RUSSELL

PRELIMINARY

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

TOPOGRAPHIC SURVEY FOR THE CITY OF POST FALLS POLELINE AVENUE AND CECIL ROAD

A PORTION OF THE SW1/4 AND THE SE1/4 OF SEC. 25, T 51N, R 5W, B.M., AND A PORTION OF THE NW1/4 AND NE1/4 OF SEC. 36, T 51N, R 5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

FILE : 07-21-055_V-SP-CP
JUB PROJ. # : 07-21-055
DRAWN BY: DFG
DESIGN BY:
CHECKED BY: GJR
ONE INCH
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LAST UPDATED: 2/11/2022

SHEET NUMBER:
V-101

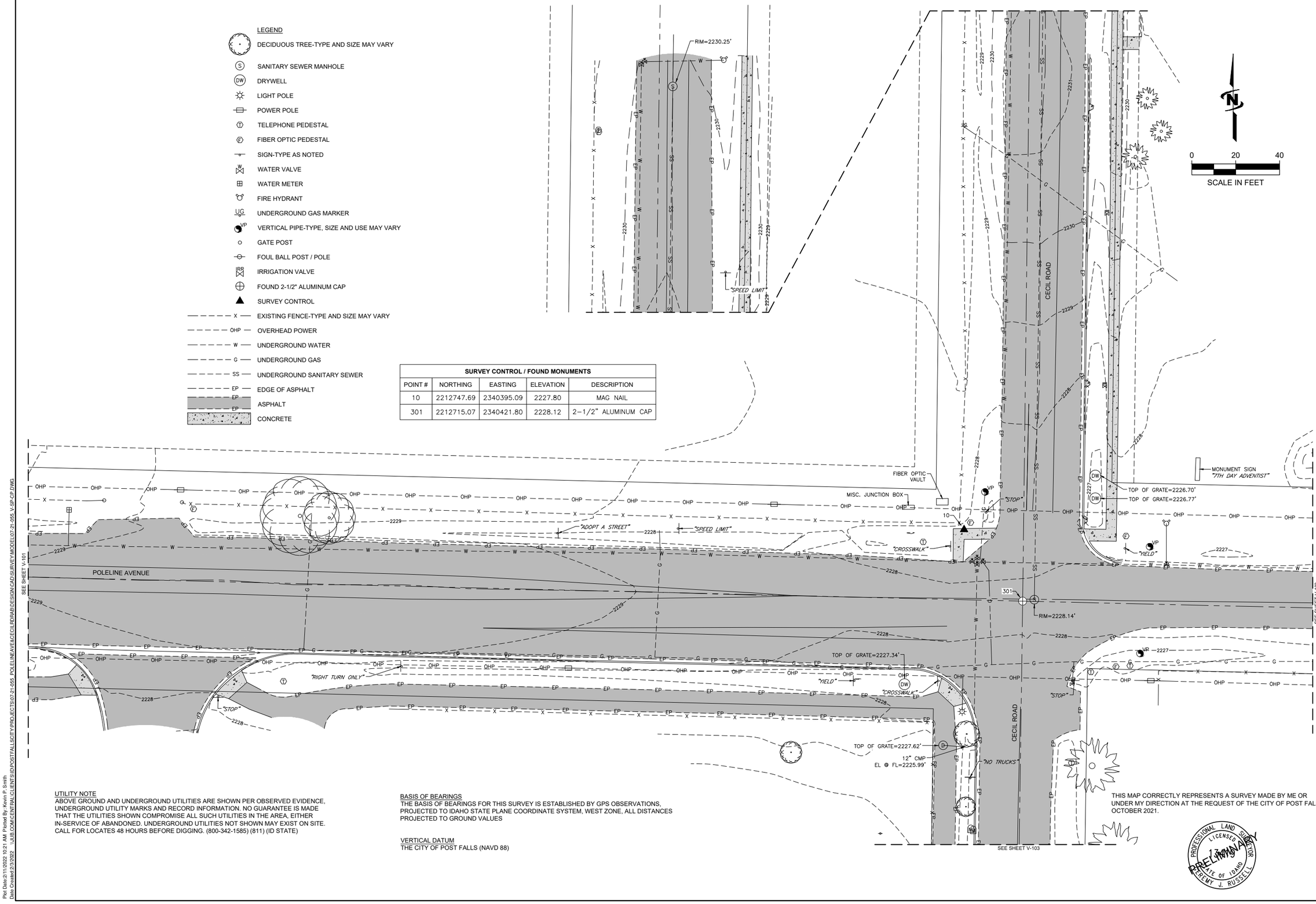
Plot Date:2/11/2022 10:21 AM Plotted By: Kevin P. Smith
Date Created:2/3/2022 \\JUB.COM\CENTRAL\CLIENT\SID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SURVEY\MODEL\07-21-055_V-SP-CP.DWG

LEGEND

- DECIDUOUS TREE-TYPE AND SIZE MAY VARY
- SANITARY SEWER MANHOLE
- DRYWELL
- LIGHT POLE
- POWER POLE
- TELEPHONE PEDESTAL
- FIBER OPTIC PEDESTAL
- SIGN-TYPE AS NOTED
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- UNDERGROUND GAS MARKER
- VERTICAL PIPE-TYPE, SIZE AND USE MAY VARY
- GATE POST
- FOUL BALL POST / POLE
- IRRIGATION VALVE
- FOUND 2-1/2" ALUMINUM CAP
- SURVEY CONTROL
- EXISTING FENCE-TYPE AND SIZE MAY VARY
- OVERHEAD POWER
- UNDERGROUND WATER
- UNDERGROUND GAS
- UNDERGROUND SANITARY SEWER
- EDGE OF ASPHALT
- ASPHALT
- CONCRETE

SURVEY CONTROL / FOUND MONUMENTS

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
10	2212747.69	2340395.09	2227.80	MAG NAIL
301	2212715.07	2340421.80	2228.12	2-1/2" ALUMINUM CAP



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BASIS OF BEARINGS
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VERTICAL DATUM
THE CITY OF POST FALLS (NAVD 88)

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PROFESSIONAL LAND SURVEYOR LICENSED STATE OF IDAHO JEREMY J. RUSSELL 13706
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NO.	DESCRIPTION	BY	APP'D	DATE
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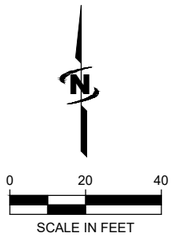
TOPOGRAPHIC SURVEY FOR THE CITY OF POST FALLS POLELINE AVENUE AND CECIL ROAD

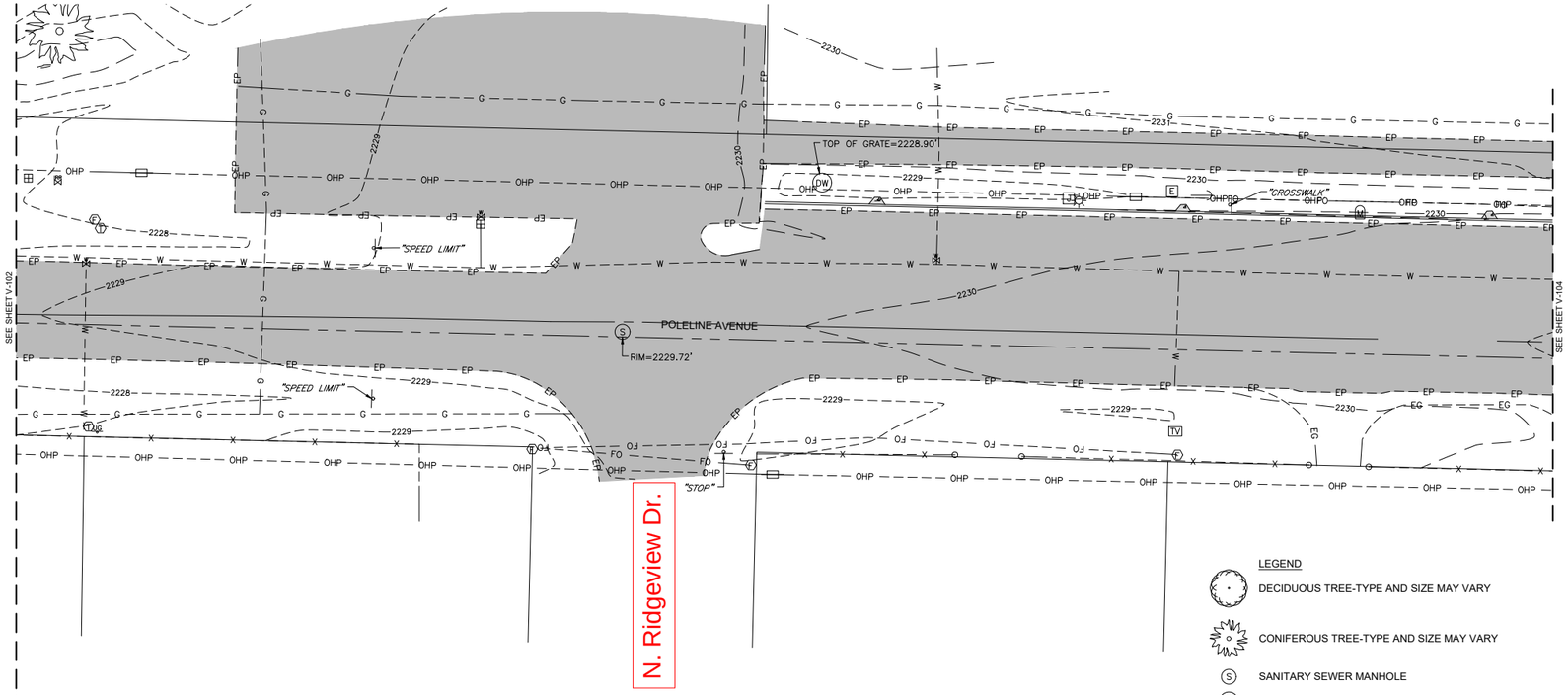
A PORTION OF THE SW1/4 AND THE SE1/4 OF SEC. 25, T 51N, R 5W, B.M., AND A PORTION OF THE NW1/4 AND NE1/4 OF SEC. 36, T 51N, R 5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

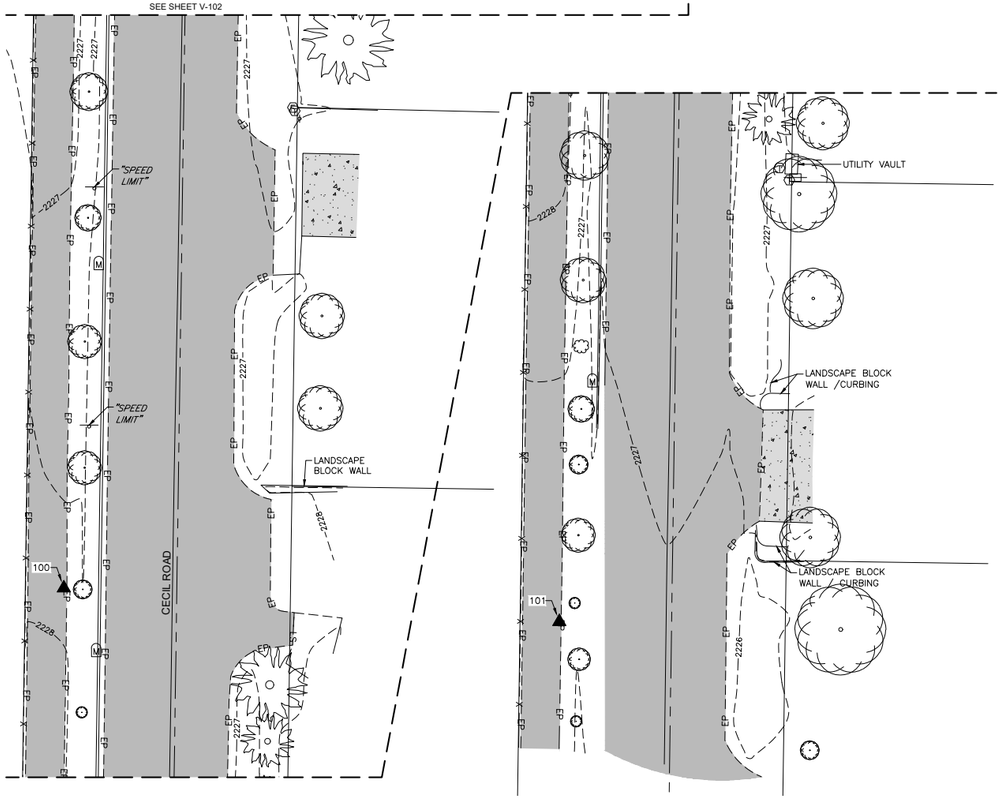
FILE : 07-21-055_V-SP-CP
JUB PROJ. # :07-21-055
DRAWN BY: DFG
DESIGN BY:
CHECKED BY: GJR
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

SHEET NUMBER:
V-102

Plot Date:2/11/2022 10:21 AM Plotted By: Kevin P. Smith
Date Created:2/3/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SURVEY\MODEL\07-21-055_V-SP-CP.DWG







SURVEY CONTROL / FOUND MONUMENTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	2212457.53	2340388.29	2227.78	60D NAIL
101	2212268.30	2340385.77	2226.57	60D NAIL

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS ESTABLISHED BY GPS OBSERVATIONS, PROJECTED TO IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, ALL DISTANCES PROJECTED TO GROUND VALUES

VERTICAL DATUM
THE CITY OF POST FALLS (NAVD 88)

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LEGEND

- DECIDUOUS TREE-TYPE AND SIZE MAY VARY
- CONIFEROUS TREE-TYPE AND SIZE MAY VARY
- (S) SANITARY SEWER MANHOLE
- (DW) DRYWELL
- POWER POLE
- GUY ANCHOR
- [E] ELECTRICAL TRANSFORMER
- (T) TELEPHONE PEDESTAL
- (F) FIBER OPTIC PEDESTAL
- [TV] CABLE TV
- SIGN-TYPE AS NOTED
- WATER METER
- UG UNDERGROUND GAS MARKER
- GATE POST
- [M] MAILBOX
- RR IRRIGATION VALVE
- SURVEY CONTROL
- — — — X — — — EXISTING FENCE-TYPE AND SIZE MAY VARY
- — — — OHP — — — OVERHEAD POWER
- — — — W — — — UNDERGROUND WATER
- — — — G — — — UNDERGROUND GAS
- — — — FO — — — UNDERGROUND FIBER
- — — — LS — — — EDGE OF LANDSCAPE
- — — — EG — — — EDGE OF GRAVEL
- — — — EP — — — EDGE OF ASPHALT
- ASPHALT
- CONCRETE

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PROFESSIONAL LAND SURVEYOR LICENSED JEREMY J. RUSSELL STATE OF IDAHO 13 PRELIMINARY

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NO.	DESCRIPTION	BY	APPR.	DATE
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TOPOGRAPHIC SURVEY FOR THE CITY OF POST FALLS POLELINE AVENUE AND CECIL ROAD

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JUB PROJ. # : 07-21-055
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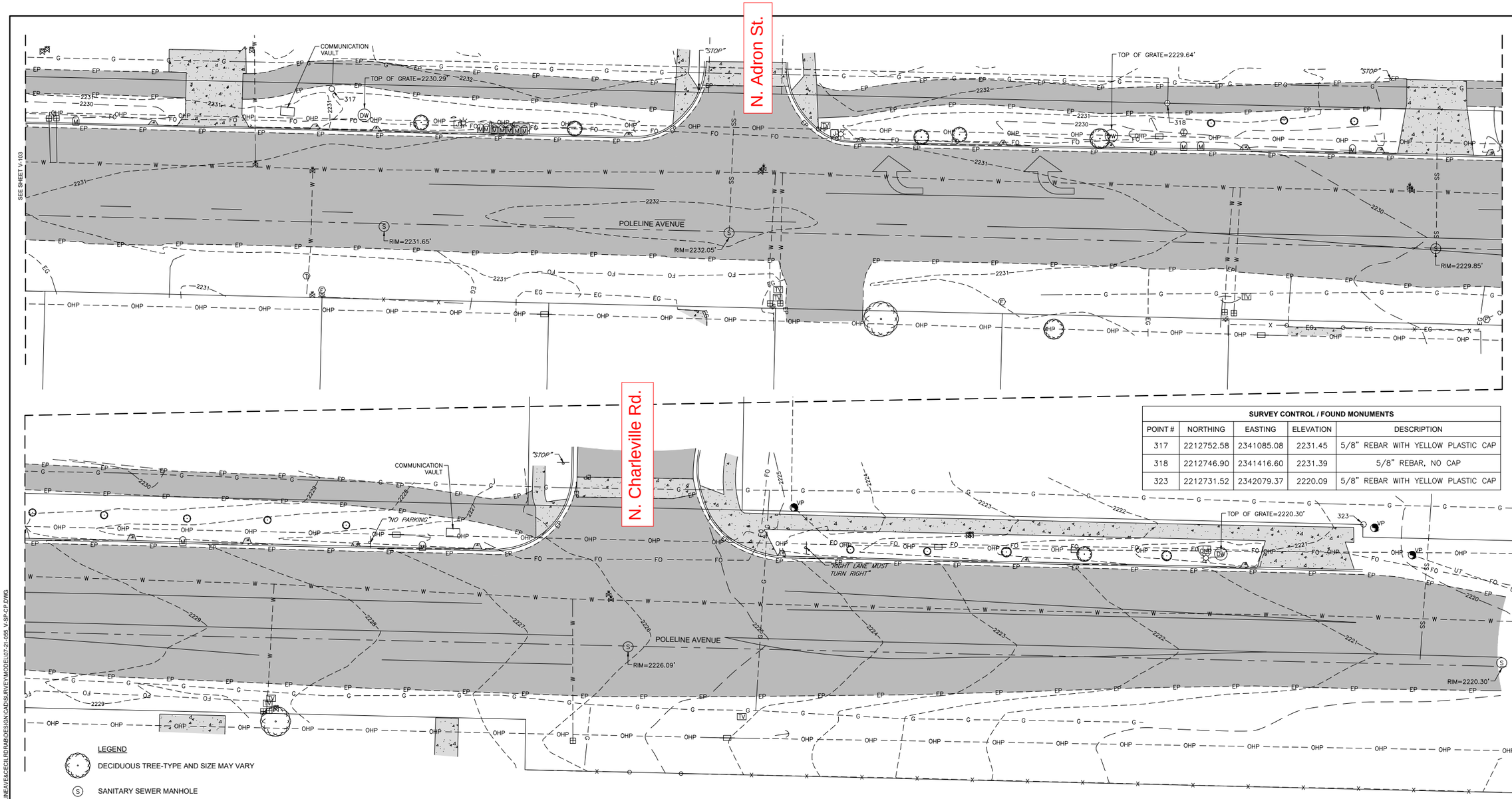
DESIGN BY:
CHECKED BY: GJR
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

SHEET NUMBER:
V-103

Plot Date:2/11/2022 10:21 AM Plotted By: Kevin P. Smith
Date Created:2/3/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SURVEY\MODEL\07-21-055_V-SP-CP.DWG



SURVEY CONTROL / FOUND MONUMENTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
317	2212752.58	2341085.08	2231.45	5/8" REBAR WITH YELLOW PLASTIC CAP
318	2212746.90	2341416.60	2231.39	5/8" REBAR, NO CAP
323	2212731.52	2342079.37	2220.09	5/8" REBAR WITH YELLOW PLASTIC CAP

LEGEND

- DECIDUOUS TREE-TYPE AND SIZE MAY VARY
- SANITARY SEWER MANHOLE
- DRYWELL
- POWER POLE
- GUY ANCHOR
- ELECTRICAL JUNCTION BOX
- LIGHT POLE
- TELEPHONE PEDESTAL
- FIBER OPTIC PEDESTAL
- CABLE TV
- SIGN-TYPE AS NOTED
- WATER METER
- WATER VALVE
- UNDERGROUND GAS MARKER
- IRRIGATION VALVE
- MAILBOX
- VERTICAL PIPE-TYPE, SIZE AND USE MAY VARY
- FOUND 5/8" REBAR

LEGEND

- EXISTING FENCE-TYPE AND SIZE MAY VARY
- OVERHEAD POWER
- UNDERGROUND WATER
- UNDERGROUND GAS
- UNDERGROUND FIBER
- UNDERGROUND FIBER OPTIC
- EDGE OF ASPHALT
- ASPHALT
- CONCRETE

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS ESTABLISHED BY GPS OBSERVATIONS, PROJECTED TO IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, ALL DISTANCES PROJECTED TO GROUND VALUES

VERTICAL DATUM
THE CITY OF POST FALLS (NAVD 88)

UTILITY NOTE
ABOVE GROUND AND UNDERGROUND UTILITIES ARE SHOWN PER OBSERVED EVIDENCE, UNDERGROUND UTILITY MARKS AND RECORD INFORMATION. NO GUARANTEE IS MADE THAT THE UTILITIES SHOWN COMPROMISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OF ABANDONED. UNDERGROUND UTILITIES NOT SHOWN MAY EXIST ON SITE. CALL FOR LOCATES 48 HOURS BEFORE DIGGING. (800-342-1585) (811) (ID STATE)

0 20 40
SCALE IN FEET

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF THE CITY OF POST FALLS, OCTOBER 2021.

PROFESSIONAL LAND SURVEYOR LICENSED 17609 STATE OF IDAHO JEREMY J. RUSSELL
PRELIMINARY

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B

NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

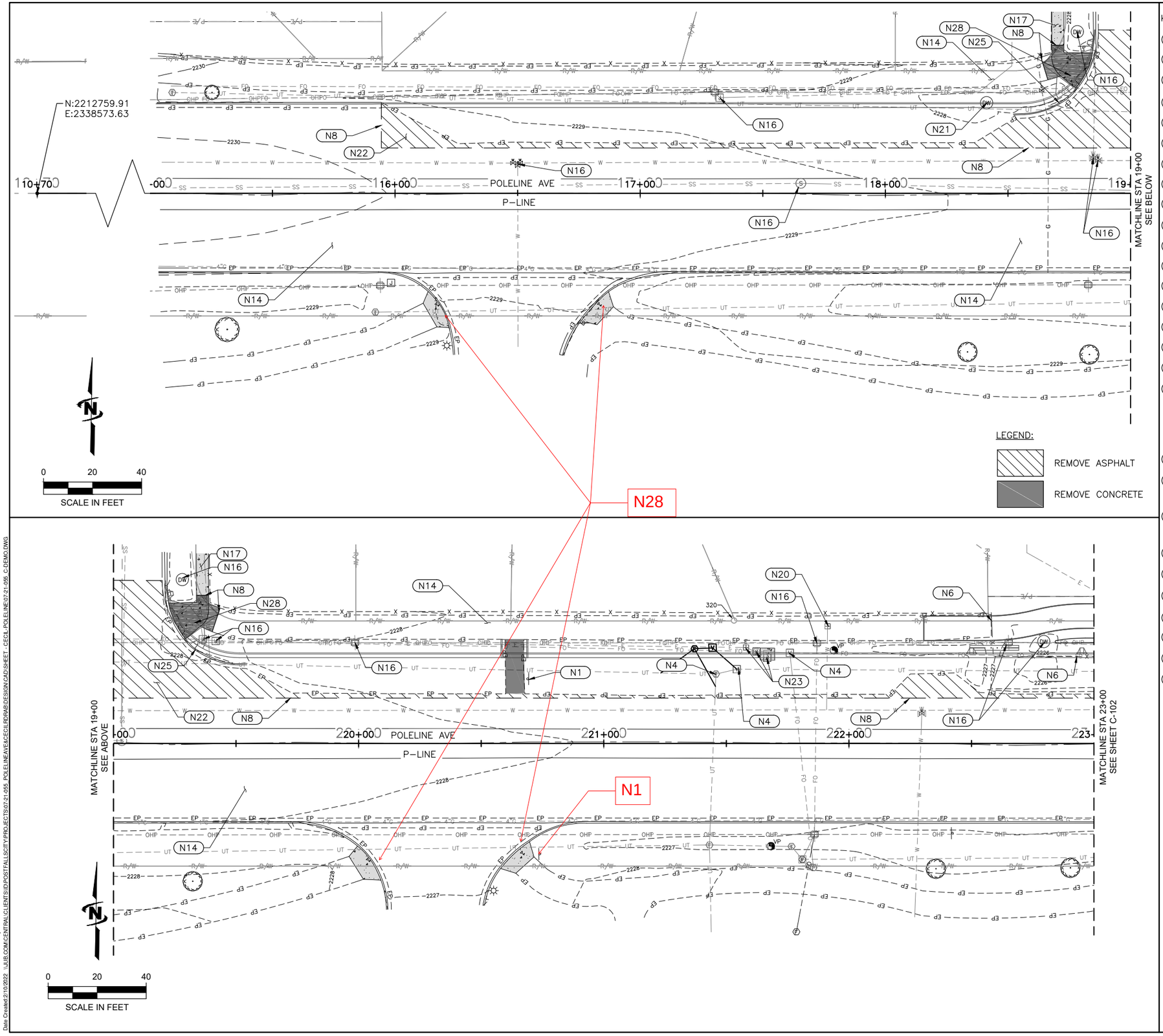
TOPOGRAPHIC SURVEY FOR THE CITY OF POST FALLS POLELINE AVENUE AND CECIL ROAD

A PORTION OF THE SW1/4 AND THE SE1/4 OF SEC. 25, T 51N, R 5W, B.M., AND A PORTION OF THE NW1/4 AND NE1/4 OF SEC. 36, T 51N, R 5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

FILE: 07-21-055_V-SP-CP
JUB PROJ. #: 07-21-055
DRAWN BY: DFG
DESIGN BY:
CHECKED BY: GJR
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

SHEET NUMBER:
V-104

Plot Date:2/11/2022, 10:21 AM, Plotted By:Kevin P. Smith
Date Created:2/3/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRD\RAB\DESIGN\CAD\SURVEY\MODEL\07-21-055_V-SP-CP.DWG



KEYED NOTES (THIS SHEET):

- N1 REMOVE SIGN
- N2 RELOCATE MAILBOX
- N3 REMOVE LIGHT POLE (BY OTHERS)
- N4 RESET COMMUNICATIONS JUNCTION BOX (BY OTHERS)
- N5 ADJUST VALVE BOX TO GRADE
- N6 REMOVE FENCE
- N7 REMOVE WALL TO CATCH LIMITS
- N8 SAWCUT
- N9 RETAIN AND PROTECT FENCE
- N10 REMOVE TREE
- N11 RETAIN AND PROTECT CONCRETE
- N12 RETAIN AND PROTECT SURVEY MONUMENT
- N13 CATCH LIMITS
- N14 RETAIN AND PROTECT ASPHALT
- N15 RETAIN AND PROTECT CURB
- N16 RETAIN AND PROTECT UTILITY
- N17 RETAIN AND PROTECT SIDEWALK
- N18 REMOVE TREES AND LANDSCAPE AS NECESSARY TO CONSTRUCT PROJECTS IMPROVEMENTS. MARK AND VERIFY WITH URBAN FORESTER AND CEMETERY SEXTON PRIOR TO REMOVAL. INSTALL TEMPORARY TREE PROTECTION ON REMAINING TREES ACCORDING TO URBAN FORESTER GUIDANCE.
- N19 RESET SIGN
- N20 ADJUST WATER METER TO GRADE
- N21 REMOVE EXISTING DRYWELL AND ALL PIPING AND APPURTENANCES ASSOCIATED WITH THE DRYWELL. CONTRACTOR CAN ABANDON BOTTOM BARREL IN–PLACE IF BACKFILLED WITH ¾" BASE ROCK AND COMPACTED.
- N22 REMOVE ASPHALT
- N23 RESET ELECTRICAL JUNCTION BOX (BY OTHERS)
- N24 REMOVE UTILITY POLE (BY OTHERS)
- N25 REMOVE CURB AND GUTTER
- N26 RESET HYDRANT
- N27 ADJUST GAS VALVE TO GRADE (BY OTHERS)
- N28 REMOVE CONCRETE

NOTES:

1. CONTRACTOR TO REMOVE ALL LANDSCAPING IN CONFLICT WITH PROPOSED IMPROVEMENTS. LANDSCAPE FEATURES ARE TO BE PROVIDED BACK TO THE PROPERTY OWNERS. IF THE PROPERTY OWNERS ELECT TO DISPOSE OF LANDSCAPE FEATURES, THE CONTRACTOR SHALL DISPOSE OF THEM AT CONTRACTOR EXPENSE.
2. THE CONTRACTOR SHALL PERFORM THE FOLLOWING STEPS WHEN IRRIGATION SYSTEMS ARE ENCOUNTERED WITHIN THE PROJECT LIMITS:

a. CONTACT THE PROPERTY OWNER TO IDENTIFY THE EXTENTS OF THE IRRIGATION SYSTEM ITS CONNECTIVITY, AND GENERAL INFORMATION ABOUT THE IRRIGATION SYSTEM.

b. REROUTE AND RECONSTRUCT THE IRRIGATION LINES OUTSIDE OF THE PROPOSED PROJECT IMPROVEMENTS, MAINTAINING THE INTEGRITY AND CONNECTIVITY OF THE IRRIGATION SYSTEM.

c. REPLACE IRRIGATION FIXTURES TO PROVIDE EVEN COVERAGE.

d. RESTORE CONNECTIVITY AND FUNCTIONALITY OF THE IRRIGATION SYSTEM WITHIN 2 DAYS OF SEVERING THE CONNECTION. IFWEATHER IS BELOW 90 DEGREES THIS TIME FRAME MAY BE EXTENDED BY THE ENGINEER.

e. IRRIGATION REPAIR IS INCIDENTAL TO REMOVAL OF OBSTRUCTIONS.

J-U-B ENGINEERS, INC.
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www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APP'D	DATE
REVISION				

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

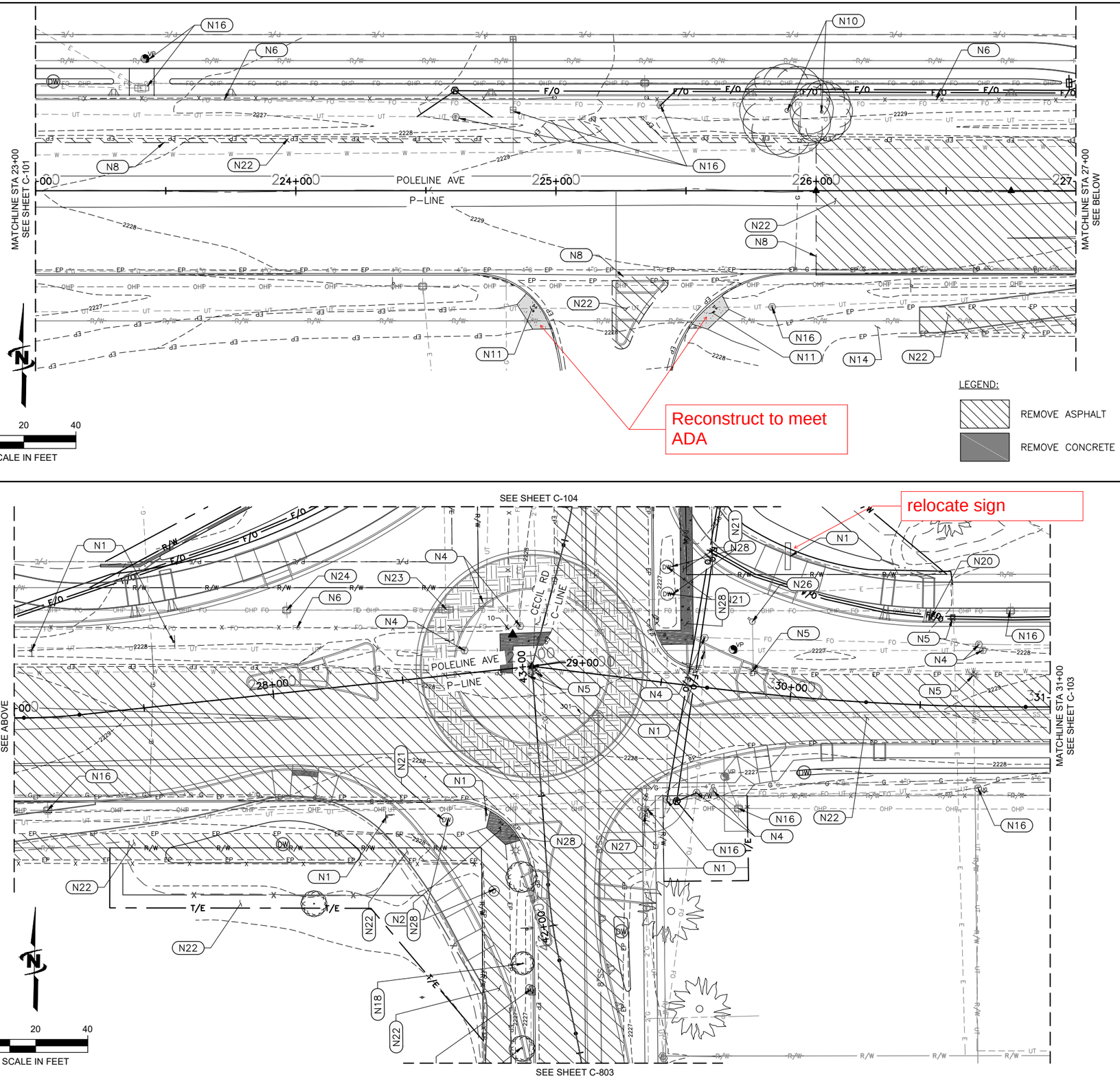
DEMOLITION
ROADWAY PLAN AND PROFILE

FILE : 07-21-055_C-DEMO
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-101

SHEET: 10 OF 67

Plot Date:2/11/2022 10:22 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRD\RAB\DESIGN\CAD\SHEET - CECIL_POLELINE\07-21-055_C-DEMO.DWG



KEYED NOTES (THIS SHEET):

- N1 REMOVE SIGN
- N2 RELOCATE MAILBOX
- N3 REMOVE LIGHT POLE (BY OTHERS)
- N4 RESET COMMUNICATIONS JUNCTION BOX (BY OTHERS)
- N5 ADJUST VALVE BOX TO GRADE
- N6 REMOVE FENCE
- N7 REMOVE WALL TO CATCH LIMITS
- N8 SAWCUT
- N9 RETAIN AND PROTECT FENCE
- N10 REMOVE TREE
- N11 RETAIN AND PROTECT CONCRETE
- N12 RETAIN AND PROTECT SURVEY MONUMENT
- N13 CATCH LIMITS
- N14 RETAIN AND PROTECT ASPHALT
- N15 RETAIN AND PROTECT CURB
- N16 RETAIN AND PROTECT UTILITY
- N17 RETAIN AND PROTECT SIDEWALK
- N18 REMOVE TREES AND LANDSCAPE AS NECESSARY TO CONSTRUCT PROJECTS IMPROVEMENTS. MARK AND VERIFY WITH URBAN FORESTER AND CEMETERY SEXTON PRIOR TO REMOVAL. INSTALL TEMPORARY TREE PROTECTION ON REMAINING TREES ACCORDING TO URBAN FORESTER GUIDANCE.
- N19 RESET SIGN
- N20 ADJUST WATER METER TO GRADE
- N21 FILL AND ABANDON EXISTING DRYWELL
- N22 REMOVE ASPHALT
- N23 RESET ELECTRICAL JUNCTION BOX (BY OTHERS)
- N24 REMOVE UTILITY POLE (BY OTHERS)
- N25 REMOVE CURB AND GUTTER
- N26 RELOCATE HYDRANT
- N27 ADJUST GAS VALVE TO GRADE (BY OTHERS)
- N28 REMOVE CONCRETE
- N29 RETAIN AND PROTECT TREE

NOTES:

1. CONTRACTOR TO REMOVE ALL LANDSCAPING IN CONFLICT WITH PROPOSED IMPROVEMENTS. LANDSCAPE FEATURES ARE TO BE PROVIDED BACK TO THE PROPERTY OWNERS. IF THE PROPERTY OWNERS ELECT TO DISPOSE OF LANDSCAPE FEATURES, THE CONTRACTOR SHALL DISPOSE OF THEM AT CONTRACTOR EXPENSE.
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c. REPLACE IRRIGATION FIXTURES TO PROVIDE EVEN COVERAGE.

d. RESTORE CONNECTIVITY AND FUNCTIONALITY OF THE IRRIGATION SYSTEM WITHIN 2 DAYS OF SEVERING THE CONNECTION. IFWEATHER IS BELOW 90 DEGREES THIS TIME FRAME MAY BE EXTENDED BY THE ENGINEER.

e. IRRIGATION REPAIR IS INCIDENTAL TO REMOVAL OF OBSTRUCTIONS.

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

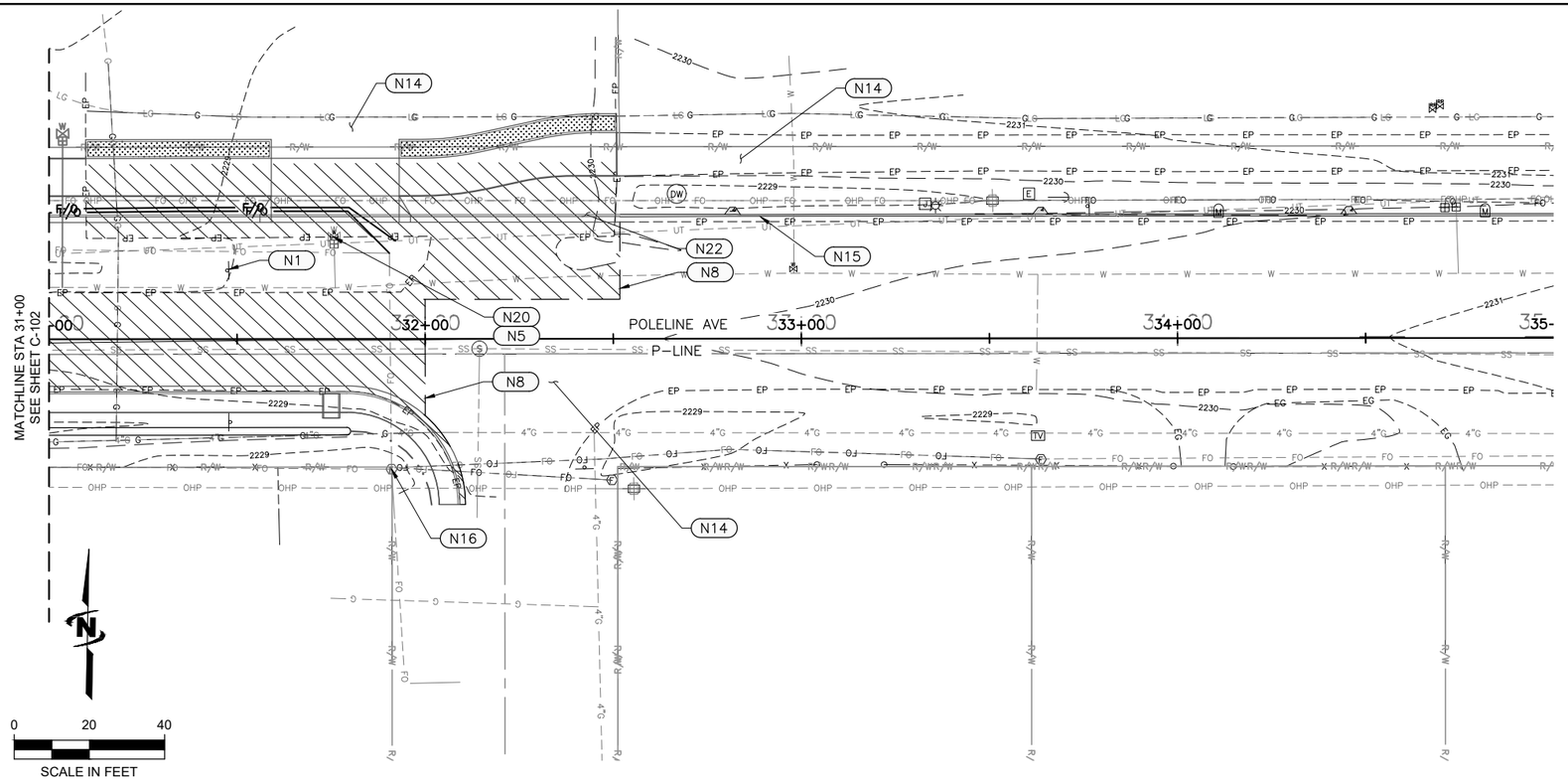
STA 27+00.00 TO STA 31+00.00
ROADWAY PLAN AND PROFILE

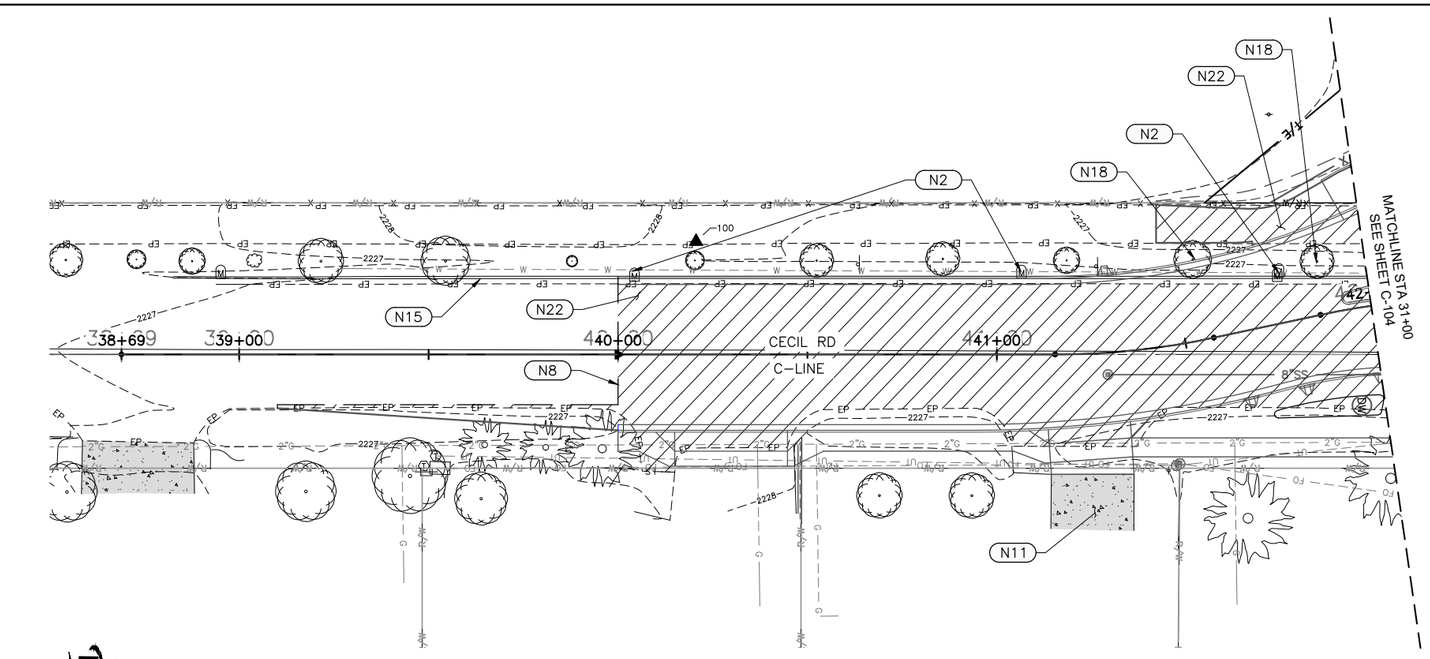
FILE : 07-21-055_C-DEMO
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-102

SHEET: 11 OF 67

Plot Date:2/11/2022 10:22 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE07-21-055_C-DEMO.DWG





LEGEND:

REMOVE ASPHALT

REMOVE CONCRETE

KEYED NOTES (THIS SHEET):

N1	REMOVE SIGN
N2	RELOCATE MAILBOX
N3	REMOVE LIGHT POLE (BY OTHERS)
N4	RESET COMMUNICATIONS JUNCTION BOX (BY OTHERS)
N5	ADJUST VALVE BOX TO GRADE
N6	REMOVE FENCE
N7	REMOVE WALL TO CATCH LIMITS
N8	SAWCUT
N9	RETAIN AND PROTECT FENCE
N10	REMOVE TREE
N11	RETAIN AND PROTECT CONCRETE
N12	RETAIN AND PROTECT SURVEY MONUMENT
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N19	RESET SIGN
N20	ADJUST WATER METER TO GRADE
N21	FILL AND ABANDON EXISTING DRYWELL
N22	REMOVE ASPHALT
N23	RESET ELECTRICAL JUNCTION BOX (BY OTHERS)
N24	REMOVE UTILITY POLE (BY OTHERS)
N25	REMOVE CURB AND GUTTER
N26	RESET HYDRANT
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N28	REMOVE CONCRETE

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

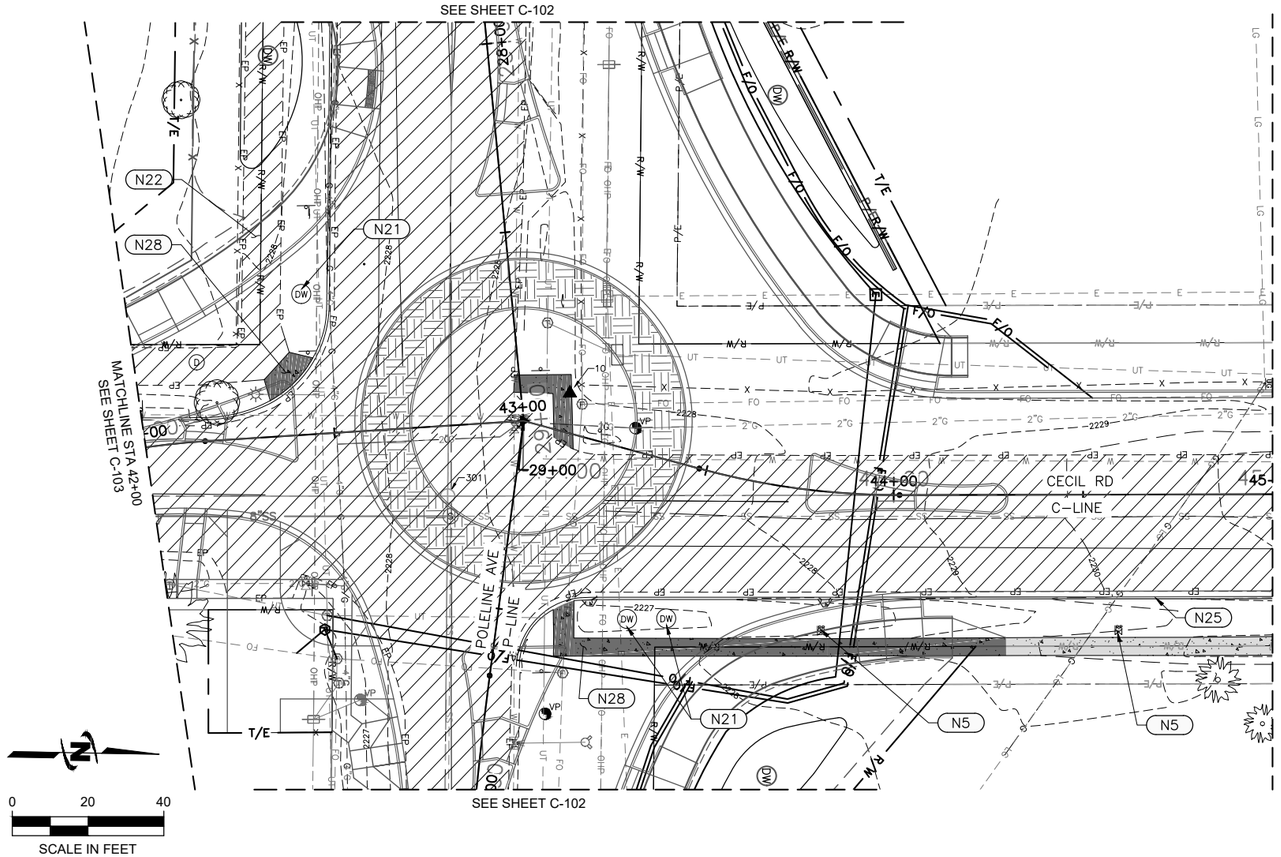
STA 27+00.00 TO STA 31+00.00
ROADWAY PLAN AND PROFILE

FILE: 07-21-055_C-DEMO
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-103

SHEET: 12 OF 67

Plot Date:2/11/2022 10:23 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-DEMO.DWG



LEGEND:

REMOVE ASPHALT

REMOVE CONCRETE

KEYED NOTES (THIS SHEET):

- N1 REMOVE SIGN
- N2 RELOCATE MAILBOX
- N3 REMOVE LIGHT POLE (BY OTHERS)
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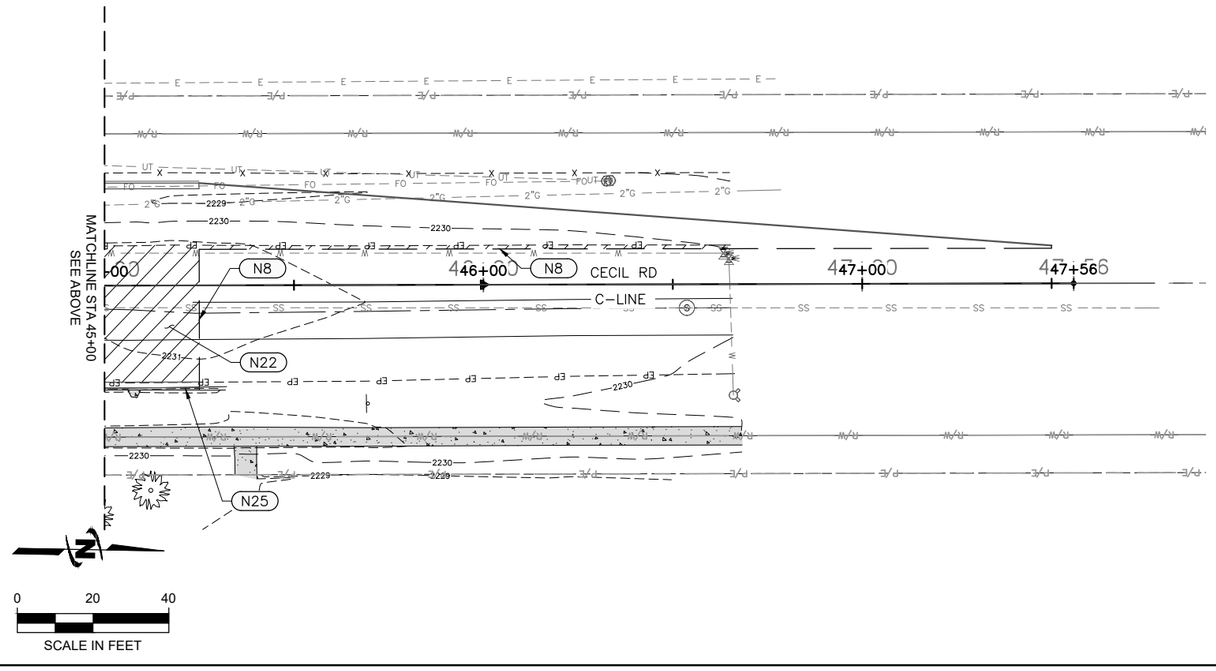

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STA 27+00.00 TO STA 31+00.00
ROADWAY PLAN AND PROFILE

FILE : 07-21-055_C-DEMO
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
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DRAWING:
C-104

SHEET: 13 OF 67

Plot Date:2/11/2022 10:23 AM Plotted By: Kevin P. Smith
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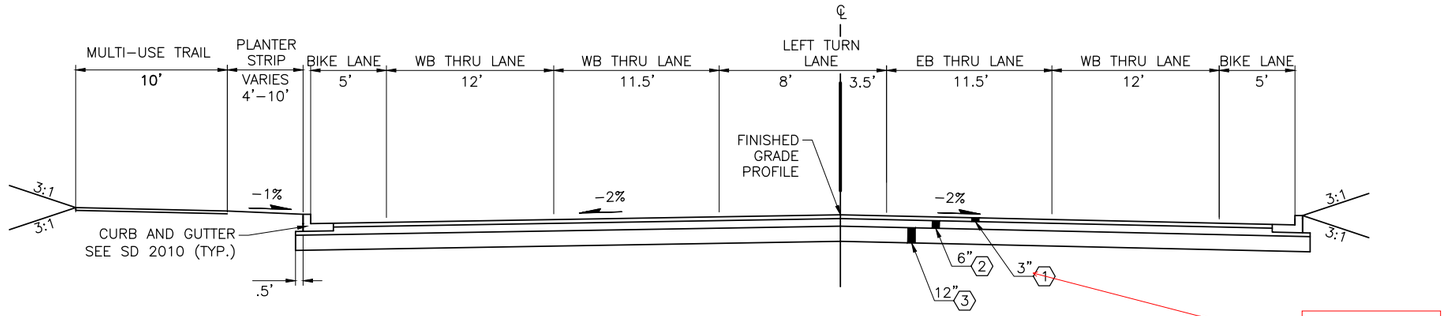
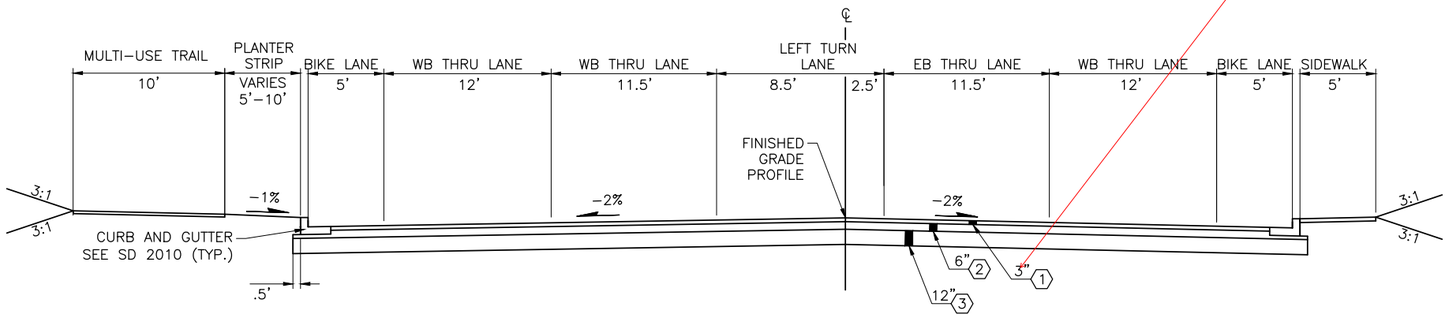


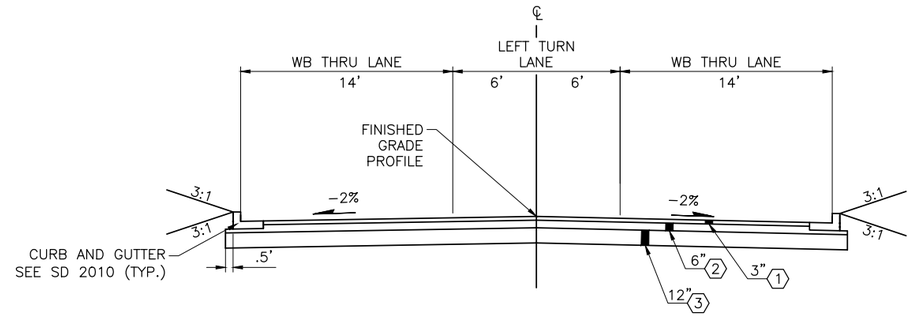
ROADWAY SECTION A - POLELINE AVE WEST

P 26+00.00 TO P 27+03.65



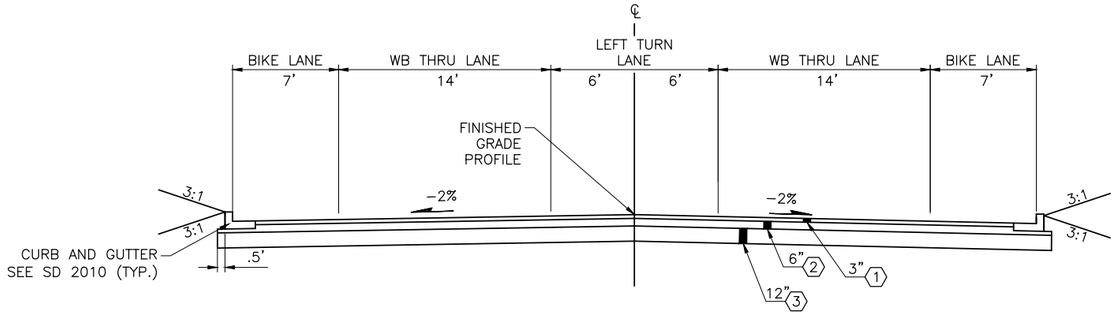
ROADWAY SECTION B - POLELINE AVE EAST

P 30+90.54 TO P 32+00.00



ROADWAY SECTION C - CECIL RD SOUTH

C 40+00.00 TO C 40+93.57



ROADWAY SECTION D - CECIL RD NORTH

C 44+40.39 TO C 45+25.00

SURFACING LEGEND

1. PLANT MIX PAVEMENT, ½" SP–3. PG 64–28
2. CRUSHED AGGREGATE FOR BASE TYPE 1
3. APPROVED SUBGRADE 95% MODIFIED PROCTOR

NOTES:

1. ALL DEPTHS SHOWN ARE COMPACTED DEPTHS.
2. SEE ROADWAY PLAN AND PROFILE FOR WIDTHS THAT VARY.

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP'D	DATE
REVISION				

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

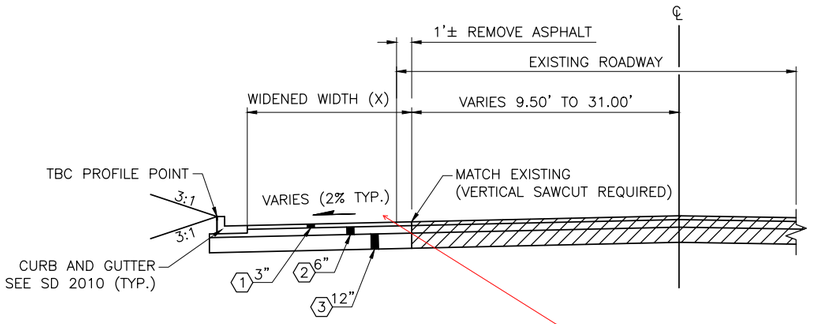
ROADWAY SECTIONS

FILE : 07-21-055_C-200
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-200

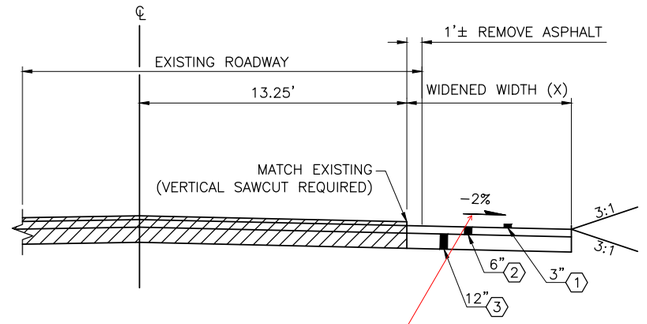
SHEET: 14 OF 67

Plot Date:2/11/2022 10:23 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-200.DWG



ROADWAY SECTION E - WIDENING SECTION

P 15+94.41 TO P 26+00.00 (X = 16.5')
P 32+00.00 TO P 32+51.78 (X = 20.50')
C 45+25.00 TO P 47+50 (X VARIES = 0.00'-17.5')



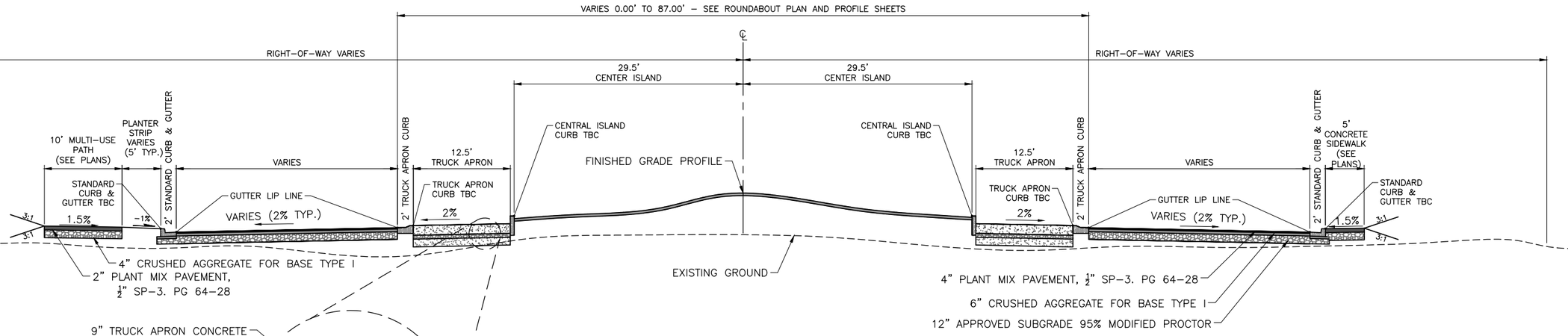
ROADWAY SECTION F - WIDENING SECTION

C 39+10.09 TO C 40+00.00 (X VARIES = 0.00'-6.75')

SURFACING LEGEND

1. PLANT MIX PAVEMENT, ½" SP-3. PG 64-28
2. CRUSHED AGGREGATE FOR BASE TYPE 1
3. APPROVED SUBGRADE 95% MODIFIED PROCTOR

City Standards would allow for 1% min and 3.5% max cross slopes



ROADWAY SECTION G - ROUNDABOUT SECTION

P 27+03.65 TO P 30+90.54
C 40+93.57 TO P 44+40.39

NOTES:

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2. SEE ROADWAY PLAN AND PROFILE FOR WIDTHS THAT VARY.

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

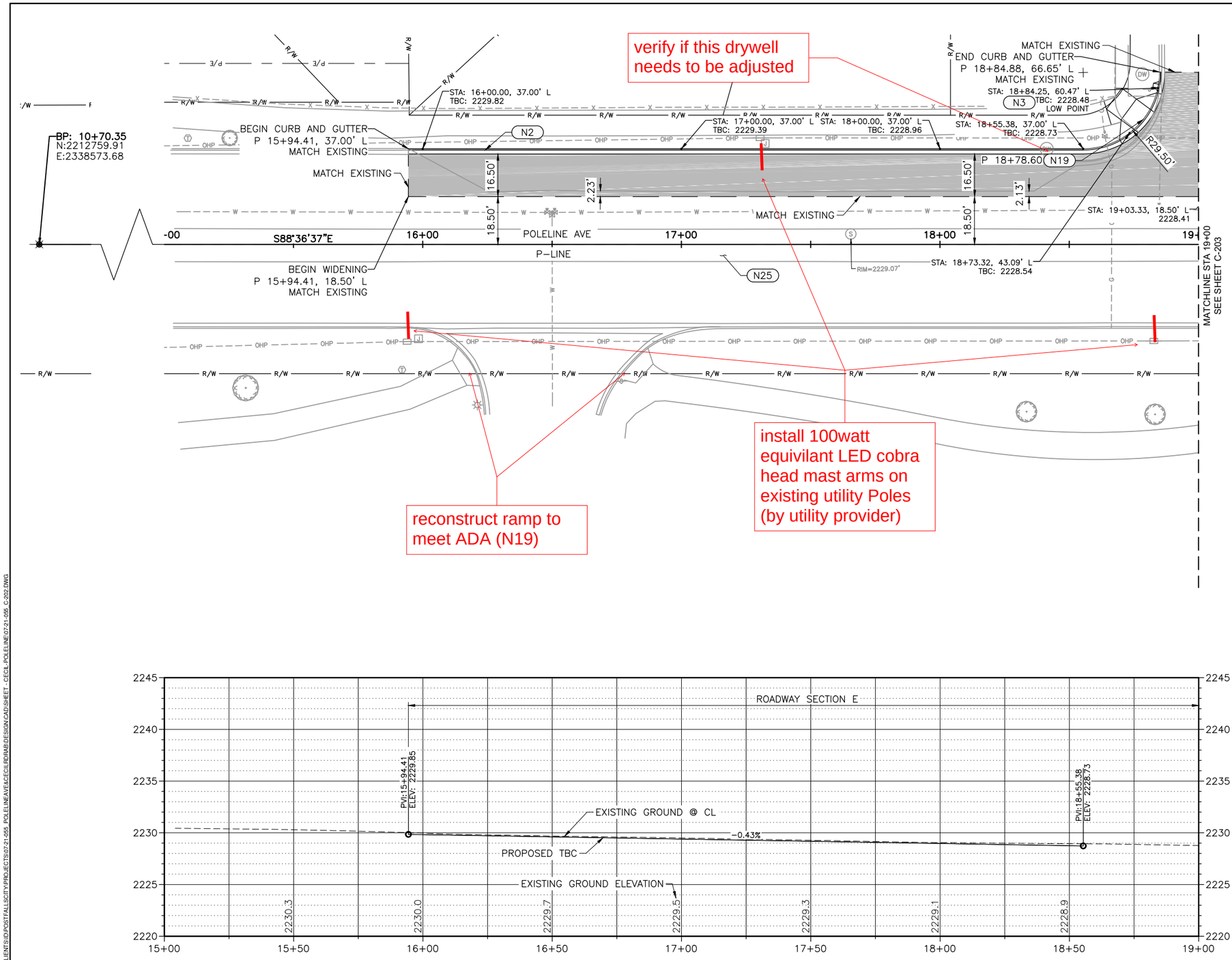
ROADWAY SECTIONS

FILE : 07-21-055_C-201
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-201

SHEET: 15 OF 67

Plot Date:2/11/2022 10:23 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-201.DWG



KEYED NOTES:

- N1 NOT USED
- N2 STANDARD CURB AND GUTTER; SEE POST FALLS SD 2010
- N3 DRAINAGE CURB CUT; SEE POST FALLS SD 603
- N4 DRYWELL; SEE POST FALLS SD 601. CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
- N5 STANDARD STRAIGHT CURB; SEE POST FALLS SD 2009
- N6 SPLITTER ISLAND CONCRETE
- N7 NOT USED
- N8 NOT USED
- N9 MULTIUSE TRAIL; SEE TYPICAL SECTION
- N10 CONCRETE SIDEWALKS; SEE POST FALLS SD 2012
- N11 SIDEWALK UNDERDRAIN (PRECAST) SEE POST FALLS SD 604
- N12 SIDEWALK UNDERDRAIN (CURB SEPARATED) MODIFIED SEE POST FALLS SD 605 MOD
- N13 FENCE (12' HEIGHT)
- N14 NOT USED
- N15 NOT USED
- N16 NOT USED
- N17 NOT USED
- N18 MANHOLE, ADJUST TO GRADE
- N19 PEDESTRIAN RAMP – SEE PAVING DETAILS
- N20 NOT USED
- N21 CONCRETE DRIVEWAY APPROACH – TYPE A, SEE POST FALLS SD 2014
- N22 NOT USED
- N23 VALLEY GUTTER; SEE DETAIL
- N24 NOT USED
- N25 CHIP SEAL AND FOG COAT FULL EXTENTS OF STRIPING. SEE 400 SHEETS FOR EXTENTS
- N26 NOT USED
- N27 TRUCK APRON CURB
- N28 TRUCK APRON CONCRETE
- N29 CENTRAL ISLAND CURB
- N30 CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
- N31 NOT USED

LEGEND

- PROPOSED HOT MIX ASPHALT (HMA)
- PROPOSED CONCRETE

HORZ 0 20 40
VERT 0 5 10
SCALE IN FEET

Know what's below. Call before you dig.

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	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

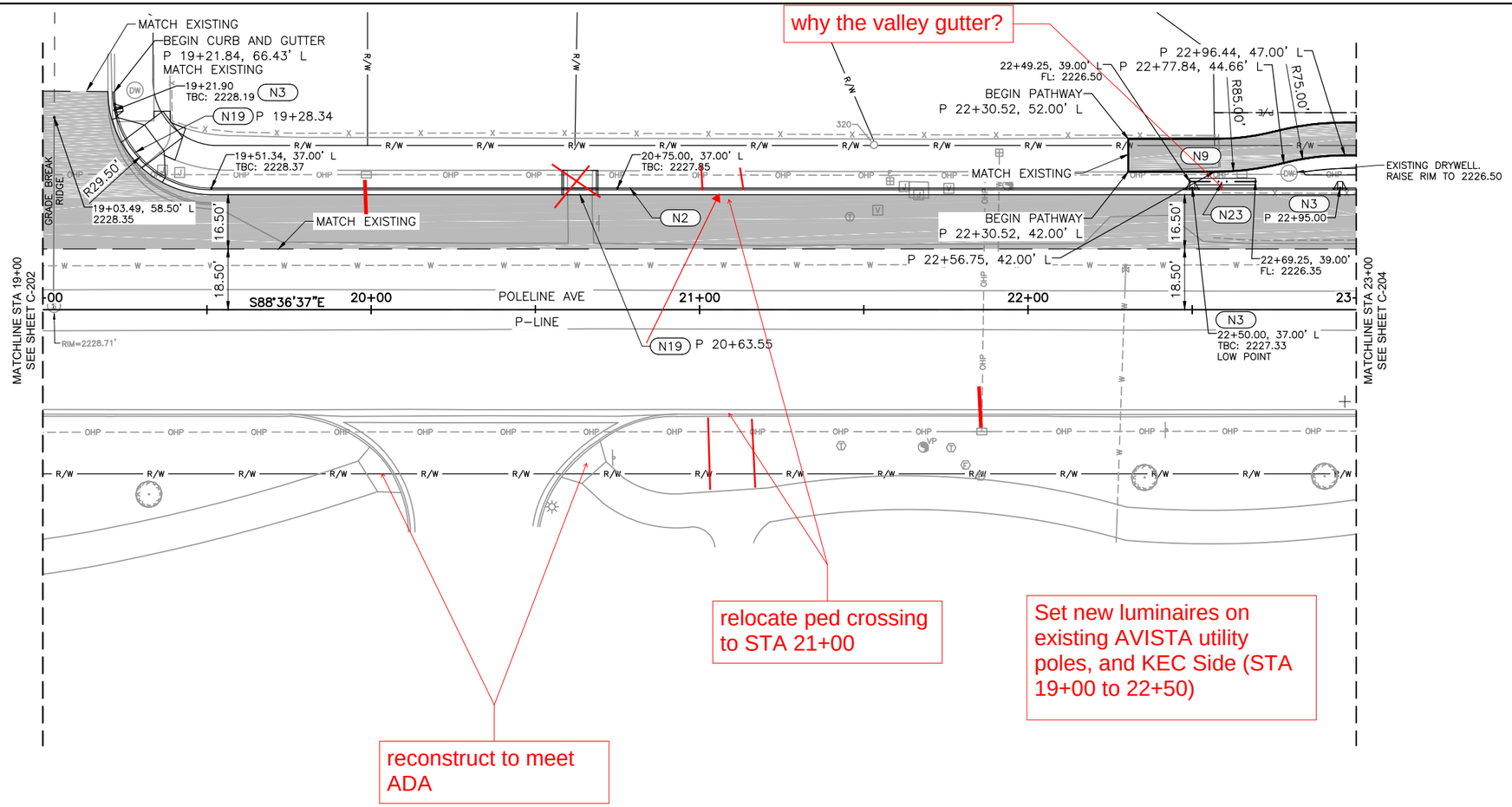
STA 10+70.00 TO STA 14+00.00
ROADWAY PLAN AND PROFILE

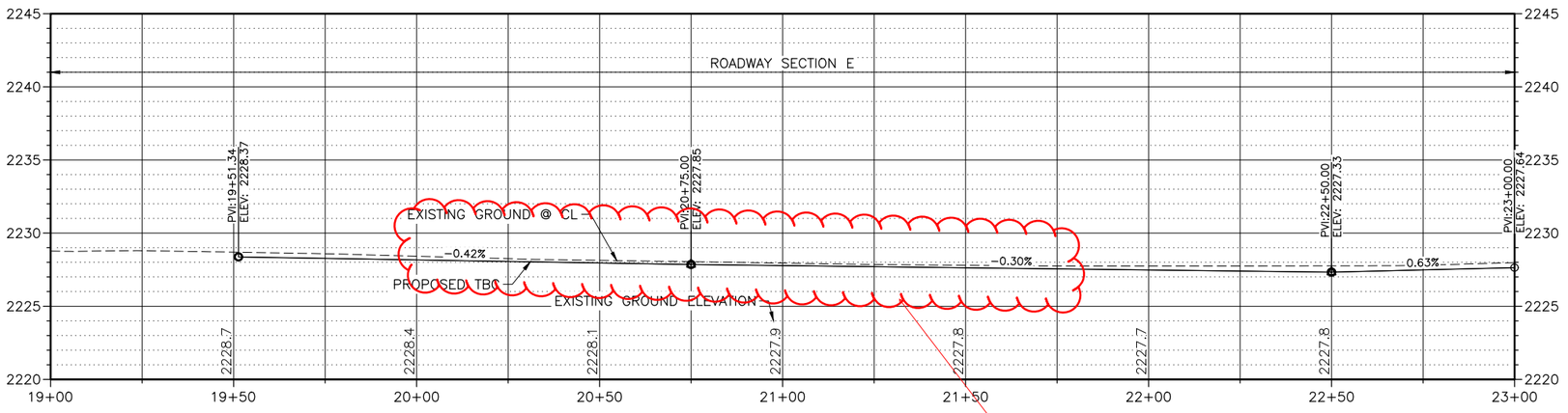
FILE : 07-21-055_C-202
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-202

SHEET: 16 OF 67

Plot Date:2/11/2022 10:24 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-202.DWG





can curb be adjusted
to meet 0.5% min
slope

KEYED NOTES:

- N1 NOT USED
- N2 STANDARD CURB AND GUTTER; SEE POST FALLS SD 2010
- N3 DRAINAGE CURB CUT; SEE POST FALLS SD 603
- N4 DRYWELL; SEE POST FALLS SD 601. CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
- N5 STANDARD STRAIGHT CURB; SEE POST FALLS SD 2009
- N6 SPLITTER ISLAND CONCRETE
- N7 NOT USED
- N8 NOT USED
- N9 MULTIUSE TRAIL; SEE TYPICAL SECTION
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- N15 NOT USED
- N16 NOT USED
- N17 NOT USED
- N18 MANHOLE, ADJUST TO GRADE
- N19 PEDESTRIAN RAMP – SEE PAVING DETAILS
- N20 NOT USED
- N21 CONCRETE DRIVEWAY APPROACH – TYPE A, SEE POST FALLS SD 2014
- N22 NOT USED
- N23 VALLEY GUTTER; SEE DETAIL
- N24 NOT USED
- N25 CHIP SEAL AND FOG COAT FULL EXTENTS OF STRIPING. SEE 400 SHEETS FOR EXTENTS
- N26 NOT USED
- N27 TRUCK APRON CURB
- N28 TRUCK APRON CONCRETE
- N29 CENTRAL ISLAND CURB
- N30 CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
- N31 NOT USED

LEGEND

PROPOSED HOT MIX ASPHALT (HMA)

PROPOSED CONCRETE

HORZ 0 20 40

VERT 0 5 10

SCALE IN FEET

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PRELIMINARY PLANS

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

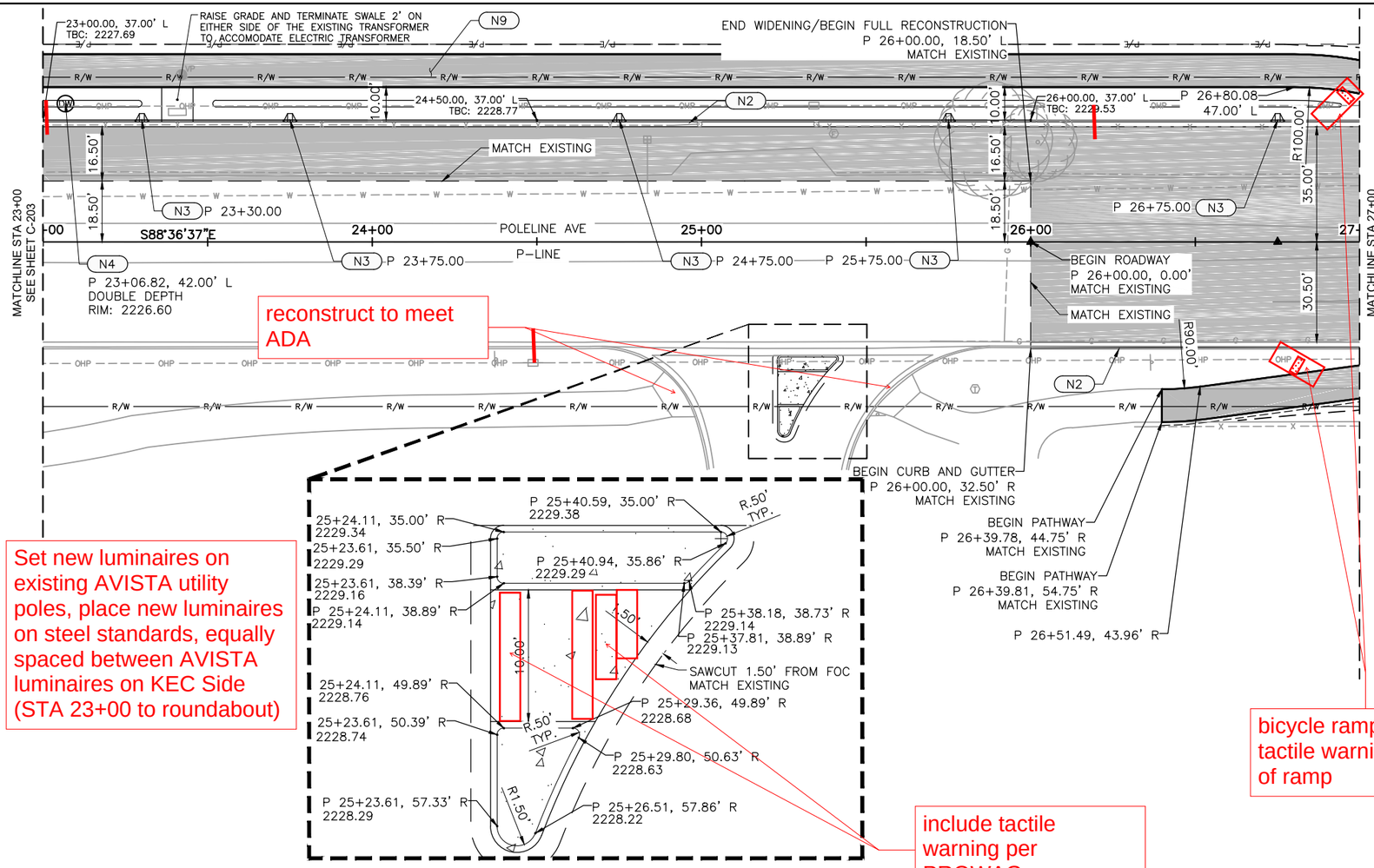
STA 19+00.00 TO STA 23+00.00
ROADWAY PLAN AND PROFILE

FILE : 07-21-055_C-203
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-203

SHEET: 17 OF 67

Plot Date:2/11/2022 10:24 AM Plotted By: Kevin P. Smith
Date Created:2/11/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET_CECIL-POLELINE\07-21-055_C-203.DWG



KEYED NOTES:

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- N3 DRAINAGE CURB CUT; SEE POST FALLS SD 603
- N4 DRYWELL; SEE POST FALLS SD 601. CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
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- N6 SPLITTER ISLAND CONCRETE
- N7 NOT USED
- N8 NOT USED
- N9 MULTIUSE TRAIL; SEE TYPICAL SECTION
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- N11 SIDEWALK UNDERDRAIN (PRECAST) SEE POST FALLS SD 604
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- N31 NOT USED

LEGEND

PROPOSED HOT MIX ASPHALT (HMA)

PROPOSED CONCRETE

HORZ 0 20 40
VERT 0 5 10
SCALE IN FEET

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

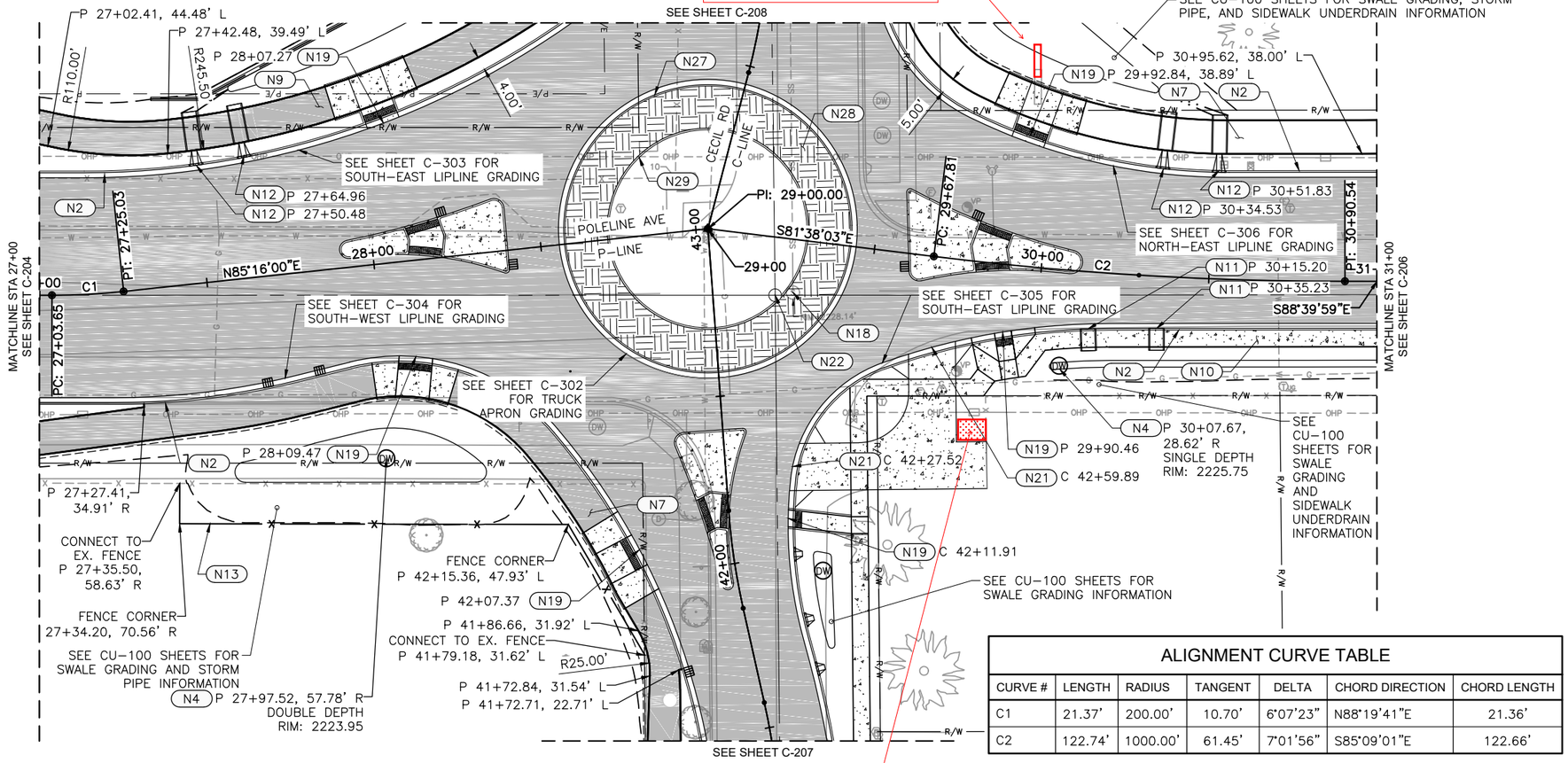
POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STA 23+00.00 TO STA 27+00.00
ROADWAY PLAN AND PROFILE

FILE: 07-21-055_C-204
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022
DRAWING:
C-204
SHEET: 18 OF 67

Plot Date:2/11/2022 10:25 AM Plotted By:Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-204.DWG

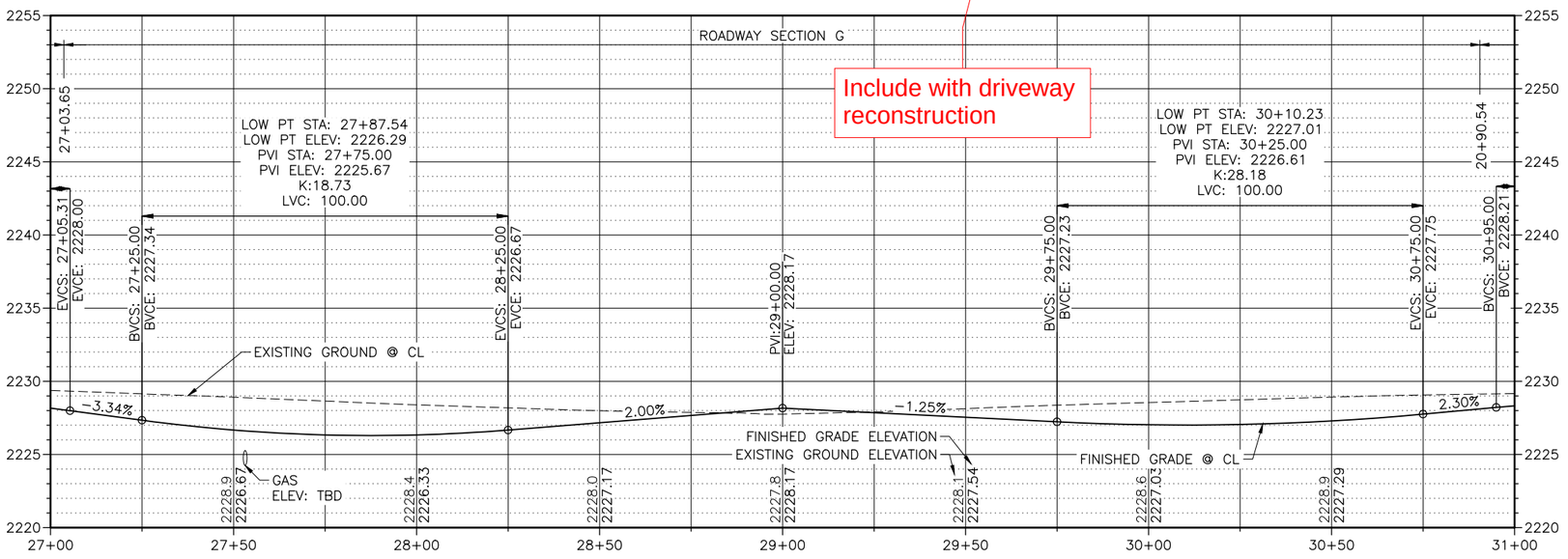
relocate existing sign



ALIGNMENT CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	21.37'	200.00'	10.70'	6°07'23"	N88°19'41"E	21.36'
C2	122.74'	1000.00'	61.45'	7°01'56"	S85°09'01"E	122.66'

Include with driveway reconstruction



KEYED NOTES:

- N1 NOT USED
- N2 STANDARD CURB AND GUTTER; SEE POST FALLS SD 2010
- N3 DRAINAGE CURB CUT; SEE POST FALLS SD 603
- N4 DRYWELL; SEE POST FALLS SD 601. CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
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- N21 CONCRETE DRIVEWAY APPROACH – TYPE A, SEE POST FALLS SD 2014
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- N27 TRUCK APRON CURB
- N28 TRUCK APRON CONCRETE
- N29 CENTRAL ISLAND CURB
- N30 CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
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LEGEND

PROPOSED HOT MIX ASPHALT (HMA)

PROPOSED CONCRETE

HORZ 0 20 40

VERT 0 5 10

SCALE IN FEET

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

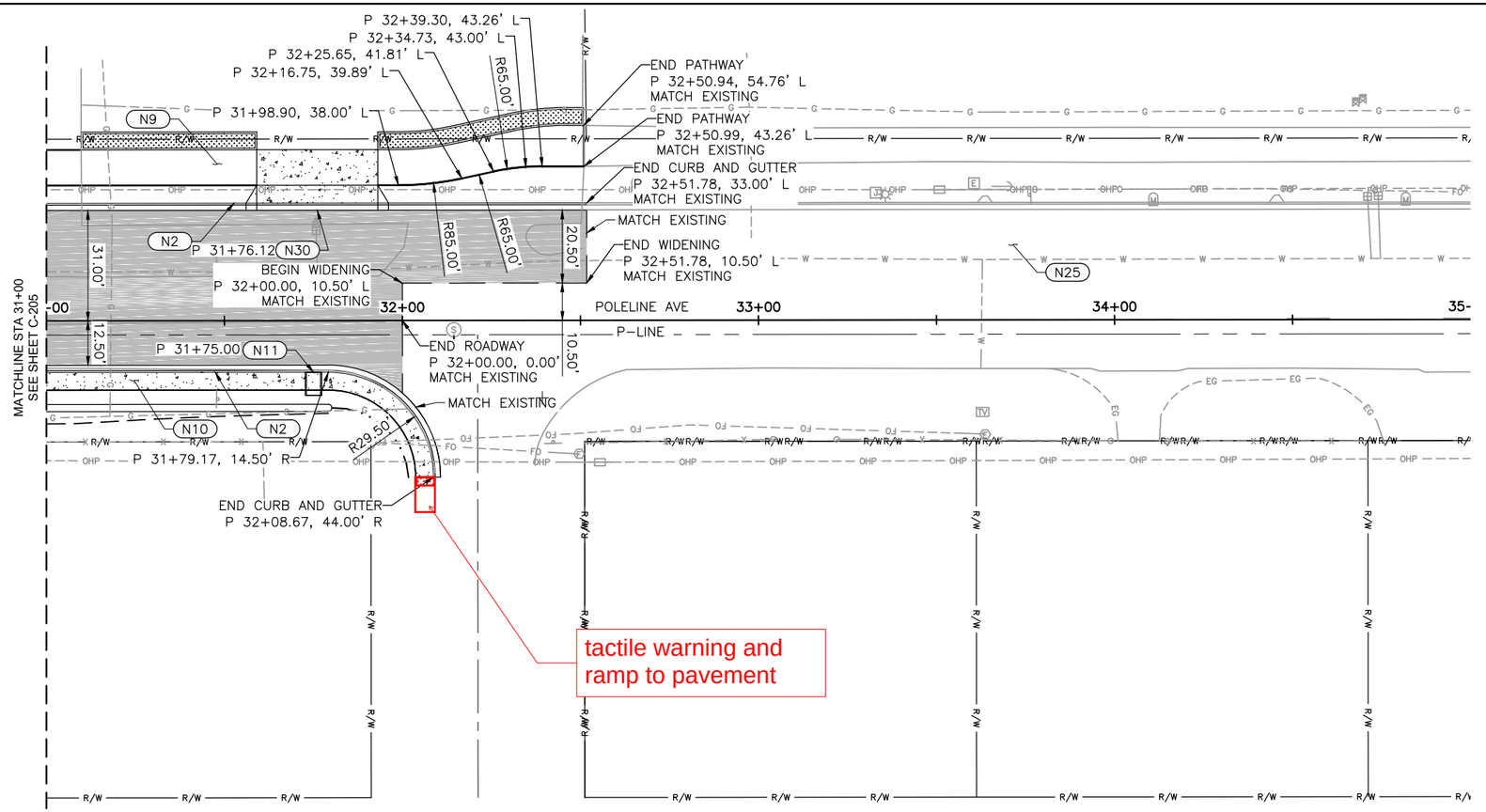
STA 27+00.00 TO STA 31+00.00
ROADWAY PLAN AND PROFILE

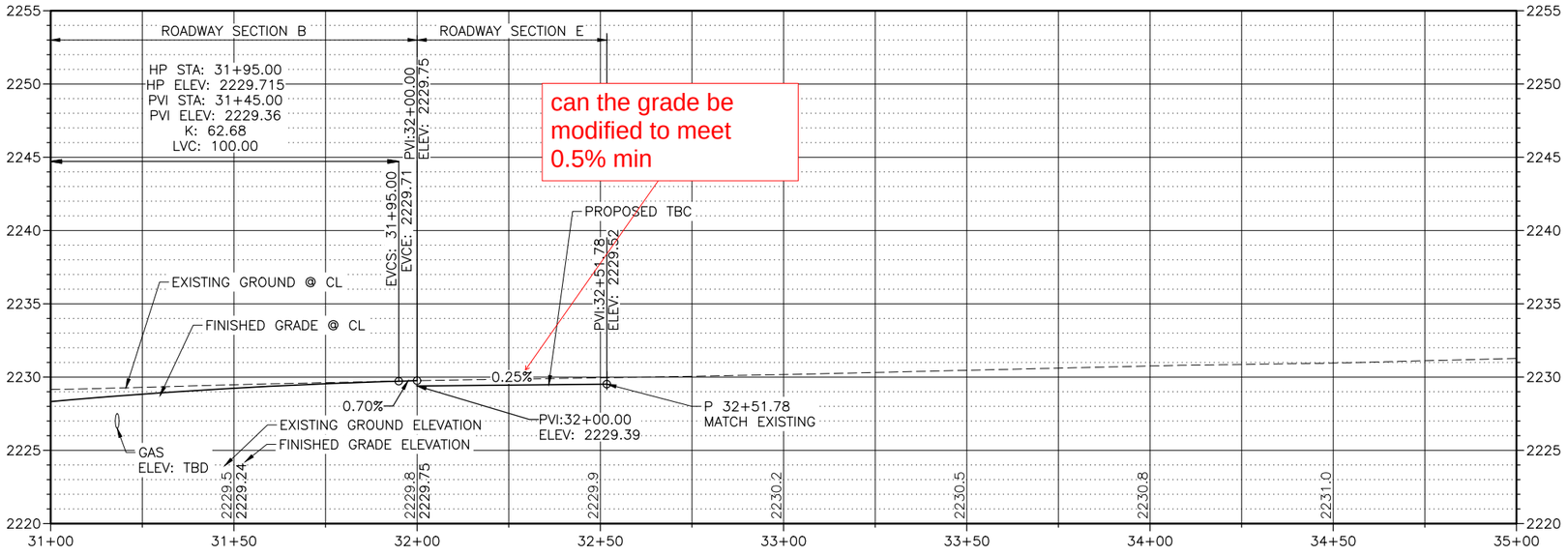
FILE : 07-21-055_C-205
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-205

SHEET: 19 OF 67

Plot Date:2/11/2022 10:26 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-205.DWG





KEYED NOTES:

- N1 NOT USED
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- N30 CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
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LEGEND

PROPOSED HOT MIX ASPHALT (HMA)

PROPOSED CONCRETE

HORZ 0 20 40

VERT 0 5 10

SCALE IN FEET

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STA 31+00.00 TO STA 35+00.00
ROADWAY PLAN AND PROFILE

FILE: 07-21-055_C-206
JUB PROJ. #: 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 2/10/2022

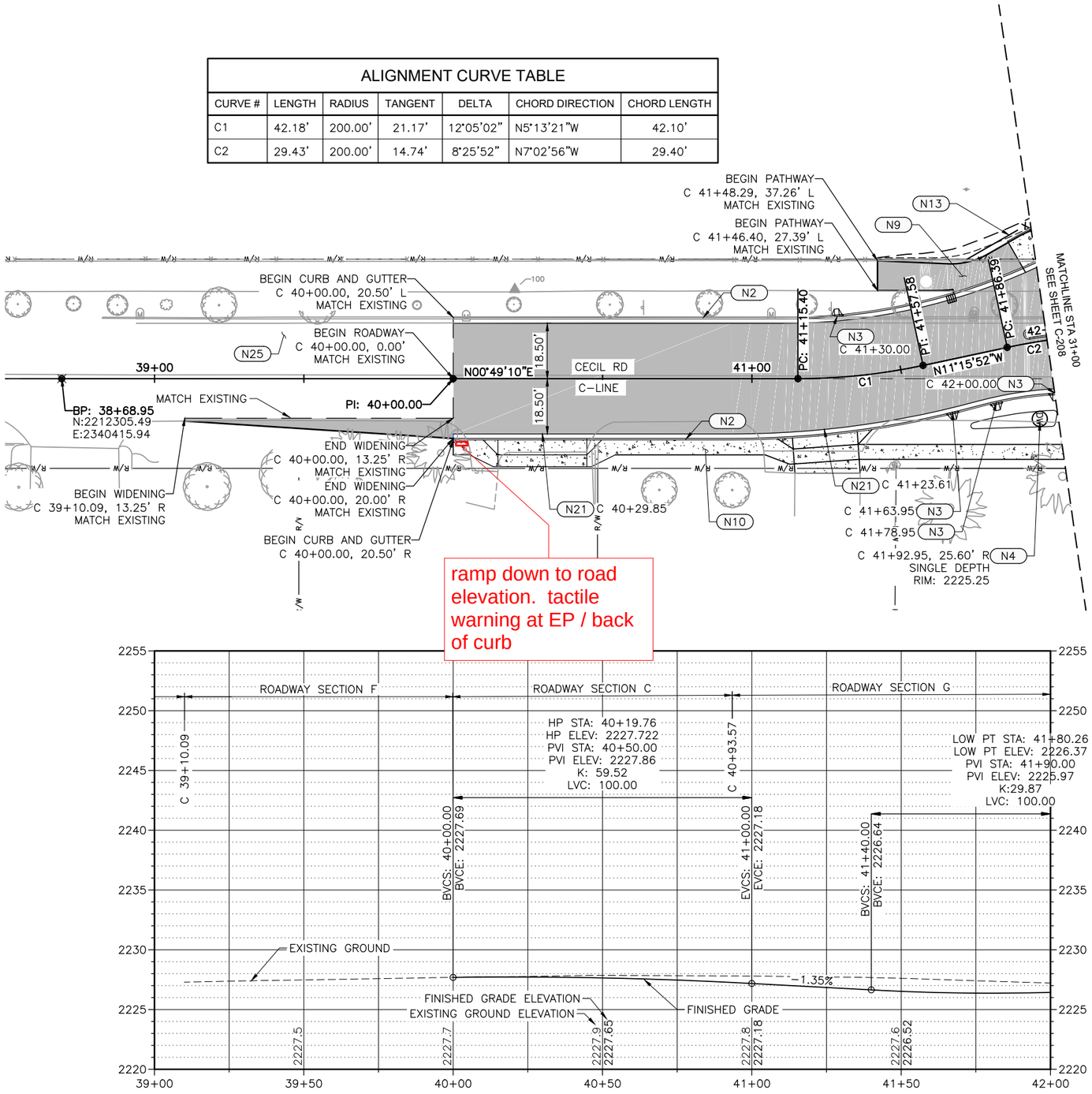
DRAWING:
C-206

SHEET: 20 OF 67

Plot Date:2/11/2022 10:26 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-206.DWG

ALIGNMENT CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	42.18'	200.00'	21.17'	12°05'02"	N5°13'21"W	42.10'
C2	29.43'	200.00'	14.74'	8°25'52"	N7°02'56"W	29.40'



KEYED NOTES:

- N1 NOT USED
- N2 STANDARD CURB AND GUTTER; SEE POST FALLS SD 2010
- N3 DRAINAGE CURB CUT; SEE POST FALLS SD 603
- N4 DRYWELL; SEE POST FALLS SD 601. CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
- N5 STANDARD STRAIGHT CURB; SEE POST FALLS SD 2009
- N6 SPLITTER ISLAND CONCRETE
- N7 NOT USED
- N8 NOT USED
- N9 MULTIUSE TRAIL; SEE TYPICAL SECTION
- N10 CONCRETE SIDEWALKS; SEE POST FALLS SD 2012
- N11 SIDEWALK UNDERDRAIN (PRECAST) SEE POST FALLS SD 604
- N12 SIDEWALK UNDERDRAIN (CURB SEPARATED) MODIFIED SEE POST FALLS SD 605 MOD
- N13 FENCE (12' HEIGHT)
- N14 NOT USED
- N15 NOT USED
- N16 NOT USED
- N17 NOT USED
- N18 MANHOLE, ADJUST TO GRADE
- N19 PEDESTRIAN RAMP – SEE PAVING DETAILS
- N20 NOT USED
- N21 CONCRETE DRIVEWAY APPROACH – TYPE A, SEE POST FALLS SD 2014
- N22 NOT USED
- N23 VALLEY GUTTER; SEE DETAIL
- N24 NOT USED
- N25 CHIP SEAL AND FOG COAT FULL EXTENTS OF STRIPING. SEE 400 SHEETS FOR EXTENTS
- N26 NOT USED
- N27 TRUCK APRON CURB
- N28 TRUCK APRON CONCRETE
- N29 CENTRAL ISLAND CURB
- N30 CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
- N31 NOT USED

LEGEND

- PROPOSED HOT MIX ASPHALT (HMA)
- PROPOSED CONCRETE

HORZ 0 20 40
VERT 0 5 10
SCALE IN FEET

Know what's below. Call before you dig.

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

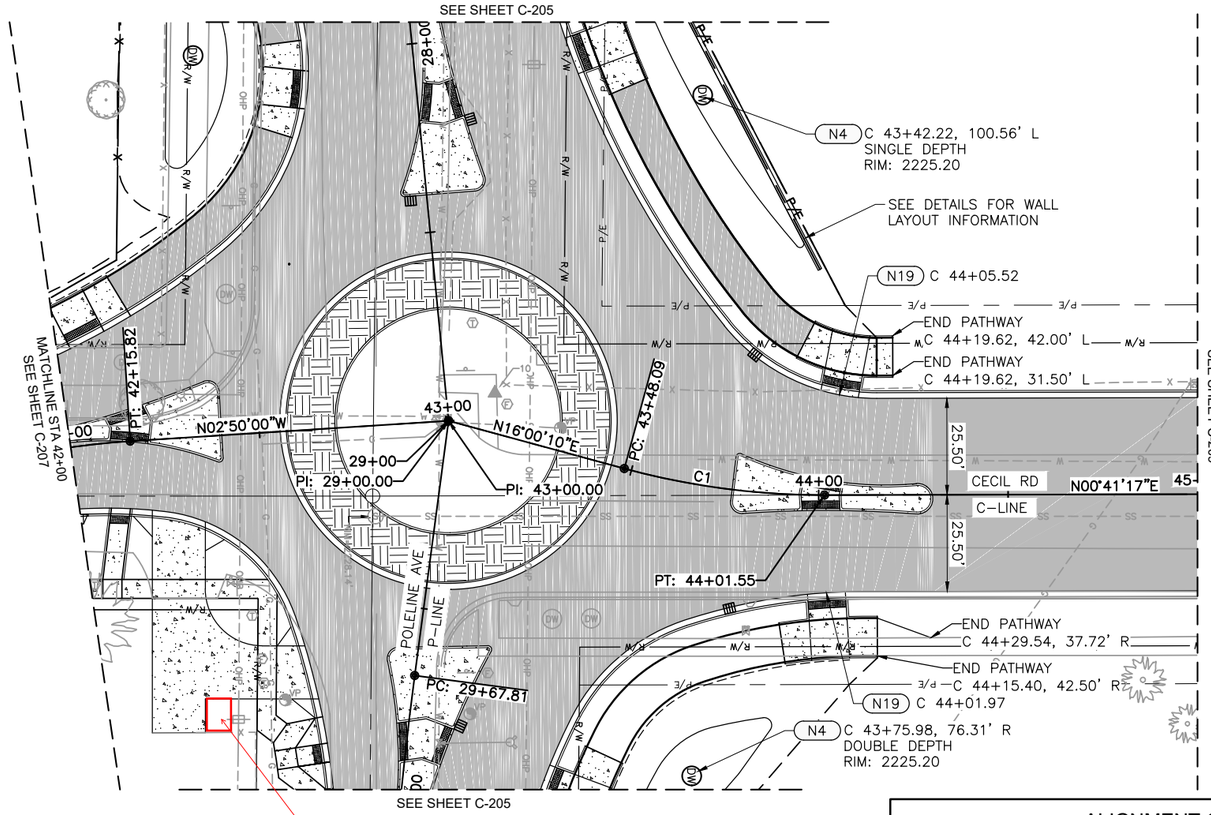
POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STA 39+00.00 TO STA 42+00.00
ROADWAY PLAN AND PROFILE

FILE : 07-21-055_C-207
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-207
SHEET: 21 OF 67

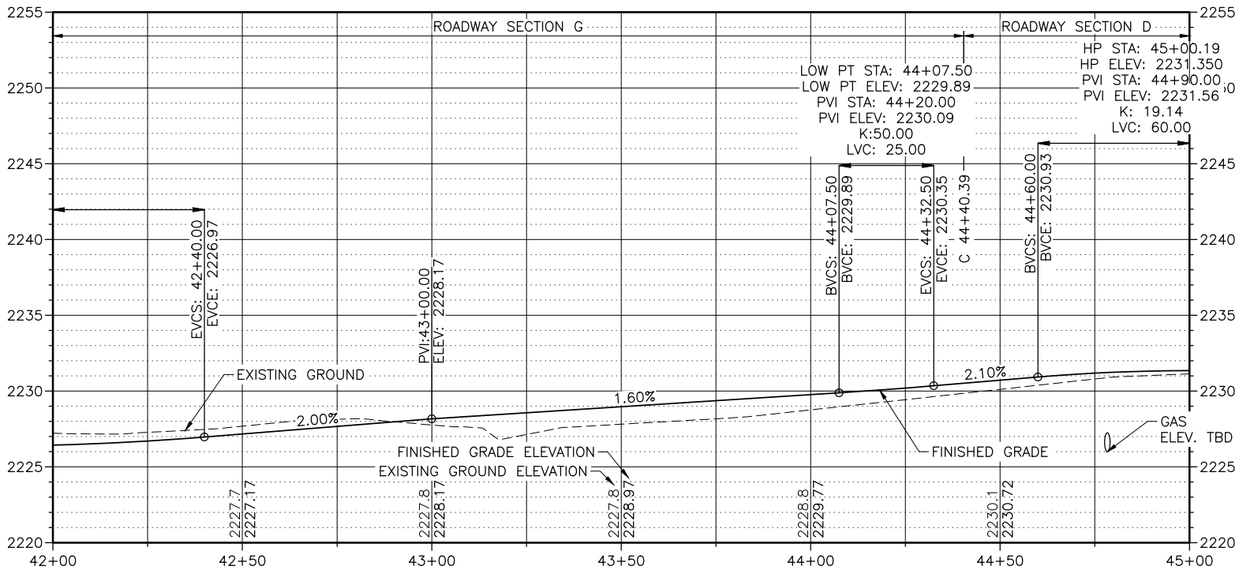
Plot Date:2/11/2022 10:27 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-207.DWG



include in concrete driveway construction

ALIGNMENT CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	53.46'	200.00'	26.89'	15°18'53"	N8°20'44"E	53.30'



KEYED NOTES:

- N1 NOT USED
- N2 STANDARD CURB AND GUTTER; SEE POST FALLS SD 2010
- N3 DRAINAGE CURB CUT; SEE POST FALLS SD 603
- N4 DRYWELL; SEE POST FALLS SD 601. CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
- N5 STANDARD STRAIGHT CURB; SEE POST FALLS SD 2009
- N6 SPLITTER ISLAND CONCRETE
- N7 NOT USED
- N8 NOT USED
- N9 MULTIUSE TRAIL; SEE TYPICAL SECTION
- N10 CONCRETE SIDEWALKS; SEE POST FALLS SD 2012
- N11 SIDEWALK UNDERDRAIN (PRECAST) SEE POST FALLS SD 604
- N12 SIDEWALK UNDERDRAIN (CURB SEPARATED) MODIFIED SEE POST FALLS SD 605 MOD
- N13 FENCE (12' HEIGHT)
- N14 NOT USED
- N15 NOT USED
- N16 NOT USED
- N17 NOT USED
- N18 MANHOLE, ADJUST TO GRADE
- N19 PEDESTRIAN RAMP – SEE PAVING DETAILS
- N20 NOT USED
- N21 CONCRETE DRIVEWAY APPROACH – TYPE A, SEE POST FALLS SD 2014
- N22 NOT USED
- N23 VALLEY GUTTER; SEE DETAIL
- N24 NOT USED
- N25 CHIP SEAL AND FOG COAT FULL EXTENTS OF STRIPING. SEE 400 SHEETS FOR EXTENTS
- N26 NOT USED
- N27 TRUCK APRON CURB
- N28 TRUCK APRON CONCRETE
- N29 CENTRAL ISLAND CURB
- N30 CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
- N31 NOT USED

LEGEND

- PROPOSED HOT MIX ASPHALT (HMA)
- PROPOSED CONCRETE

HORZ 0 20 40
VERT 0 5 10
SCALE IN FEET

Know what's below. Call before you dig.

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

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REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT, AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

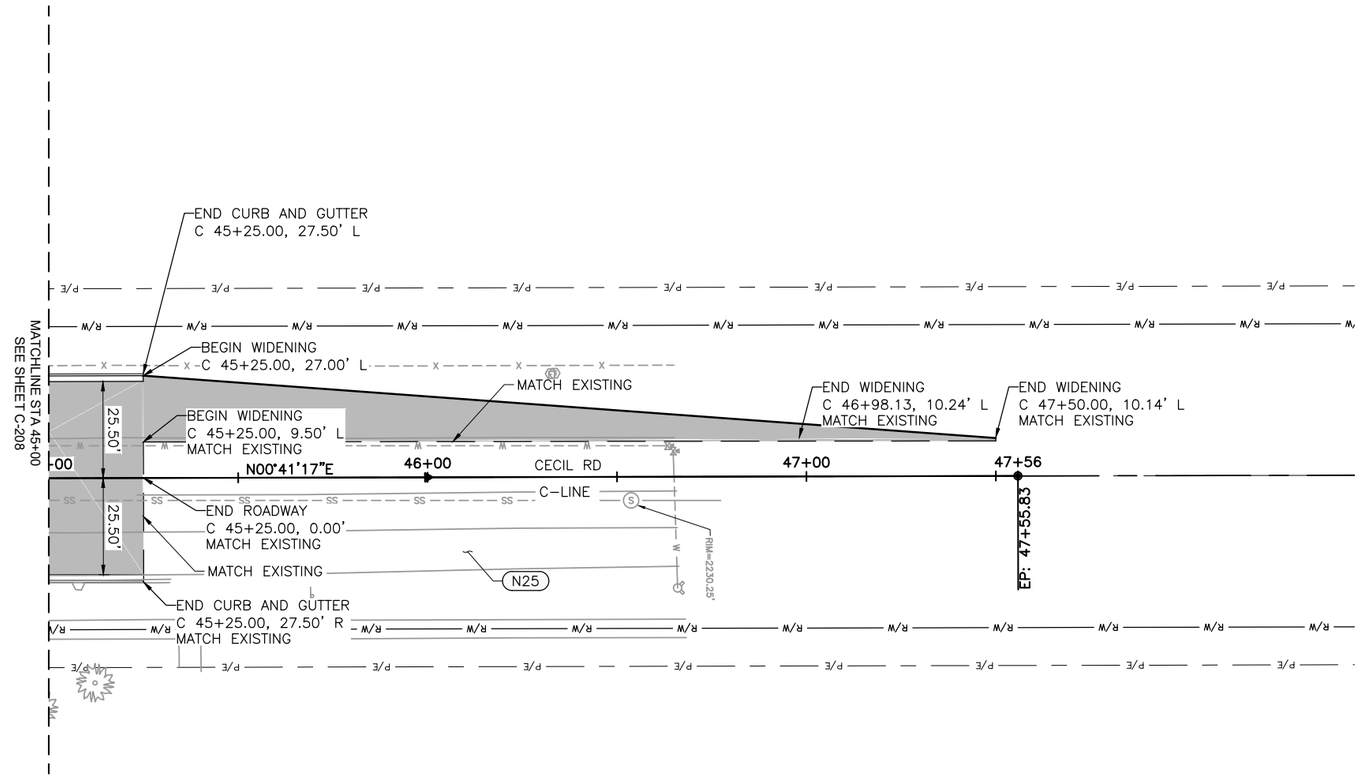
STA 42+00.00 TO STA 45+00.00
ROADWAY PLAN AND PROFILE

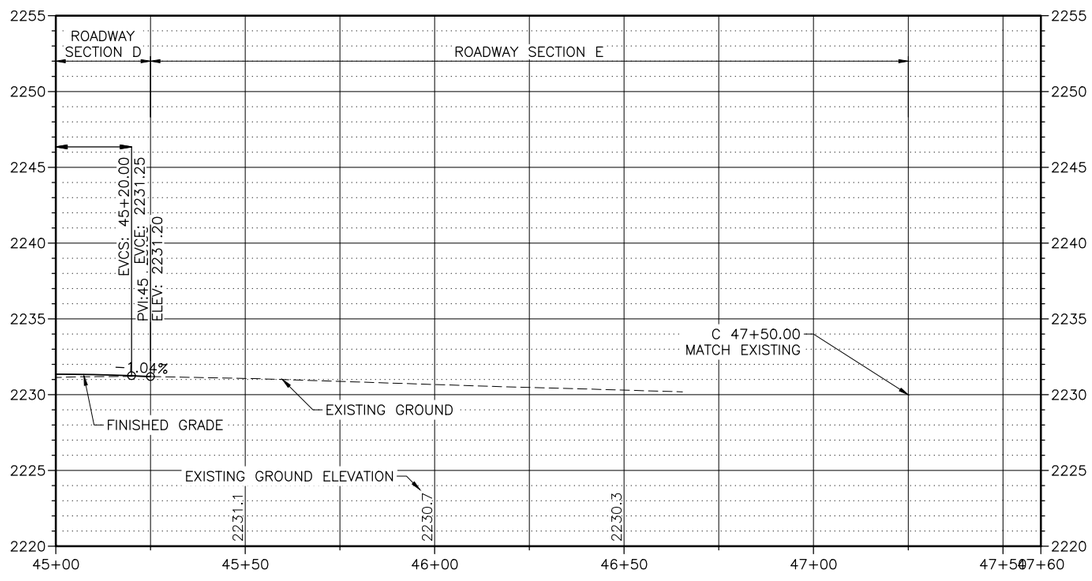
FILE: 07-21-055_C-208
JUB PROJ. #: 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-208

SHEET: 22 OF 67

Plot Date:2/11/2022 10:27 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-208.DWG





KEYED NOTES:

- N1 NOT USED
- N2 STANDARD CURB AND GUTTER; SEE POST FALLS SD 2010
- N3 DRAINAGE CURB CUT; SEE POST FALLS SD 603
- N4 DRYWELL; SEE POST FALLS SD 601. CONSTRUCT INLET PROTECTION ONCE DRYWELL IS CONSTRUCTED.
- N5 STANDARD STRAIGHT CURB; SEE POST FALLS SD 2009
- N6 SPLITTER ISLAND CONCRETE
- N7 NOT USED
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- N11 SIDEWALK UNDERDRAIN (PRECAST) SEE POST FALLS SD 604
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- N27 TRUCK APRON CURB
- N28 TRUCK APRON CONCRETE
- N29 CENTRAL ISLAND CURB
- N30 CONCRETE DRIVEWAY APPROACH – TYPE B, SEE POST FALLS SD 2015
- N31 NOT USED

LEGEND

- PROPOSED HOT MIX ASPHALT (HMA)
- PROPOSED CONCRETE

HORZ 0 20 40
VERT 0 5 10
SCALE IN FEET

Know what's below. Call before you dig.

J-U-B ENGINEERS, INC.
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7825 Meadowlark Way
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www.jub.com

PRELIMINARY PLANS

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

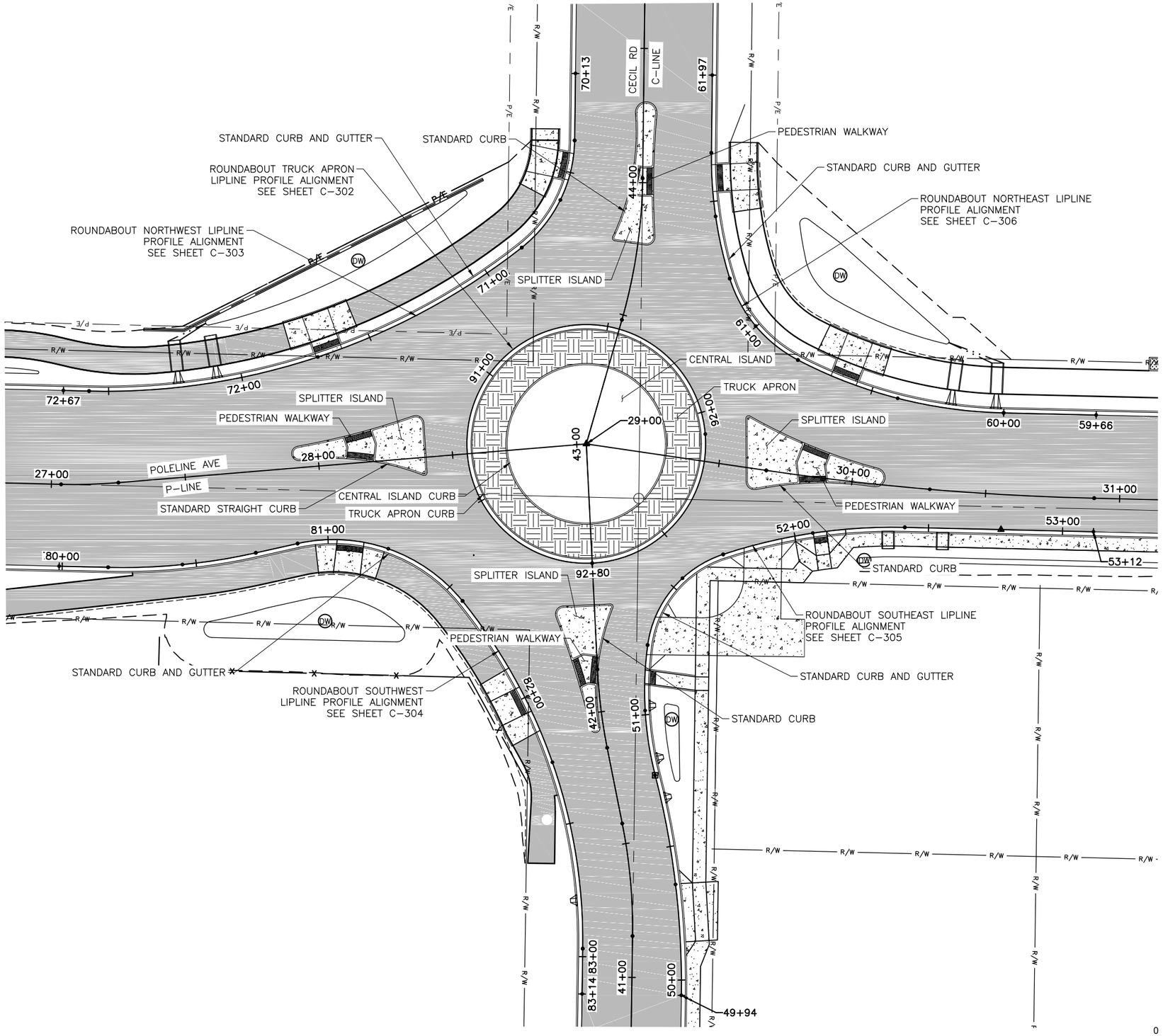
STA 45+00.00 TO STA 47+00.00
ROADWAY PLAN AND PROFILE

FILE : 07-21-055_C-209
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-209

SHEET: 23 OF 67

Plot Date:2/11/2022 10:28 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-209.DWG



J-U-B ENGINEERS, INC.

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Coeur d'Alene, ID 83815
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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

ROUNDABOUT INDEX
ROUNDABOUT PLAN AND PROFILE

FILE: 07-21-055_C-301
JUB PROJ. #: 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM

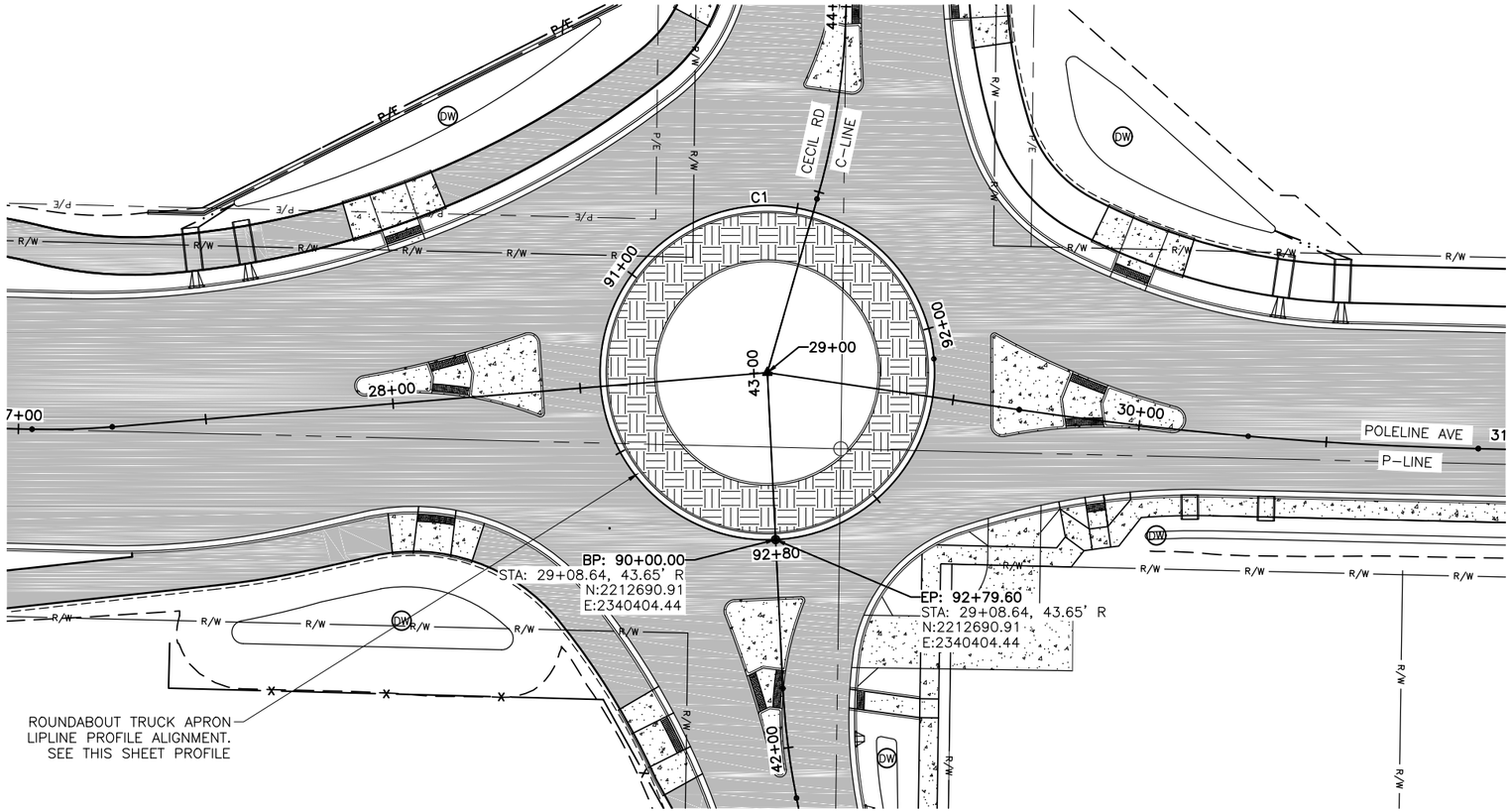
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 2/10/2022

DRAWING:
C-301

SHEET: 24 OF 67

Plot Date:2/11/2022 10:28 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-301.DWG



ALIGNMENT CURVE TABLE						
CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	279.60'	44.50'	0.00'	359°59'55"	N87°09'58"E	0.00'

LEGEND

PROPOSED HOT MIX ASPHALT (HMA)

PROPOSED CONCRETE

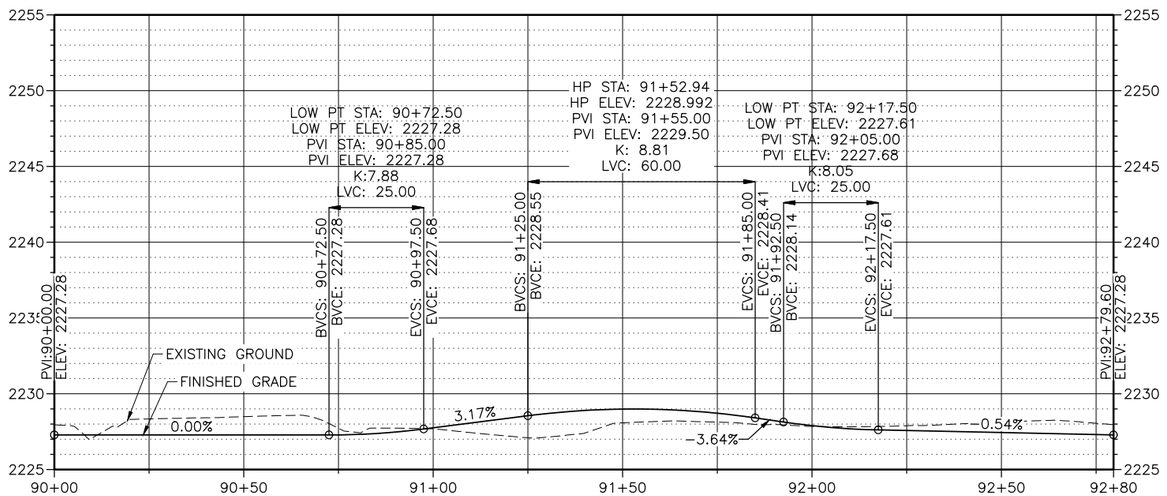
HORZ 0 20 40

VERT 0 5 10

SCALE IN FEET

GENERAL NOTES:

1. THE ALIGNMENT AND PROFILE REPRESENTS THE GUTTER LIPLINE.



ROUNDABOUT TRUCK APRON LIPLINE

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APP'D	DATE
REVISION				

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

ROUNDABOUT- TRUCK APRON LIPLINE
ROUNDABOUT PLAN AND PROFILE

FILE : 07-21-055_C-302
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

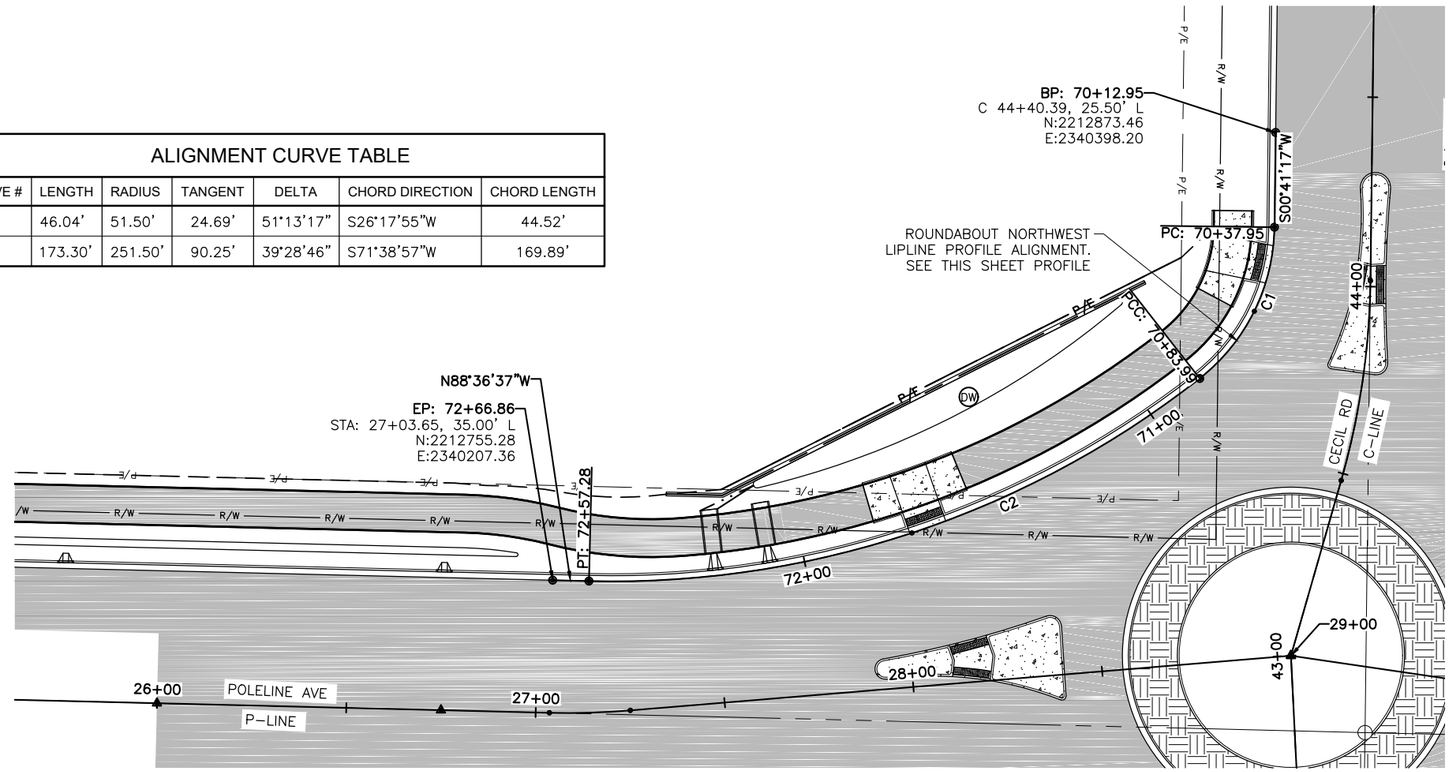
LAST UPDATED: 2/10/2022

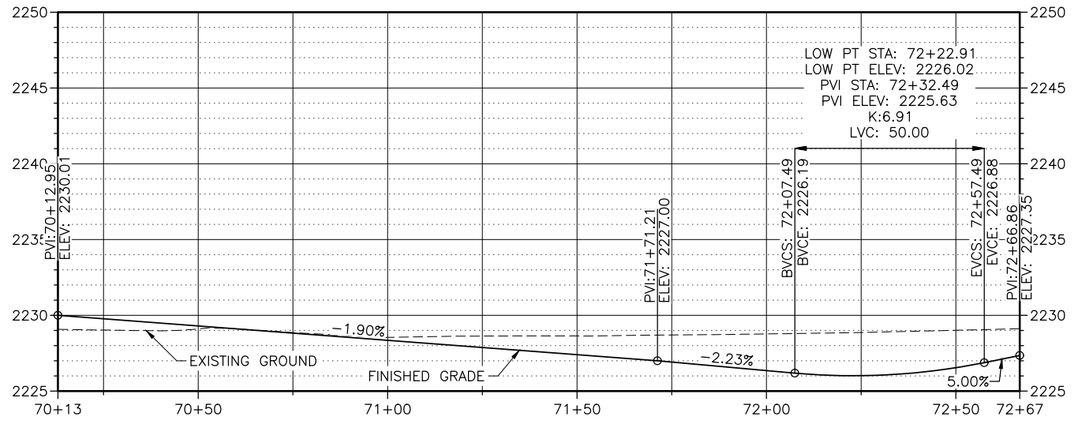
DRAWING:
C-302

SHEET: 25 OF 67

Plot Date:2/11/2022 10:28 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-302.DWG

ALIGNMENT CURVE TABLE						
CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	46.04'	51.50'	24.69'	51°13'17"	S26°17'55"W	44.52'
C2	173.30'	251.50'	90.25'	39°28'46"	S71°38'57"W	169.89'





ROUNDABOUT NORTHWEST LIPLINE

LEGEND

PROPOSED HOT MIX ASPHALT (HMA)

PROPOSED CONCRETE

HORZ 0 20 40

VERT 0 5 10

SCALE IN FEET

GENERAL NOTES:

1. THE ALIGNMENT AND PROFILE REPRESENTS THE GUTTER LIPLINE.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

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NO.	DESCRIPTION	BY	APP'D	DATE
REVISION				

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

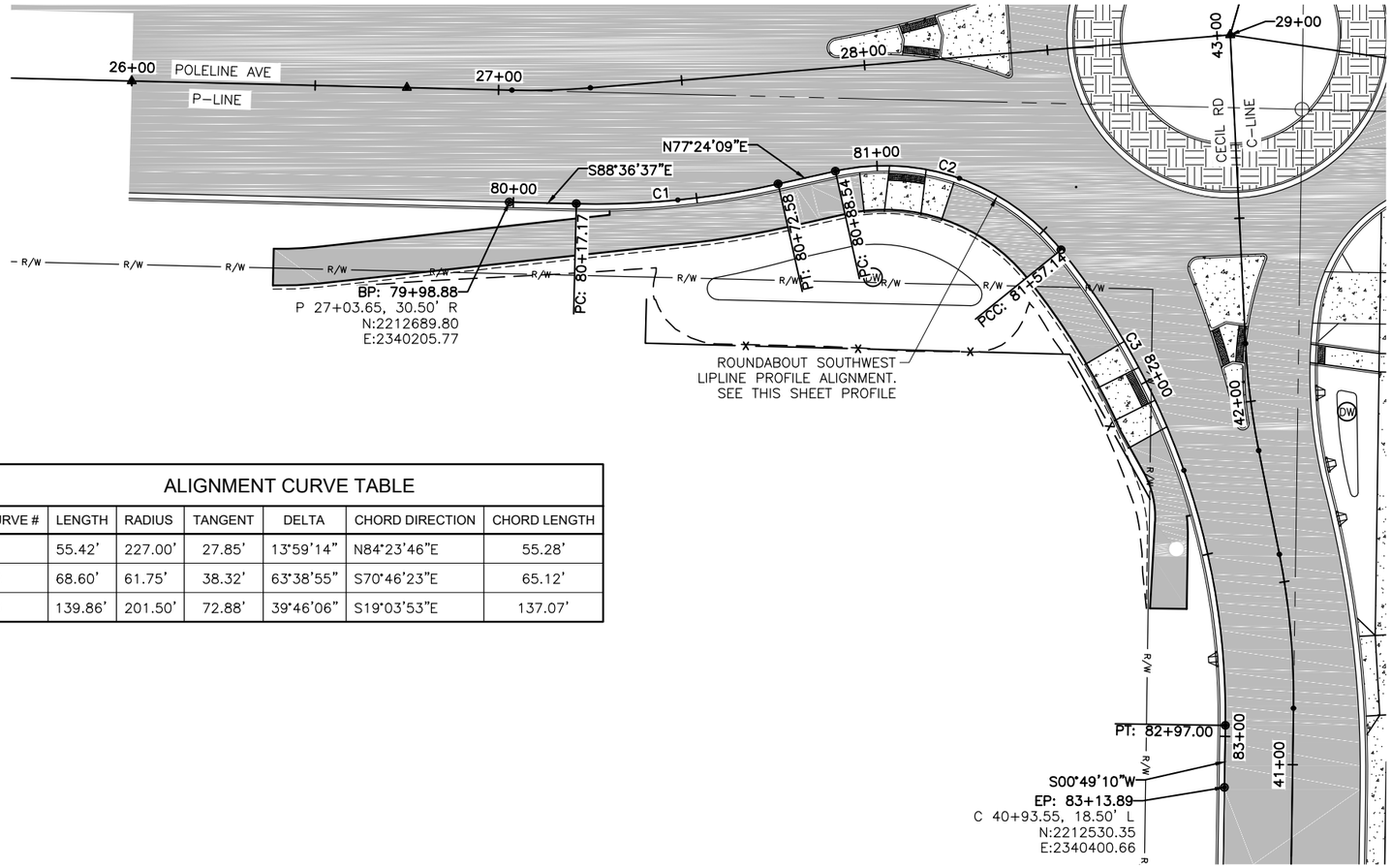
ROUNDABOUT- NORTHWEST LIPLINE
ROUNDABOUT PLAN AND PROFILE

FILE : 07-21-055_C-303
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

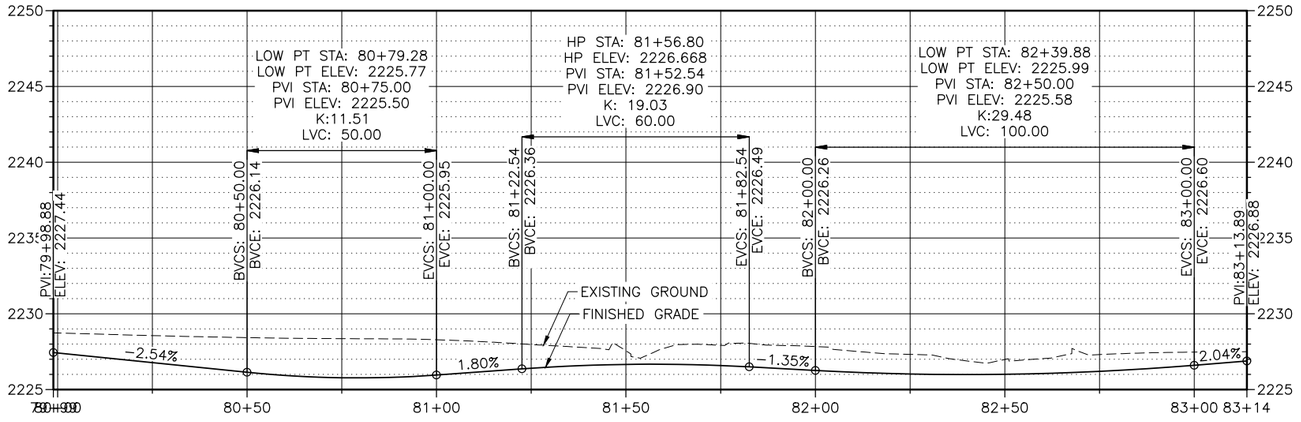
DRAWING:
C-303

SHEET: 26 OF 67

Plot Date:2/11/2022 10:28 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL_POLELINE\07-21-055_C-303.DWG



ALIGNMENT CURVE TABLE						
CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	55.42'	227.00'	27.85'	13°59'14"	N84°23'46"E	55.28'
C2	68.60'	61.75'	38.32'	63°38'55"	S70°46'23"E	65.12'
C3	139.86'	201.50'	72.88'	39°46'06"	S19°03'53"E	137.07'



ROUNDABOUT SOUTHWEST LIPLINE

LEGEND

PROPOSED HOT MIX ASPHALT (HMA)

PROPOSED CONCRETE

HORZ 0 20 40

VERT 0 5 10

SCALE IN FEET

GENERAL NOTES:

1. THE ALIGNMENT AND PROFILE REPRESENTS THE GUTTER LIPLINE.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
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www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

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REVISION			
NO.	DESCRIPTION	BY	APP'D	DATE

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

ROUNDABOUT - SOUTHWEST LIPLINE
ROUNDABOUT PLAN AND PROFILE

FILE : 07-21-055_C-304
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM

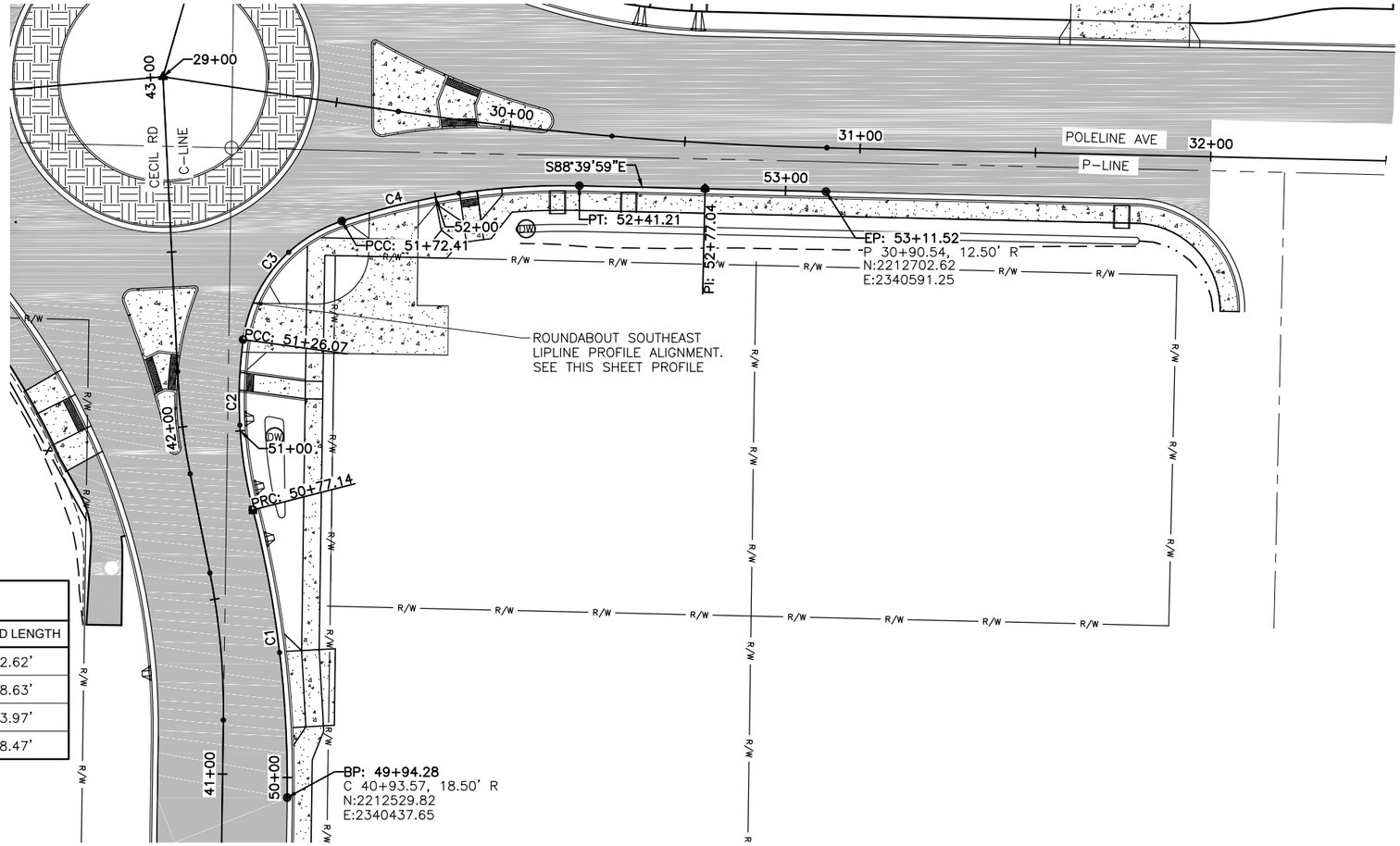
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 2/10/2022

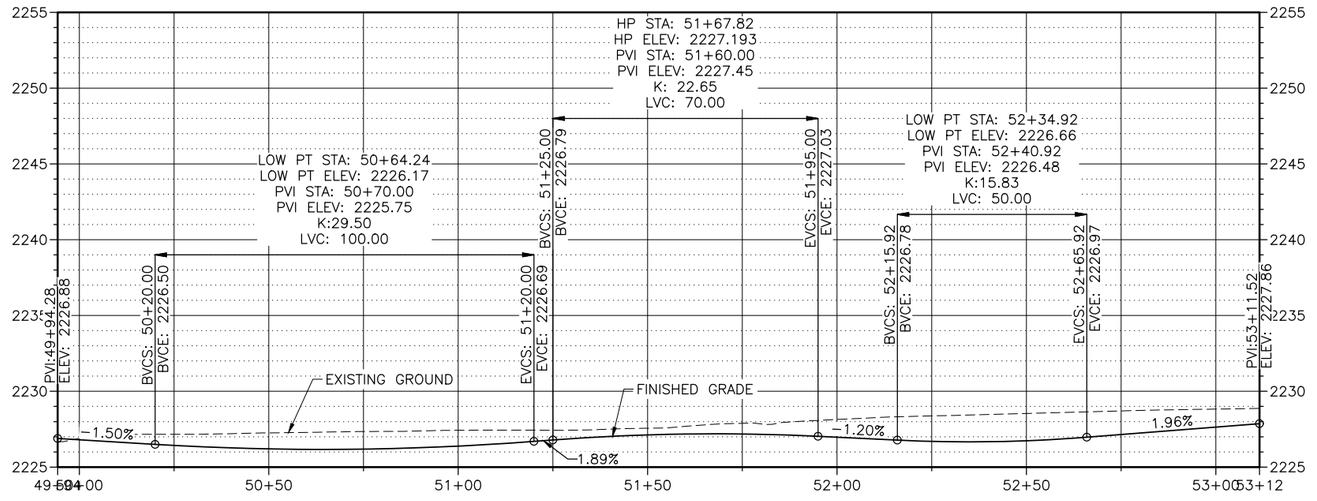
DRAWING:
C-304

SHEET: 27 OF 67

Plot Date:2/11/2022 10:23 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-304.DWG



ALIGNMENT CURVE TABLE						
CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	82.86'	312.50'	41.68'	15°11'33"	N6°46'37"W	82.62'
C2	48.93'	126.50'	24.78'	22°09'45"	N3°17'31"W	48.63'
C3	46.34'	41.50'	25.92'	63°58'54"	N39°46'48"E	43.97'
C4	68.80'	201.50'	34.74'	19°33'46"	N81°33'08"E	68.47'



ROUNDABOUT SOUTHEAST LIPLINE

LEGEND

PROPOSED HOT MIX ASPHALT (HMA)

PROPOSED CONCRETE

HORZ 0 20 40

VERT 0 5 10

SCALE IN FEET

GENERAL NOTES:

1. THE ALIGNMENT AND PROFILE REPRESENTS THE GUTTER LIPLINE.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP'D	DATE
REVISION				

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

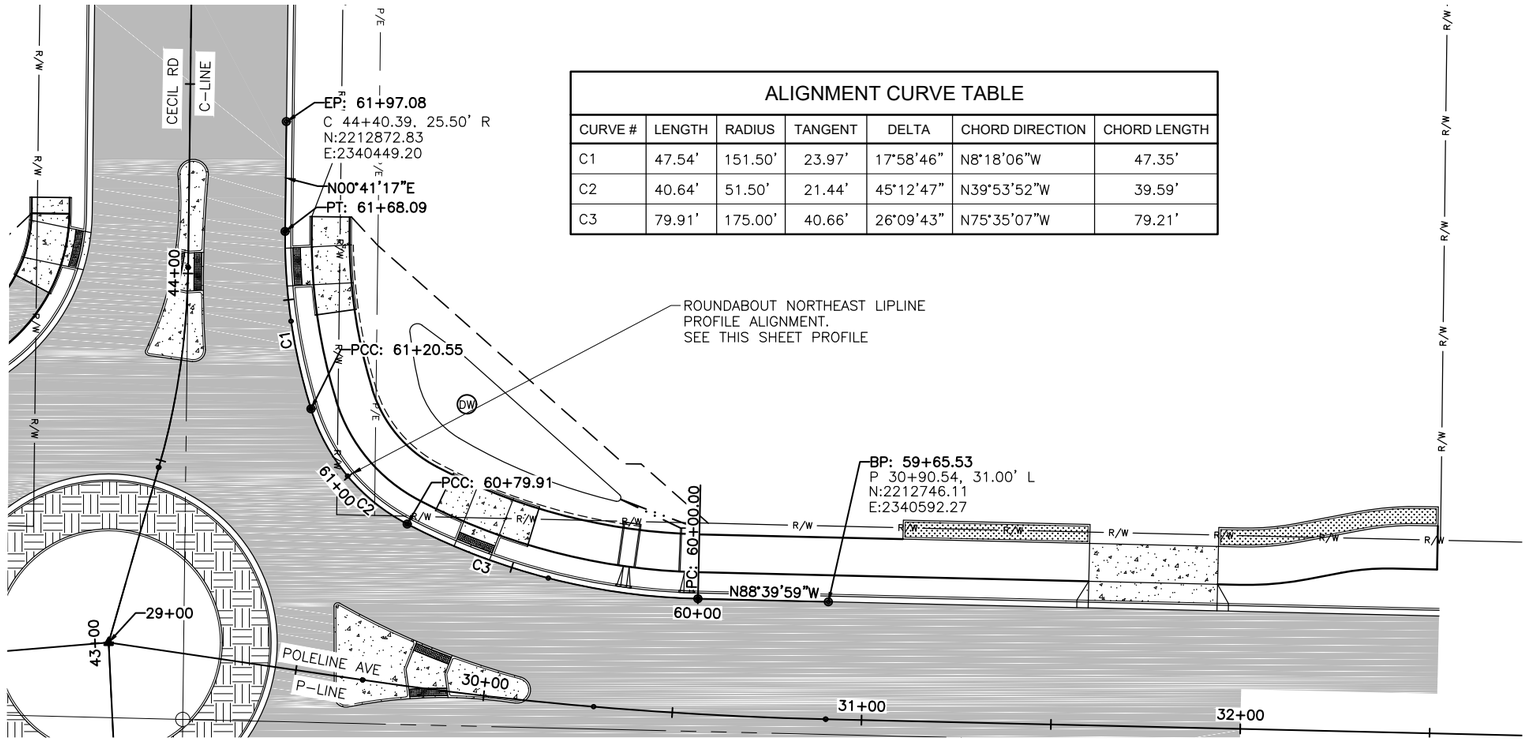
ROUNDABOUT - SOUTHEAST LIPLINE
ROUNDABOUT PLAN AND PROFILE

FILE : 07-21-055_C-305
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

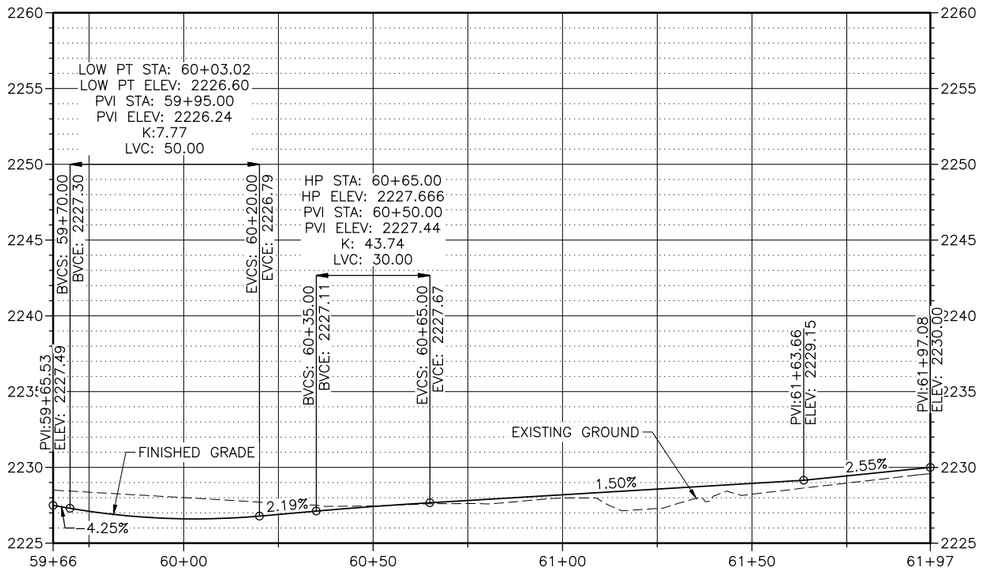
DRAWING:
C-305

SHEET: 28 OF 67

Plot Date:2/11/2022 10:29 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-305.DWG



ALIGNMENT CURVE TABLE						
CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	47.54'	151.50'	23.97'	17°58'46"	N8°18'06"W	47.35'
C2	40.64'	51.50'	21.44'	45°12'47"	N39°53'52"W	39.59'
C3	79.91'	175.00'	40.66'	26°09'43"	N75°35'07"W	79.21'



ROUNDABOUT NORTHEAST LIPLINE

LEGEND

PROPOSED HOT MIX ASPHALT (HMA)

PROPOSED CONCRETE

HORZ 0 20 40

VERT 0 5 10

SCALE IN FEET

GENERAL NOTES:

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PRELIMINARY PLANS

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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

ROUNDABOUT - NORTHEAST LIPLINE
ROUNDABOUT PLAN AND PROFILE

FILE : 07-21-055_C-306
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-306

SHEET: 29 OF 67

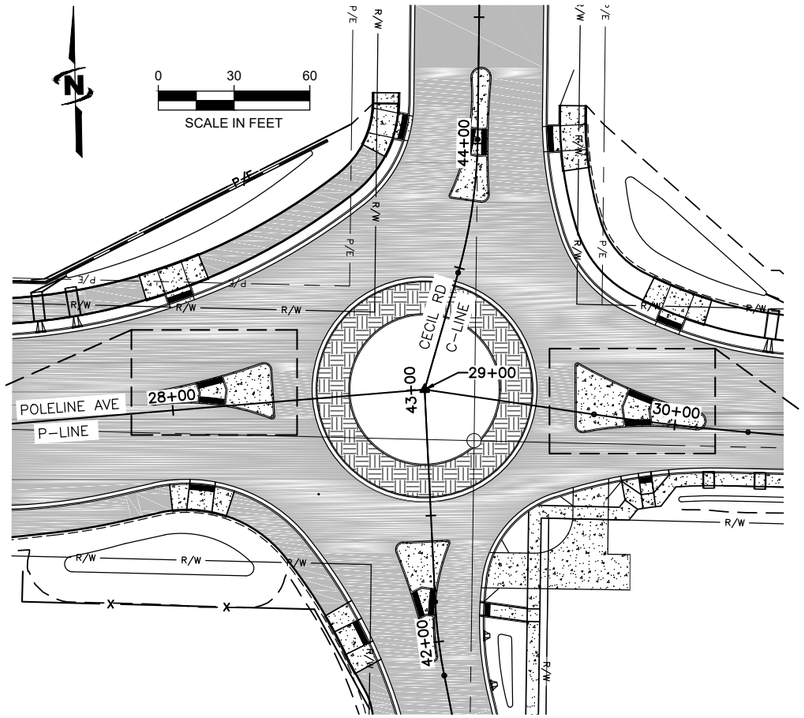
Plot Date:2/11/2022 10:29 AM Plotted By:Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENT\SID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-306.DWG

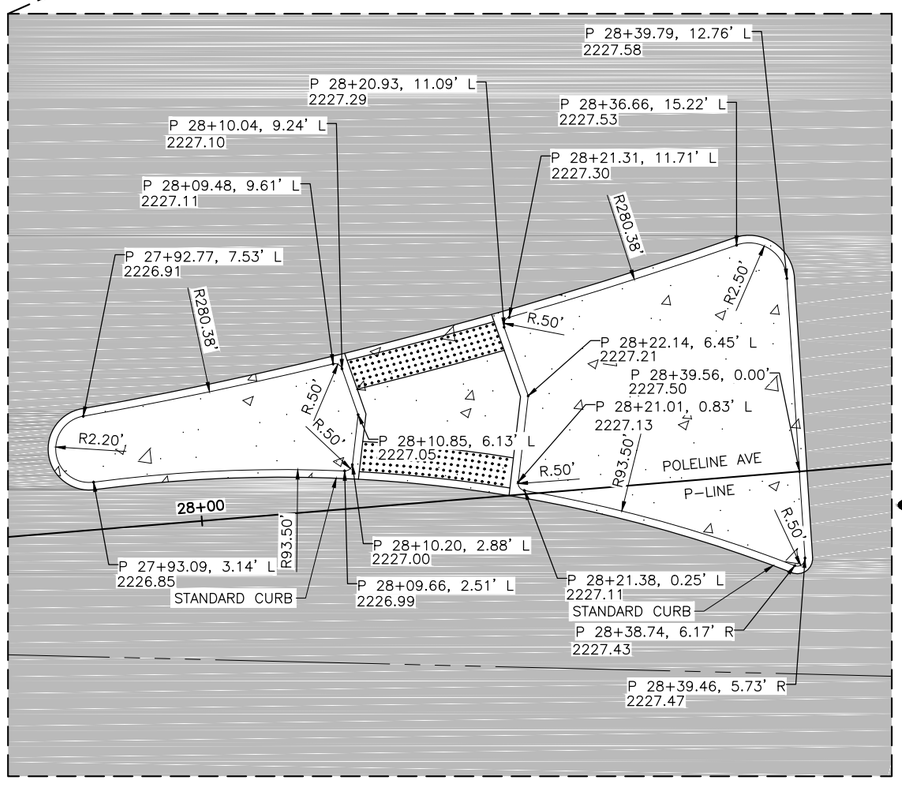
NOTES:

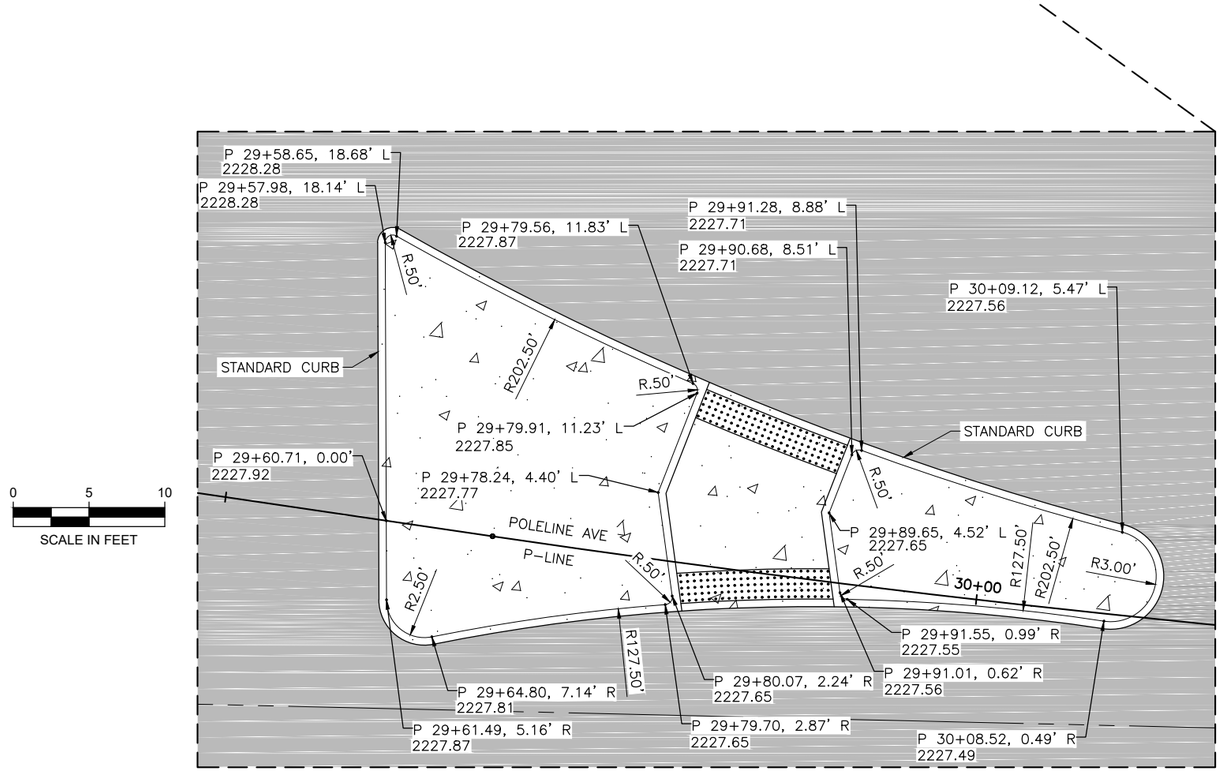
FOC – FACE OF CURB
TBC – TOP BACK CURB
TBR – TOP BACK RAMP
BSW – BACK SIDEWALK

▦ DETECTABLE WARNING PATTERN

ALL STATIONS, OFFSETS, AND
ELEVATIONS ARE TO TOP BACK OF CURB







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PRELIMINARY PLANS

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

ROUNDABOUT - SPLITTER ISLAND DETAILS
ROUNDABOUT PLAN AND PROFILE

FILE: 07-21-055_C-307
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM

ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 2/10/2022

DRAWING:
C-307

SHEET: 30 OF 67

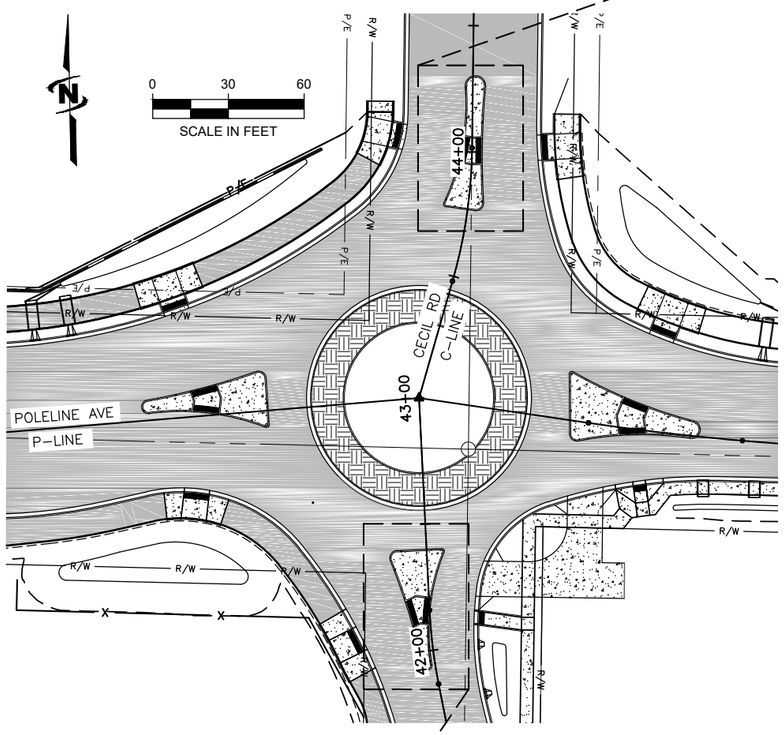
Plot Date:2/11/2022 10:30 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENT\SID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-307.DWG

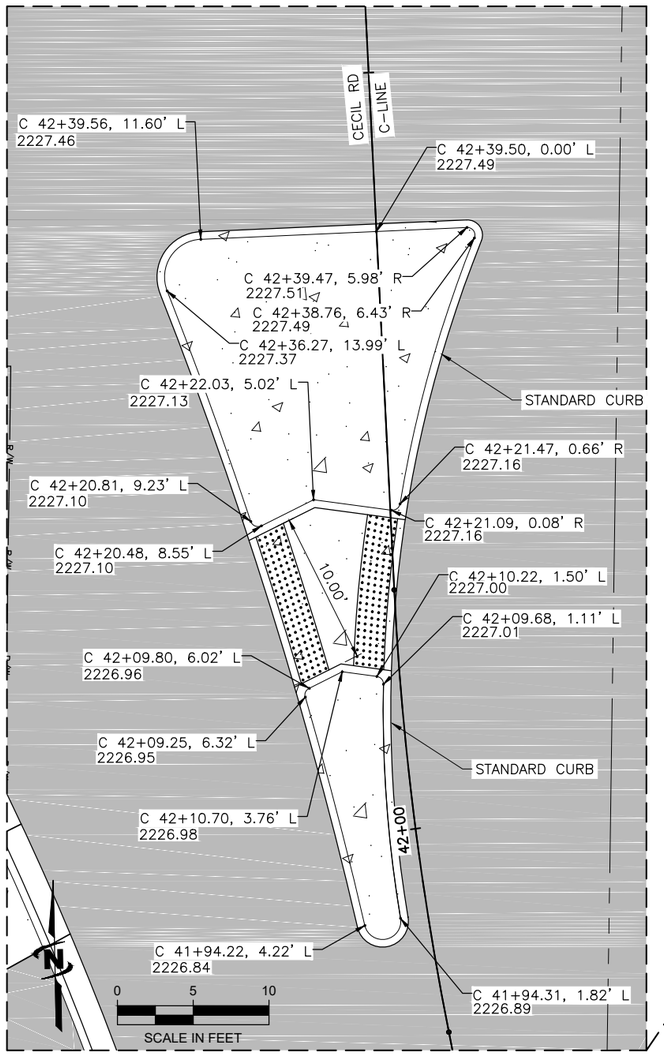
NOTES:

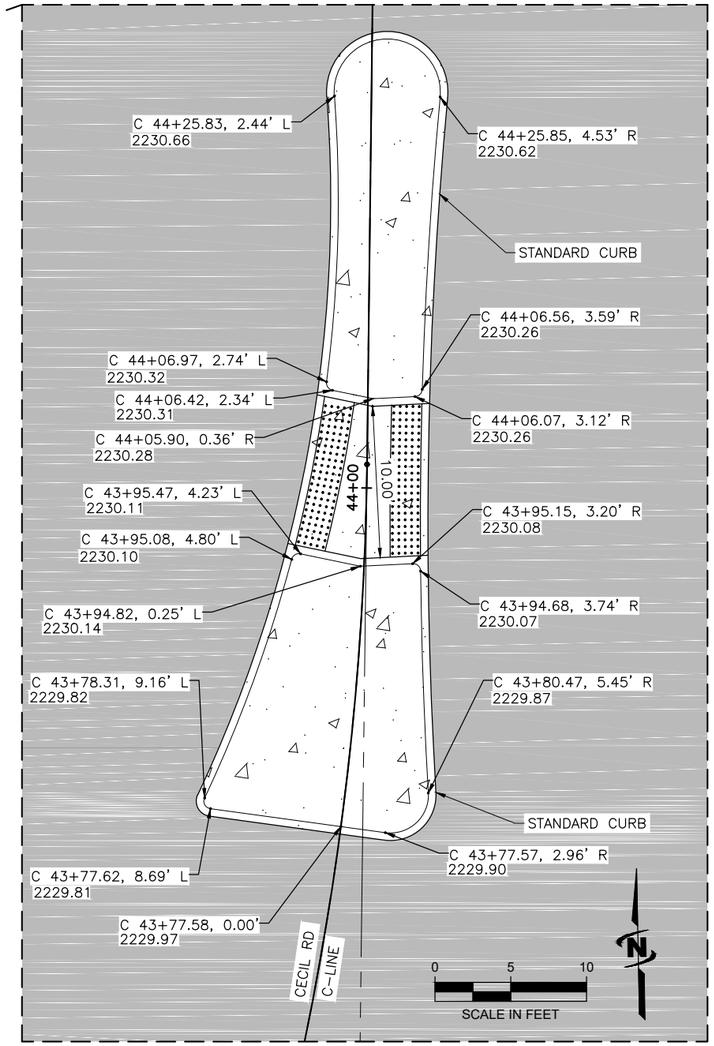
FOC – FACE OF CURB
TBC – TOP BACK CURB
TBR – TOP BACK RAMP
BSW – BACK SIDEWALK

▦ DETECTABLE WARNING PATTERN

ALL STATIONS, OFFSETS, AND
ELEVATIONS ARE TO TOP BACK OF CURB







J-U-B ENGINEERS, INC.

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7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

ROUNDABOUT - SPLITTER ISLAND DETAILS
ROUNDABOUT PLAN AND PROFILE

FILE :	07-21-055_C-308
JUB PROJ. # :	07-21-055
DRAWN BY:	WG
DESIGN BY:	WG
CHECKED BY:	TM

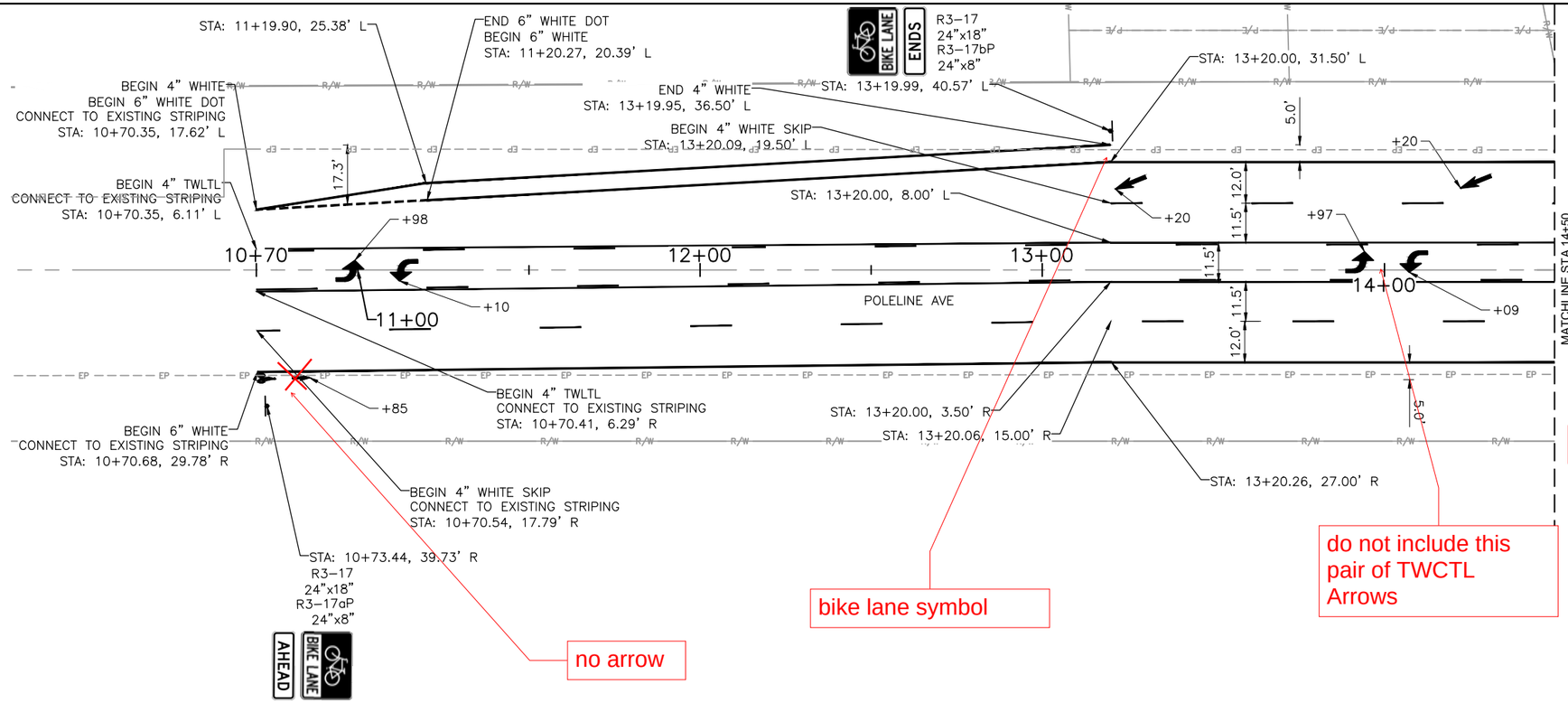
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

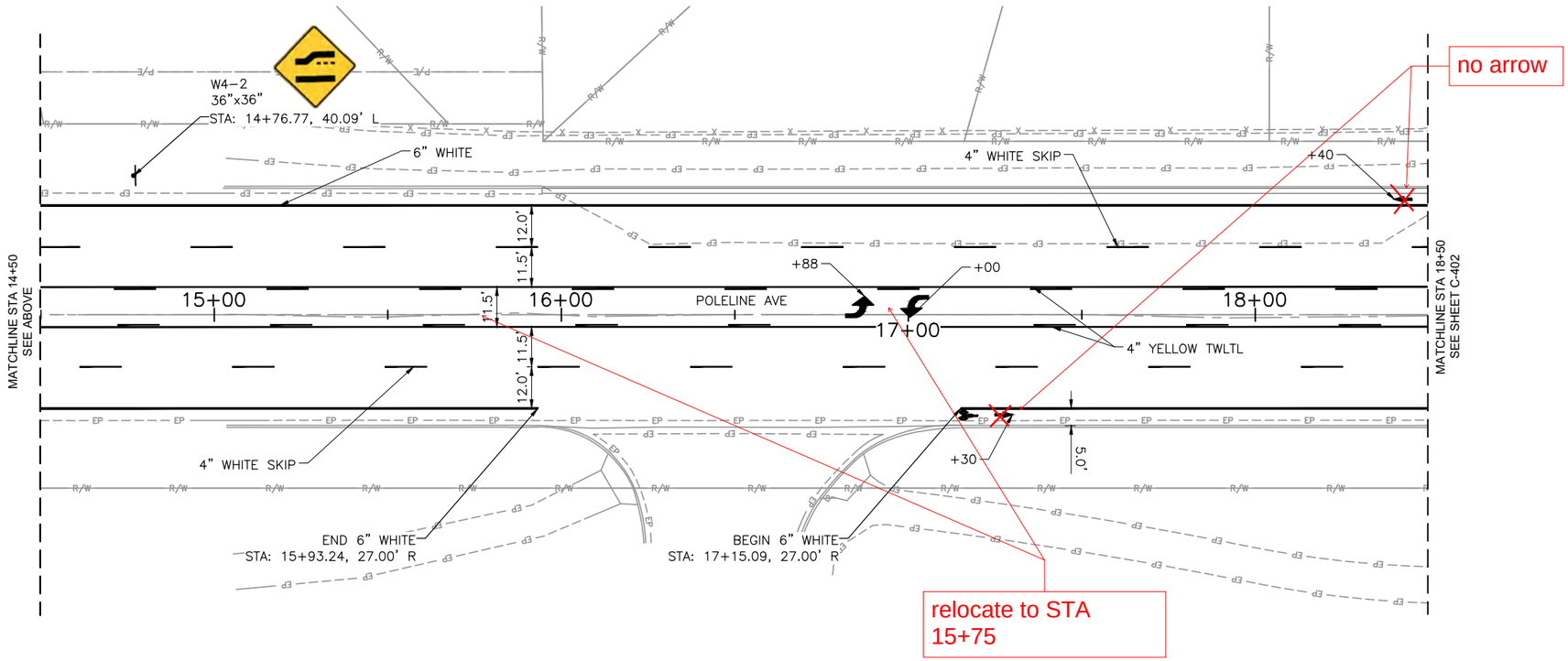
LAST UPDATED: 2/10/2022

DRAWING:
C-308

SHEET: 31 OF 67

Plot Date:2/11/2022 10:30 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL_POLELINE\07-21-055_C-308.DWG





GENERAL NOTES:

1. ALL SIGN PLACEMENT AND PAVEMENT MARKINGS BETWEEN STATION 10+70 AND 15+00 ARE APPROXIMATE. ALL PLACEMENTS SHALL CONFORM WITH CURRENT MUTCD AND CITY OF POST FALLS STANDARDS.
2. FOR PAVEMENT MARKING; SEE PAVEMENT MARKING NOTES SHEET C-408.
3. FOR SIGN PLACEMENT SEE DETAIL SD 2017 ON SHEET C-408.
4. TWLTL – TWO-WAY LEFT TURN LANE
5. ~~THERMOPLASTIC~~ MARKINGS FOR ALL; CROSSWALKS, STOPBARS, TURN ARROWS, LANE REDUCTION ARROWS, BIKE LANE SYMBOLS AND ARROWS, YIELD TRIANGLES, ROUNDABOUT TRAFFIC ARROWS, ALL LINEAR ROUNDABOUT LANE LINES, ~~RAILROAD CROSSINGS~~, THE FIRST 25' OF DOUBLE YELLOWS ON TURN POCKETS (SEE DETAIL SD 2020 SHEET C-409), ALL LINEAR OR SYMBOL MARKINGS WITHIN THE ROUNDABOUT.

J-U-B ENGINEERS, INC.
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www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

SIGNING AND PAVEMENT MARKINGS

0 20 40
SCALE IN FEET

Know what's below. Call before you dig.

FILE :	07-21-055_C-40X
JUB PROJ. # :	07-21-055
DRAWN BY:	WG
DESIGN BY:	WG
CHECKED BY:	TM
ONE INCH	AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED:	2/11/2022

DRAWING:
C-401

SHEET: 32 OF 67

Plot Date:2/11/2022 10:30 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL POLELINE\07-21-055_C-40X.DWG

move to STA 19+75

Stop Bar and Standard Colonial Style pedestrian crossing

methyl methacrylate

R1-5A

RETAIN AND PROTECT EXISTING STOP SIGN

N. HAHN ST.

RESET EXISTING RRFB ON NEW POST
S1-1
36"x36"
W16-7P
24"X12"
STA: 20+68.12, 40.49' L

HIGH VISIBILITY PEDESTRIAN CROSSING

HIGH VISIBILITY PEDESTRIAN CROSSING

4" WHITE SKIP

MATCHLINE STA 18+50
SEE SHEET C-401

END 6" WHITE
STA: 18+55.38, 31.50' L

19+00

POLELINE AVE

20+00

21+00

22+00

+97

+85

+10

5.0'

11.5'

12.0'

4" YELLOW TWLTL

MATCHLINE STA 22+50
SEE BELOW

END 6" WHITE
STA: 20+93.10, 27.00' R

4" WHITE SK

move to STA 21+10

no arrow

sharks teeth yield line

RETAIN AND PROTECT EXISTING RRFB SINGLE SIDED

bike lane symbol STA 20+25

GENERAL NOTES:

1. FOR PAVEMENT MARKING; SEE PAVEMENT MARKING NOTES SHEET C-408.
2. FOR SIGN PLACEMENT SEE DETAIL SD 2017 ON SHEET C-408.
3. TWLTL – TWO-WAY LEFT TURN LANE
4. ~~THERMOPLASTIC~~ MARKINGS FOR ALL; CROSSWALKS, STOPBARS, TURN ARROWS, LANE REDUCTION ARROWS, BIKE LANE SYMBOLS AND ARROWS, YIELD TRIANGLES, ROUNDABOUT TRAFFIC ARROWS, ALL LINEAR ROUNDABOUT LANE LINES, ~~RAILROAD CROSSINGS~~, THE FIRST 25' OF DOUBLE YELLOWS ON TURN POCKETS (SEE DETAIL SD 2020 SHEET C-409), ALL LINEAR OR SYMBOL MARKINGS WITHIN THE ROUNDABOUT.

RAISED PAVEMENT MARKERS (RPM) NOTES:

Y = YELLOW (BODY AND LENS COLOR)

W = WHITE (BODY AND LENS COLOR)

1. PRISMATIC REFLECTORS SHALL BE MONO-DIRECTIONAL AND POSITIONED SO THAT THE REFLECTIVE FACE IS FACING THE APPROACHING TRAFFIC.
2. PRISMATIC REFLECTORS SHALL BE SECURED IN PLACE ON TOP OF THE CURB PER MANUFACTURER SURFACE PREPARATION AND APPLICATION PROCEDURES.

replace existing beacon with RRFB that matches make / model at roundabout push buttons must meet ADA accessibility requirements

themoplastic "only"

RESET EXISTING SIGNS
ON NEW POST
CUSTOM ADOPT-A-STREET
STA: 26+04.94, 40.61' L

RESET EXISTING SIGN
ON NEW POST
R2-1
30"x36"
STA: 26+55.40, 40.45' L

SPEED LIMIT 35

BIKE LANE AHEAD

R3-17
24"x18"
R3-17aP
24"x8"
STA: 27+06.78, 40.46' L

END 6" WHITE
STA: 27+15.00, 31.23' L
PC
STA: 27+12.63, 19.32' L
END 4" YELLOW TWLTL
BEGIN 4" DOUBLE YELLO
STA: 27+20.55, 7.31' L

4" WHITE SKIP

MATCHLINE STA 22+50
SEE ABOVE

+03

+15

23+00

24+00

POLELINE AVE

25+00

26+00

27+00

+95

+07

+38

+98

R326'

R212'

4" YELLOW TWLTL

24" SOLID YELLOW

RPM-W

MATCHLINE STA 27+50
SEE SHEET C-405 AND C-406

4" WHITE SKIP

STA: 23+71.51, 35.82' R
W2-6
36"x36"
W16-8
24"x8"

include advisory speed 20mph

END 6" WHITE
STA: 24+69.79, 27.00' R

STANDARD PEDESTRIAN CROSSING
16" WHITE

STA: 25+25.84, 53.28' R
R3-5
30"x36"
REFLECTIVE SLEEVE
(WHITE)

ONLY

STANDARD PEDESTRIAN CROSSING
16" WHITE

RETAIN AND PROTECT EXISTING STOP SIGN

BEGIN 6" WHITE
STA: 25+87.45, 27.00' R

STA: 26+21.14, 36.05' R
R3-8
36"x36"

ONLY

STA: 26+72.29, 36.67' R
R4-11
30"x30"

MAY USE FULL LANE

END 4" YELLOW TWLTL
BEGIN 4" DOUBLE YELLOW
STA: 27+21.57, 4.32' R

PC
STA: 27+20.62, 15.78' R

END 6" WHITE
STA: 27+19.73, 27.73' R

S5-2 (end school zone)

bike lane symbol

bike ramp with tactile warning at top of ramp

R5-1b facing multiuse trail

0 20 40
SCALE IN FEET

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

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NO.	DESCRIPTION	BY (APR)	DATE
	REVISION		

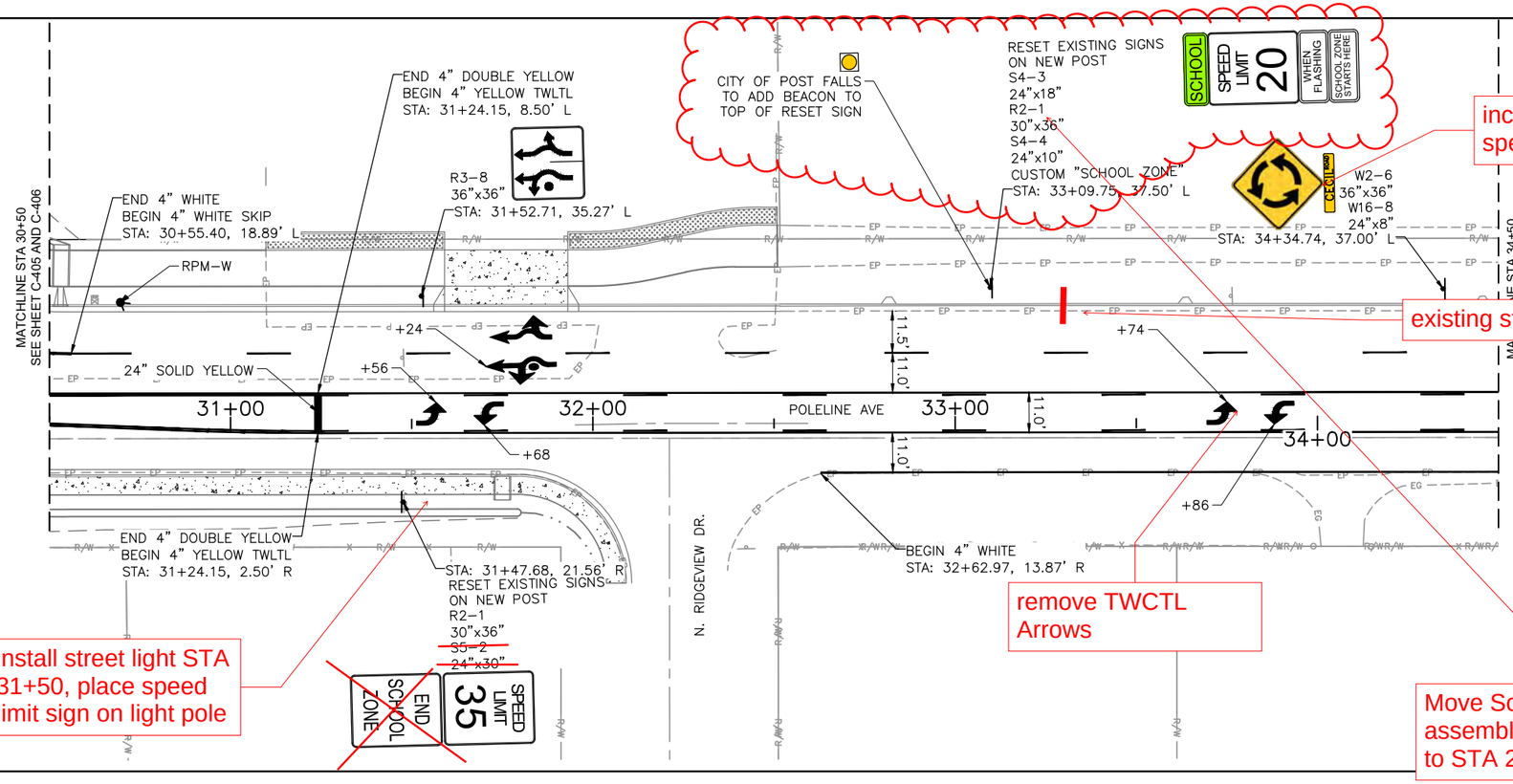
POLELINE AVE & CIL RD ROUNDABOUT
CITY OF POST FALLS
SIGNING & PAVEMENT MARKINGS

FILE : 07-21-055_C-40X
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-402

SHEET: 33 OF 67

Plot Date:2/11/2022 10:30 AM
Date Created:2/10/2022
P. Smith
\\JUB\CLIENT\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-40X.DWG



GENERAL NOTES:

1. FOR PAVEMENT MARKING; SEE PAVEMENT MARKING NOTES SHEET C-408.
2. FOR SIGN PLACEMENT SEE DETAIL SD 2017 ON SHEET C-408.
3. TWLTL – TWO-WAY LEFT TURN LANE
4. ~~THERMOPLASTIC~~ MARKINGS FOR ALL; CROSSWALKS, STOPBARS, TURN ARROWS, LANE REDUCTION ARROWS, BIKE LANE SYMBOLS AND ARROWS, YIELD TRIANGLES, ROUNDABOUT TRAFFIC ARROWS, ALL LINEAR ROUNDABOUT LANE LINES, ~~RAILROAD CROSSINGS~~, THE FIRST 25' OF DOUBLE YELLOWS ON TURN POCKETS (SEE DETAIL SD 2020 SHEET C-409), ALL LINEAR OR SYMBOL MARKINGS WITHIN THE ROUNDABOUT.

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W = WHITE (BODY AND LENS COLOR)

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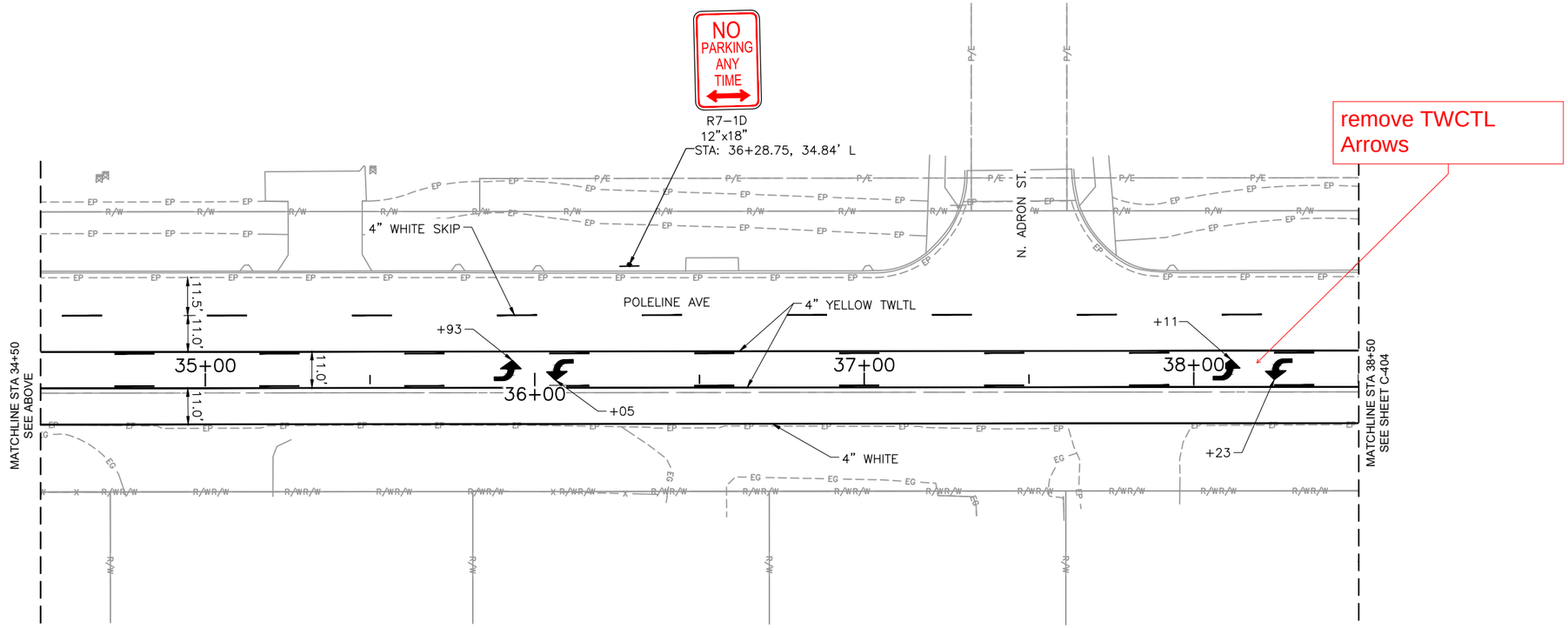

0 20 40
SCALE IN FEET

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

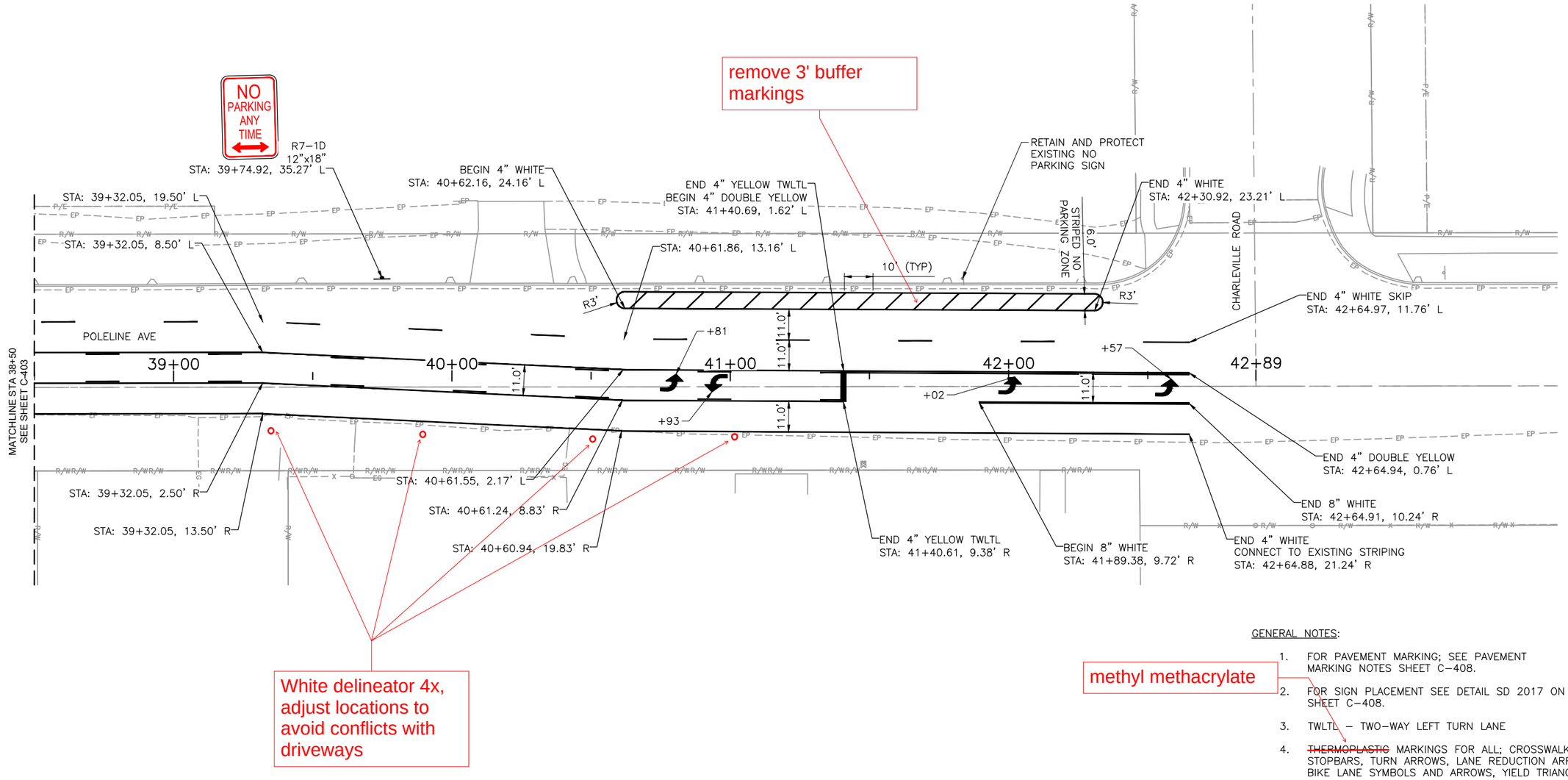
SIGNING AND PAVEMENT MARKINGS

FILE : 07-21-055_C-40X
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-403

SHEET: 34 OF 67

Plot Date:2/11/2022 10:31 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENT\SID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-40X.DWG



GENERAL NOTES:

1. FOR PAVEMENT MARKING; SEE PAVEMENT MARKING NOTES SHEET C-408.
2. FOR SIGN PLACEMENT SEE DETAIL SD 2017 ON SHEET C-408.
3. TWLTL – TWO-WAY LEFT TURN LANE
4. ~~THERMOPLASTIC~~ MARKINGS FOR ALL; CROSSWALKS, STOPBARS, TURN ARROWS, LANE REDUCTION ARROWS, BIKE LANE SYMBOLS AND ARROWS, YIELD TRIANGLES, ROUNDABOUT TRAFFIC ARROWS, ALL LINEAR ROUNDABOUT LANE LINES, ~~RAILROAD CROSSINGS~~, THE FIRST 25' OF DOUBLE YELLOWS ON TURN POCKETS (SEE DETAIL SD 2020 SHEET C-409), ALL LINEAR OR SYMBOL MARKINGS WITHIN THE ROUNDABOUT.

methyl methacrylate

0 20 40
SCALE IN FEET

Know what's below. Call before you dig.

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

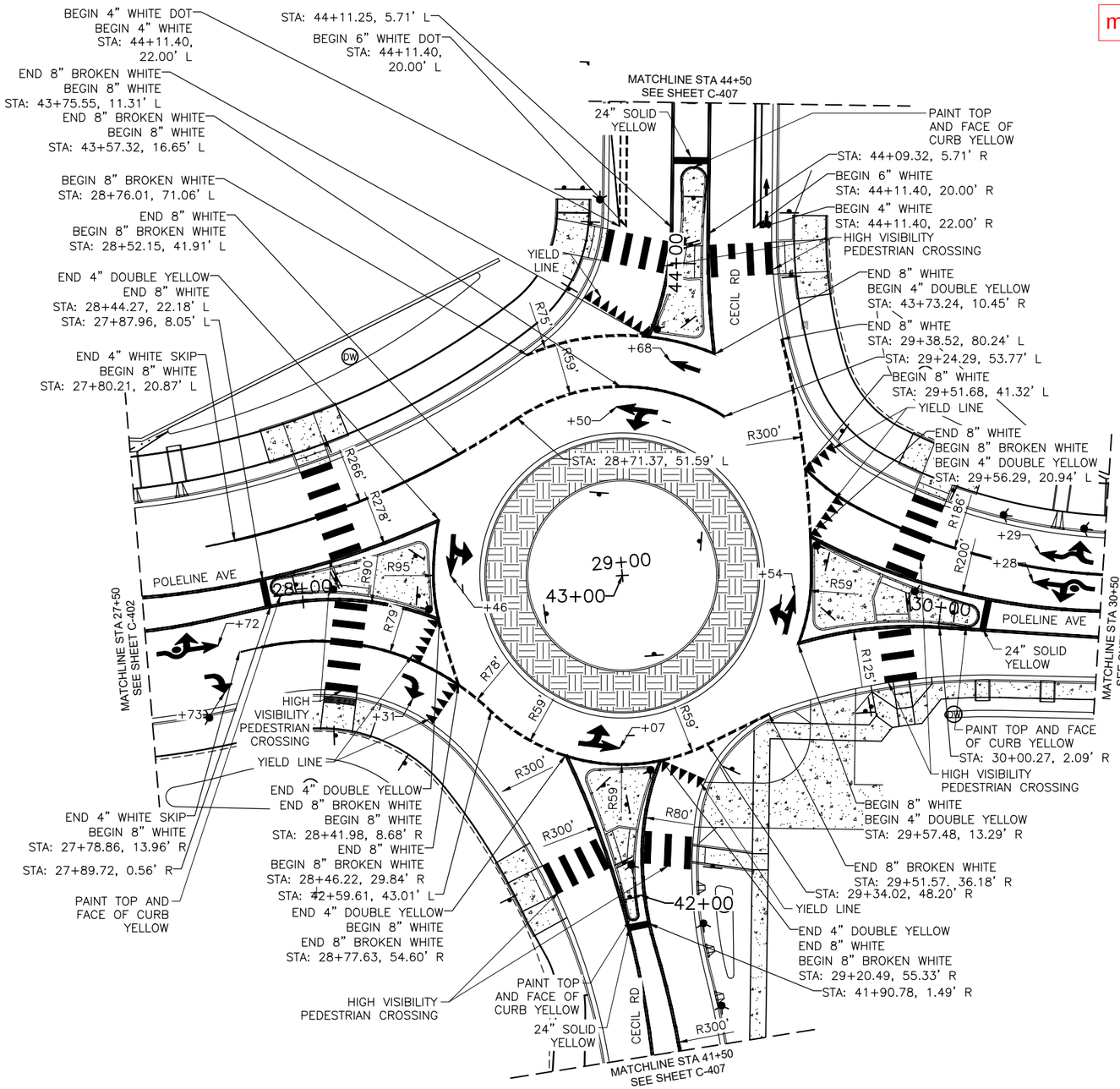
POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

SIGNING AND PAVEMENT MARKINGS

FILE : 07-21-055_C-40X
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-404
SHEET: 35 OF 67

Plot Date:2/11/2022 10:31 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-40X.DWG



methyl methacrylate

GENERAL NOTES:

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2. FOR SIGN PLACEMENT SEE DETAIL SD 2017 ON SHEET C–408
3. TWLTL – TWO–WAY LEFT TURN LANE
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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

PAVEMENT MARKINGS

0 20 40
SCALE IN FEET

Know what's below. Call before you dig.

FILE :	07-21-055_C-40X-1
JUB PROJ. # :	07-21-055
DRAWN BY:	WG
DESIGN BY:	WG
CHECKED BY:	TM

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

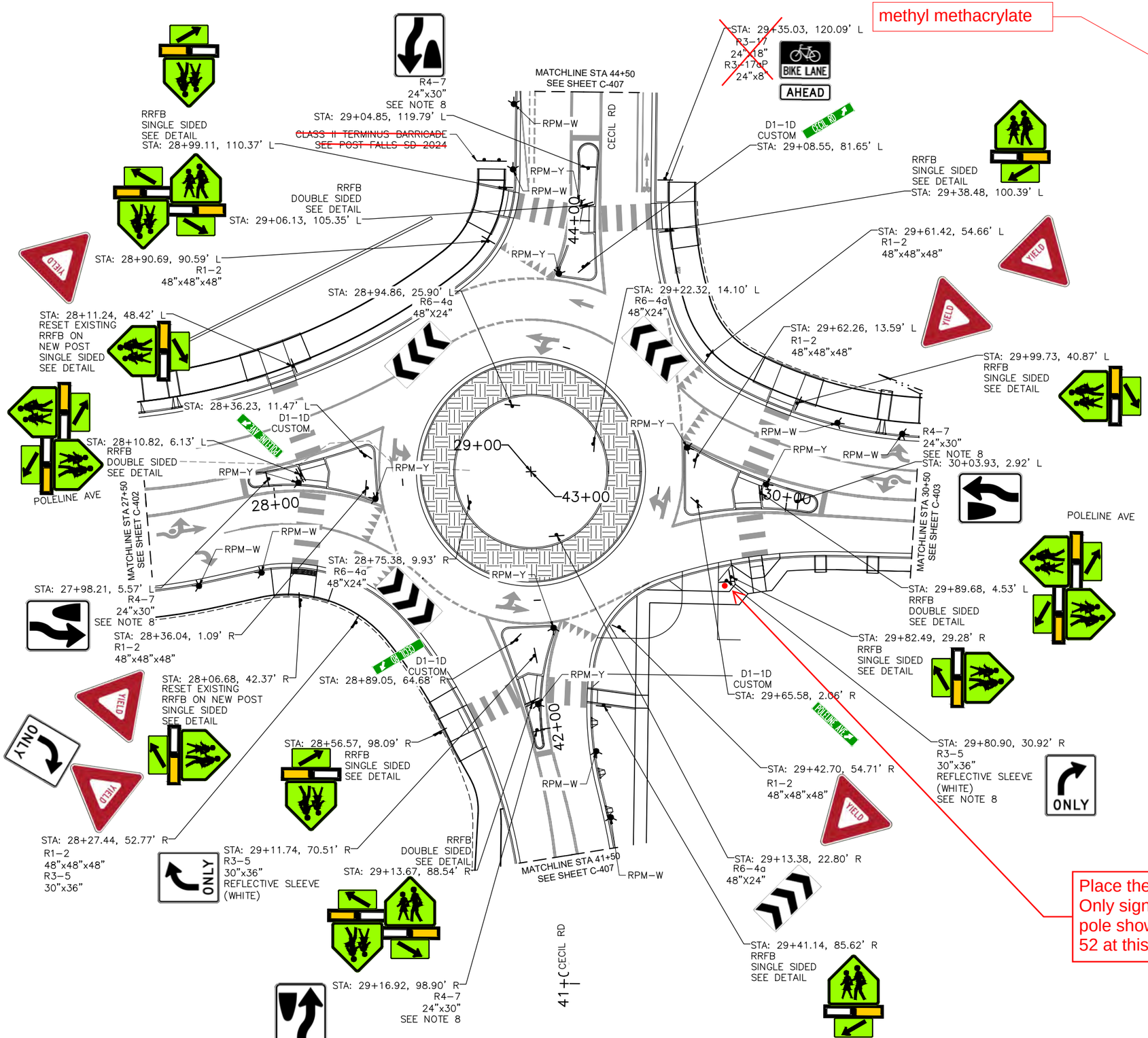
LAST UPDATED: 2/10/2022

DRAWING:
C-405

SHEET: 36 OF 67

Plot Date:2/11/2022 10:31 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL_POLELINE\07-21-055_C-40X-1.DWG

methyl methacrylate



Place the Right Turn Only sign on the light pole shown on page 52 at this location.

GENERAL NOTES:

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2. FOR SIGN PLACEMENT SEE DETAIL SD 2017 ON SHEET C-408
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5. ON ALL YIELD SIGN POSTS – INCLUDE REFLECTIVE SIGN POST SLEEVES (RED)
6. ON ALL RRFB SIGN POSTS – INCLUDE REFLECTIVE SIGN POST SLEEVES (YELLOW)
7. ON ALL R4-7 SIGN POSTS – INCLUDE REFLECTIVE SIGN POST SLEEVES (WHITE)
8. SIGN SHALL BE PLACED 7' FROM SURFACE TO TOP OF SIGN. SIGN SHALL NOT OBSTRUCT OTHER SIGNS.

RAISED PAVEMENT MARKERS (RPM) NOTES:

Y = YELLOW (BODY AND LENS COLOR)

W = WHITE (BODY AND LENS COLOR)

1. PRISMATIC REFLECTORS SHALL BE MONO-DIRECTIONAL AND POSITIONED SO THAT THE REFLECTIVE FACE IS FACING THE APPROACHING TRAFFIC.
2. PRISMATIC REFLECTORS SHALL BE SECURED IN PLACE ON TOP OF THE CURB PER MANUFACTURER SURFACE PREPARATION AND APPLICATION PROCEDURES.

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	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

SIGNING

0 20 40
SCALE IN FEET

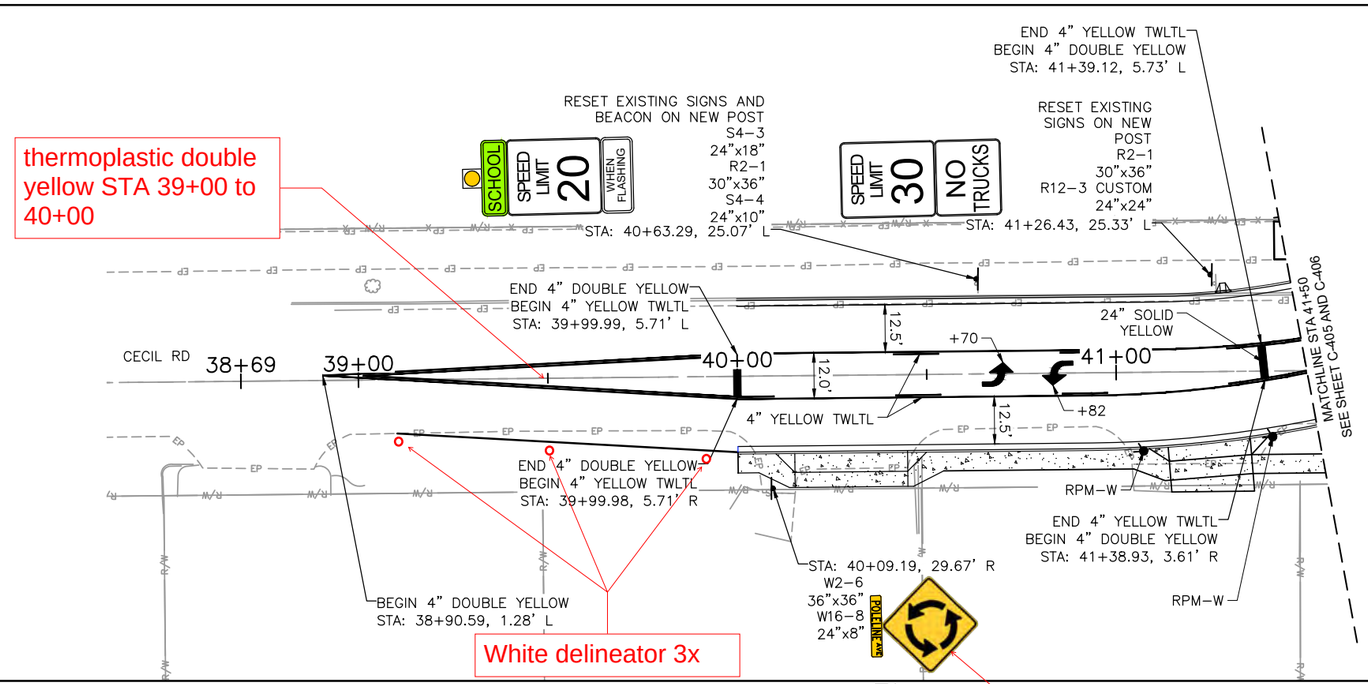
Know what's below. Call before you dig.

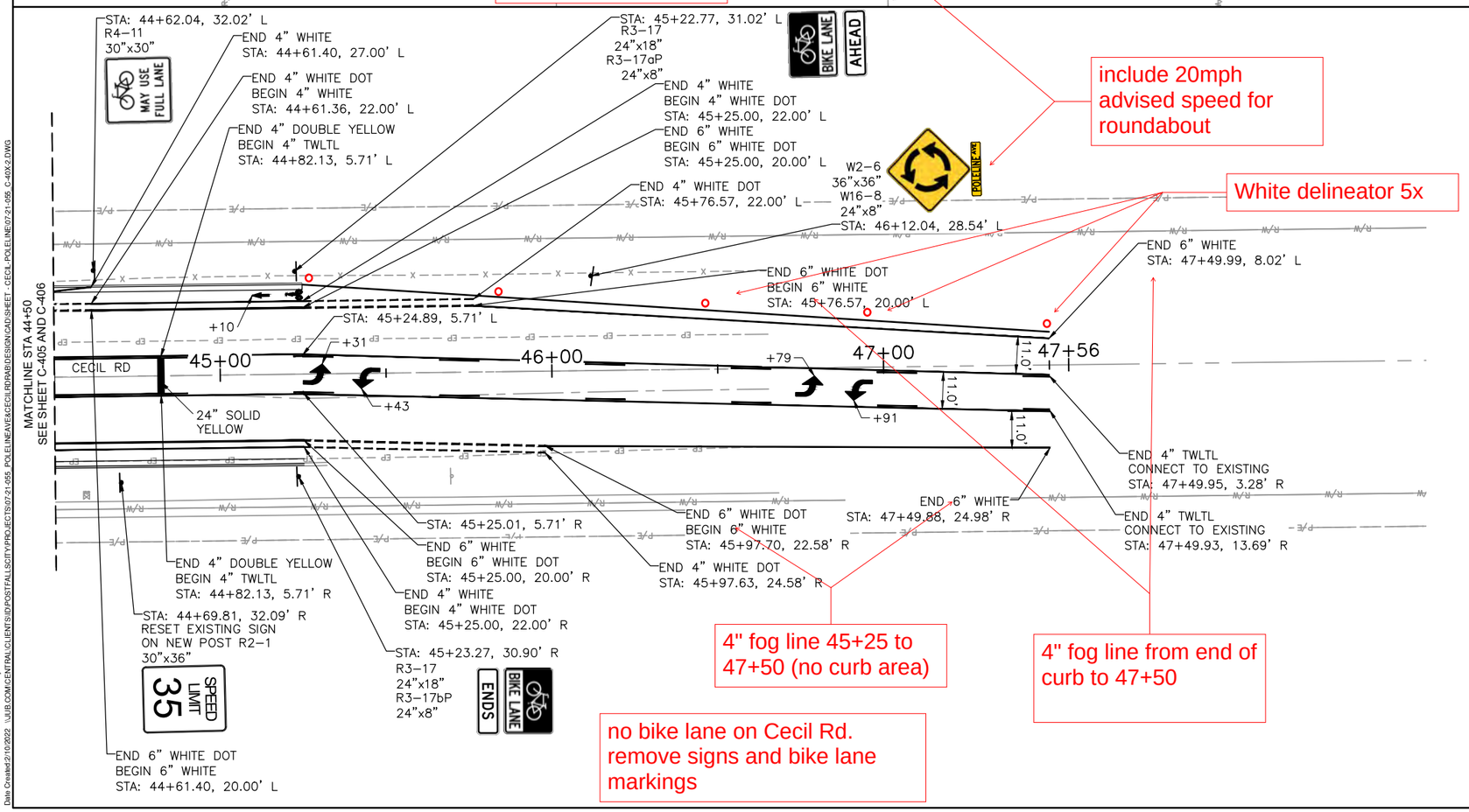
FILE : 07-21-055_C-40X3
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-406

SHEET: 37 OF 67

Plot Date:2/11/2022 10:32 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-40X3.DWG





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methyl methacrylate

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W = WHITE (BODY AND LENS COLOR)

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	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

SIGNING AND PAVEMENT MARKINGS

0 20 40
SCALE IN FEET

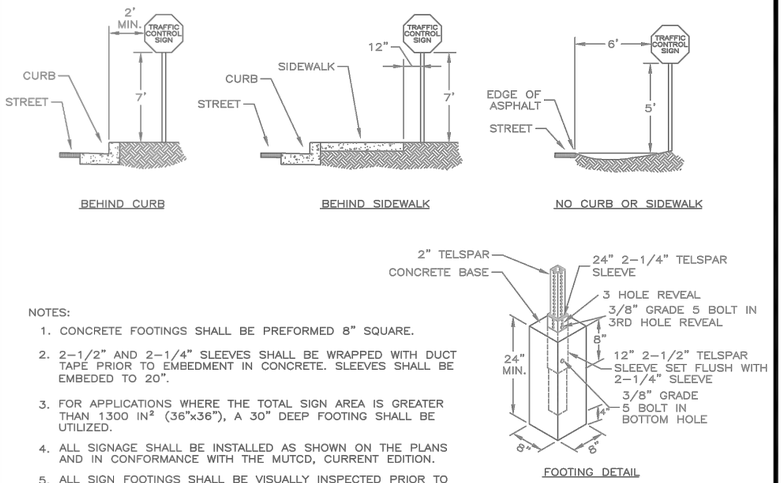
Know what's below. Call before you dig.

FILE: 07-21-055_C-40X-2
JUB PROJ. #: 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING: C-407

SHEET: 38 OF 67

Plot Date:2/11/2022 10:32 AM Plotted By:Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRD\PAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-40X-2.DWG

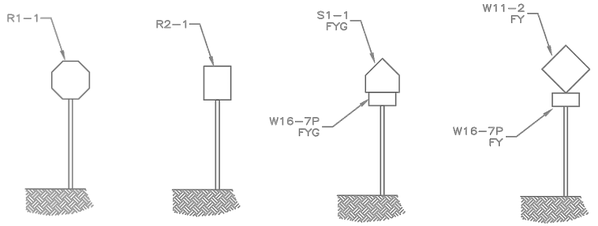


NOTES:

1. CONCRETE FOOTINGS SHALL BE PREFORMED 8" SQUARE.
2. 2-1/2" AND 2-1/4" SLEEVES SHALL BE WRAPPED WITH DUCT TAPE PRIOR TO EMBEDMENT IN CONCRETE. SLEEVES SHALL BE EMBEDED TO 20".
3. FOR APPLICATIONS WHERE THE TOTAL SIGN AREA IS GREATER THAN 1300 IN^2 (36"x36"), A 30" DEEP FOOTING SHALL BE UTILIZED.
4. ALL SIGNAGE SHALL BE INSTALLED AS SHOWN ON THE PLANS AND IN CONFORMANCE WITH THE MUTCD, CURRENT EDITION.
5. ALL SIGN FOOTINGS SHALL BE VISUALLY INSPECTED PRIOR TO BACKFILLING AND COMPACTION

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	STREET SIGN PLACEMENT DETAIL	NO. SD 2016

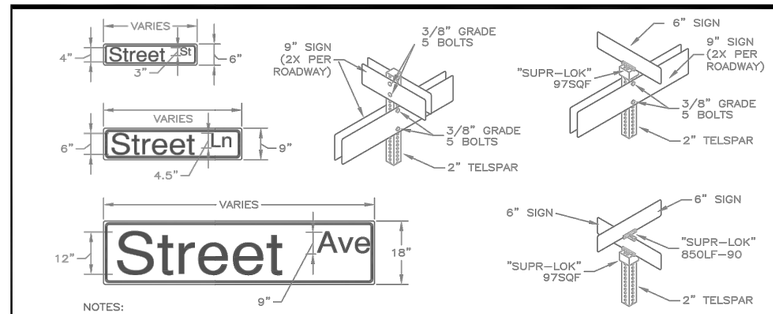
A1 STREET SIGN PLACEMENT DETAIL
SCALE:N.T.S.



STOP SIGN	SPEED LIMIT SIGN	SCHOOL SIGN	PEDESTRIAN SIGN
RED	WHITE	FLO YELLOW/GREEN	FLO YELLOW
DIAMOND GRADE EC FILM	HIGH INTENSITY	DIAMOND GRADE	DIAMOND GRADE
SINGLE LANE SIZE 30"	SINGLE LANE SIZE 24x30"	SINGLE LANE SIZE 36x36"	SINGLE LANE SIZE 30x30"
MULTI LANE SIZE 36"	MULTI LANE SIZE 30x36"	MULTI LANE SIZE 48x48"	MULTI LANE 36x36"

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	COMMON STREET SIGNS	NO. SD 2017

B1 COMMON STREET SIGNS
SCALE:N.T.S.



NOTES:

1. ALL PUBLIC STREET NAME SIGNS SHALL BE HIGH INTENSITY AND SHALL HAVE WHITE LETTERING ON A GREEN BACKGROUND. ALL BLADES SHALL HAVE A 1/2" WHITE BORDER. PRIVATE STREET NAME SIGNS SHALL BE HIGH INTENSITY AND SHALL HAVE WHITE LETTERING ON A BLUE BACKGROUND.
2. LETTERING STYLE SHALL CONFORM TO HIGHWAY GOTHIC C FONT, AS SHOWN IN TABLE 2D-2 OF THE "STANDARD HIGHWAY SIGNS AND MARKINGS" (FHWA) BOOK. A 25% CHARACTER REDUCTION SHALL BE USED FOR THE LOWER CASE LETTERS: g j p q y,
3. 6" STREET NAME SIGNS SHALL FACE ROADS WITH A POSTED SPEED LESS THAN 30 MPH.
4. 9" STREET NAME SIGNS SHALL FACE ROADS WITH A POSTED SPEED 30 MPH OR GREATER.
5. 18" STREET NAME SIGNS SHALL BE USED AT SIGNALIZED INTERSECTIONS.
6. ALL STREET NAME SIGNS SHALL UTILIZE FLAT BLADE ALUMINUM AND INCORPORATE HIGH INTENSITY RETROREFLECTIVE MATERIAL.
7. TEE MOUNTS SHALL NOT BE UTILIZED ON BLADES GREATER THAN 6".

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	STREET NAME SIGN DETAIL	NO. SD 2018

C1 STREET NAME SIGN DETAIL
SCALE:N.T.S.

Methyl methacylate

NOTES:

PAVEMENT MARKINGS

1. PAVEMENT MARKINGS REQUIRING OBLITERATION SHALL BE DONE BY GRINDING, HYDRAULIC BLASTING OR SAND BLASTING. BLACKOUT PAINT SHALL NOT BE USED.
2. PAVEMENT MARKINGS SHALL BE WATER BASED MEETING FEDERAL TEST STANDARD 595 WITH COLOR CHIP DESIGNATIONS: WHITE 37875, YELLOW 33538.
3. NEW PAVEMENTS SHALL BE ALLOWED TO CURE AT LEAST 7 DAYS BEFORE APPLYING PAVEMENT MARKINGS.
4. PAVEMENT MARKINGS SHALL BE APPLIED USING AN AIRLESS SPRAYER ON A CLEAN AND DRY SURFACE WITH AN AMBIENT AIR TEMPERATURE ABOVE 50°.
5. PAVEMENT MARKINGS SHALL BE APPLIED AT A RATE NOT TO EXCEED 100 SQUARE FEET PER GALLON AND HAVE GLASS BEADS APPLIED AT A RATE OF 6 POUNDS PER GALLON.
6. ARROWS AND LETTERING SIZE SHALL CONFORM WITH ITD TRAFFIC MANUAL 12-203.3.1
7. ~~PRE-FORMED REFLECTIVE THERMOPLASTIC~~ PAVEMENT MARKINGS WITH A MINIMUM THICKNESS OF ~~90 MILS~~ SHALL BE UTILIZED FOR ARROWS, LETTERING, AND ANY OTHER AREA INDICATED ON THE PLANS. ~~THERMOPLASTIC MATERIAL SHALL CONFORM TO ISPWC SECTION 1104~~ AND SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

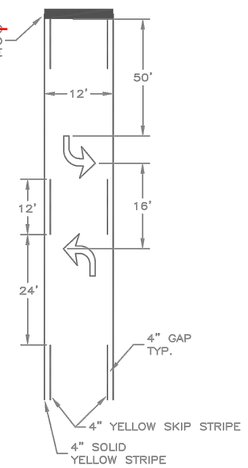
80 mils

CENTER TURN LANES

1. DOUBLE ARROWS SHALL BE PLACED 50' FROM EACH END OF THE TURN LANE AND EVENLY SPACED, APPROXIMATELY EVERY 600'.
2. CENTER TURN LANE STRIPING SHALL NOT BE EXTENDED THROUGH INTERSECTIONS WITH ARTERIAL OR COLLECTOR STREETS.

CENTERLINE SKIP STRIPING

1. CENTERLINE SKIP STRIPING SHALL UTILIZE THE SAME SPACING OF SKIPS AND STRIPES AS CENTER TURN BAYS.



CENTER TURN LANE

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	PAVEMENT MARKINGS	NO. SD 2019

D1 PAVEMENT MARKINGS
SCALE:N.T.S.

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POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

SIGNING AND PAVEMENT MARKING DETAILS

FILE : 07-21-055_C-50X-1
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
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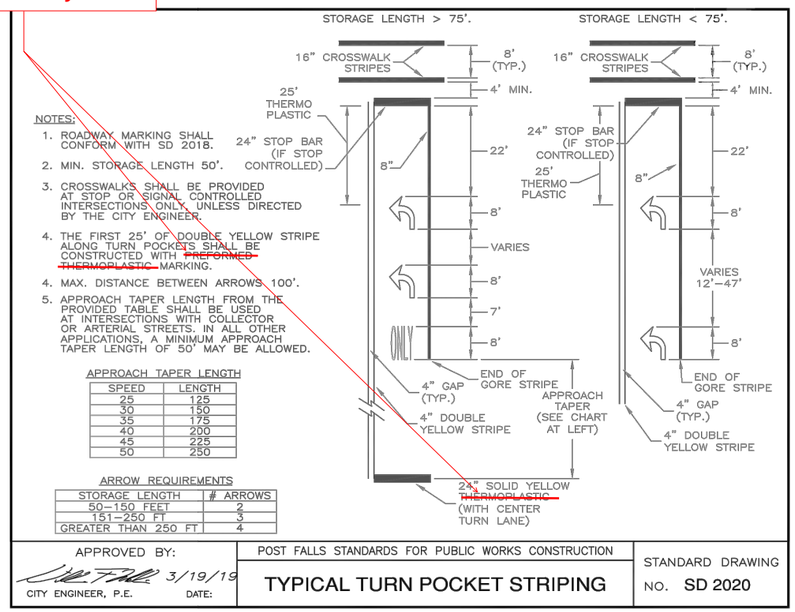
LAST UPDATED: 2/10/2022

DRAWING:
C-408

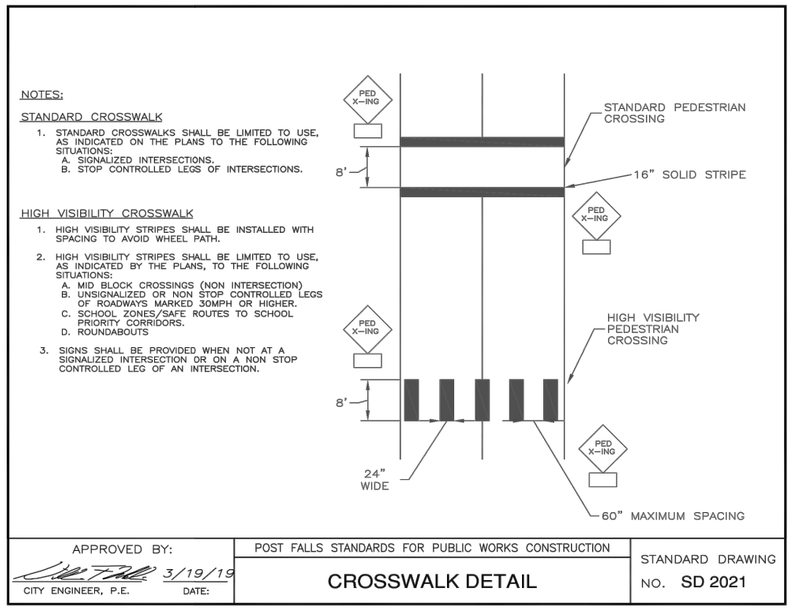
SHEET: 39 OF 67

Plot Date:2/11/2022 10:32 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-50X-1.DWG

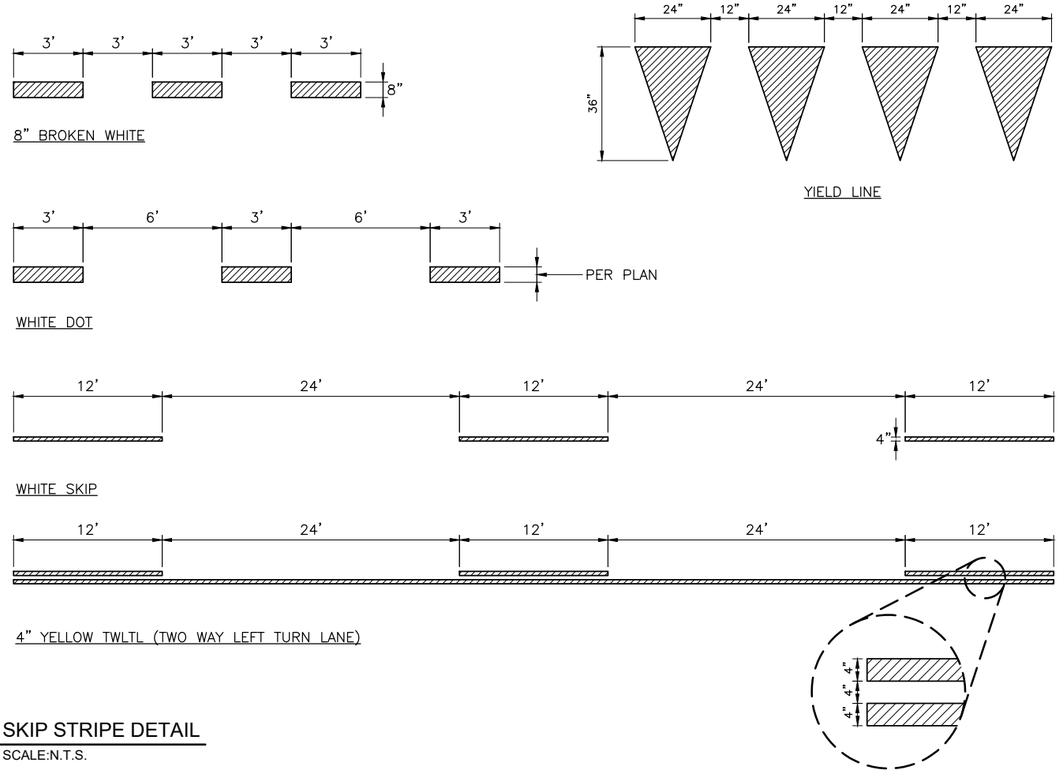
methyl methacylate



E1 TYPICAL TURN POCKET STRIPING
SCALE:N.T.S.



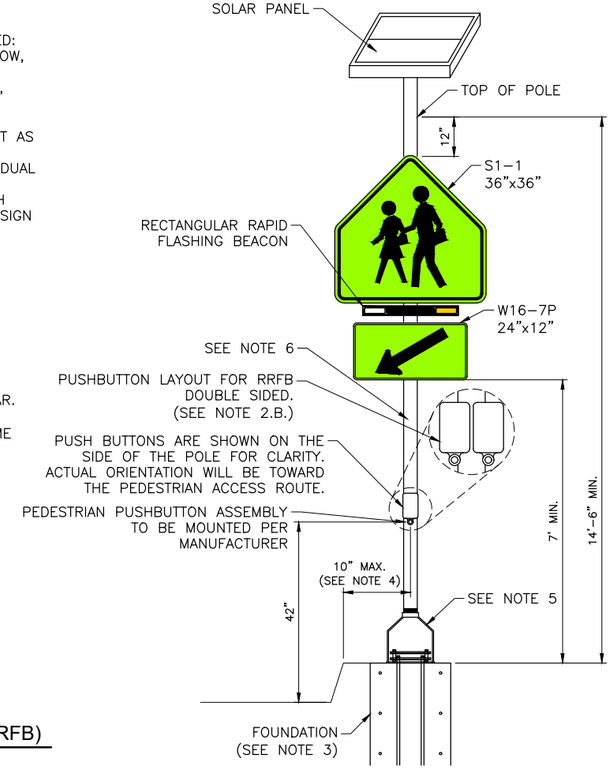
F1 CROSSWALK DETAIL
SCALE:N.T.S.



G1 SKIP STRIPE DETAIL
SCALE:N.T.S.

GENERAL NOTES:
1. RECTANGULAR RAPID FLASHING BEACON (RRFB) – SINGLE SIDED:
– JSF TECHNOLOGIES SINGLE RRFB BAR, AB-9702-20W-YELLOW, TELL-TALE LED
– SINGLE POLARA INX AUDIBLE PUSH BUTTON INX9WN0-Y-BD, 9"X12" INSTRUCTIONAL SIGN
2. FOR RRFB'S PLACED IN THE SPLITTER ISLAND AND CALLED OUT AS RRFB – DOUBLE SIDED:
A. DUAL RRFB BAR, AB-9704-40W-YELLOW, TELL-TALE LED, DUAL CONTROLLER WILL OPERATE EACH RRFB BARS INDEPENDENTLY
B. PEDESTRIAN PUSH BUTTON, TWO POLARA INX AUDIBLE PUSH INX9WN0-Y-BD PLACE SIDE-BY-SIDE, 9"X12" INSTRUCTIONAL SIGN (ONE LEFT AND ONE RIGHT FOR EACH CROSSING).
C. PLACE TWO W11-2 SIGNS BACK-TO-BACK
D. PLACE TWO W16-7P SIGNS BACK-TO-BACK
3. FOUNDATION:
– 2'-0" DIAMETER
– 5'-0" DIAMETER
– REINFORCING STEEL HOOPS (EVENLY SPACED) – 4 #4 REBAR
– VERTICAL REINFORCING STEEL – 6 #4 REBAR
– MIN. 3" CLEARANCE FROM EDGE OF CONCRETE TO REBAR.
4. PUSHBUTTON EXTENSIONS (YELLOW) MAY BE REQUIRED IN SOME LOCATIONS.
5. ALUMINUM FRANGIBLE PEDESTRIAN BREAK-AWAY BASE.
6. 4"X14', 4.5" OD, SCHEDULE 40 STEEL PIPE

pushbuttons to meet accessibility requirements of ADA



K1 RAPID RECTANGULAR FLASHING BEACON (RRFB)
SCALE:N.T.S.

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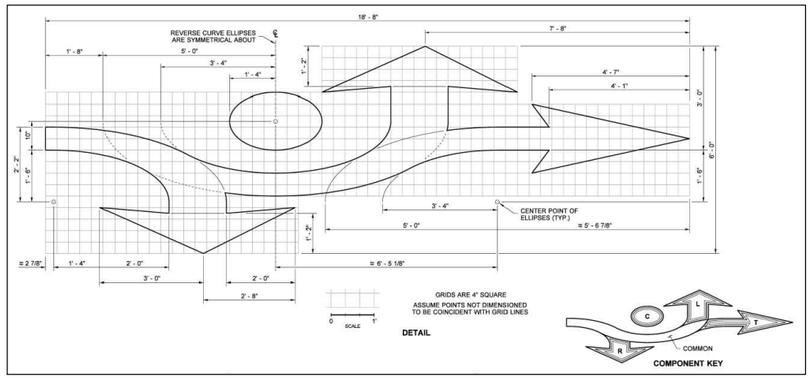
DRAWING:
C-409
SHEET: 40 OF 67

Plot Date:2/11/2022 10:32 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-50X-1.DWG



H1 ROUNDABOUT TRAFFIC ARROW MARKINGS
SCALE:N.T.S.

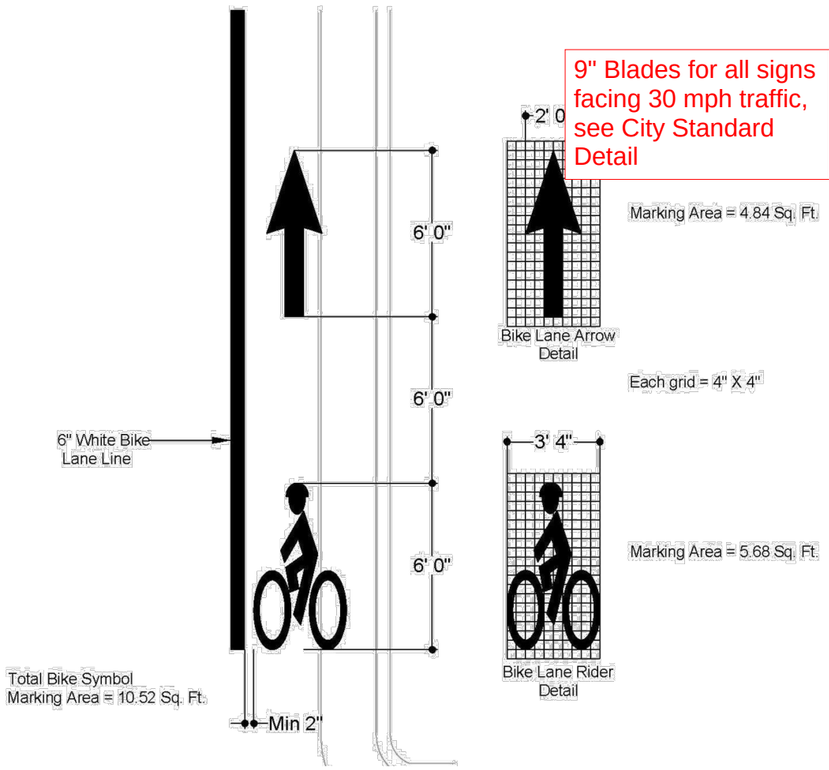
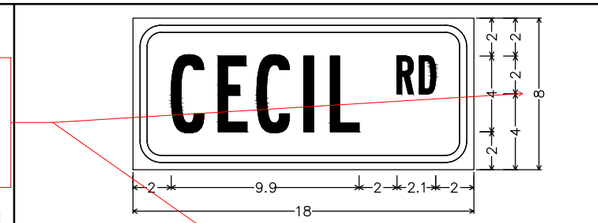
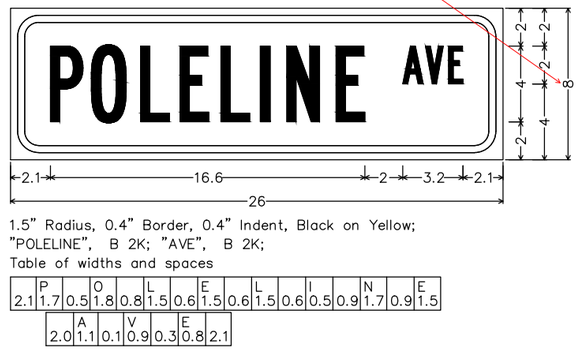


FIGURE 9C–3. WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS FOR BICYCLE LANES

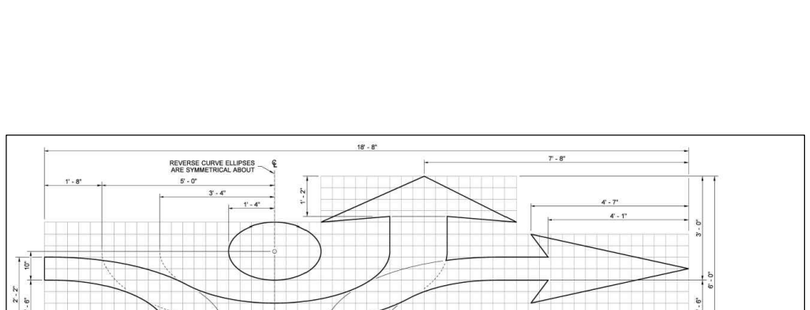
J1 BICYCLE LANE PAVEMENT MARKINGS
SCALE:N.T.S.



W16–8 "CECIL RD" SIGN



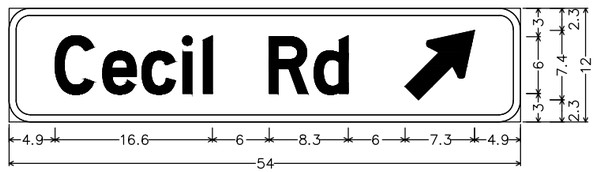
W16–8 "POLELINE AVE" SIGN



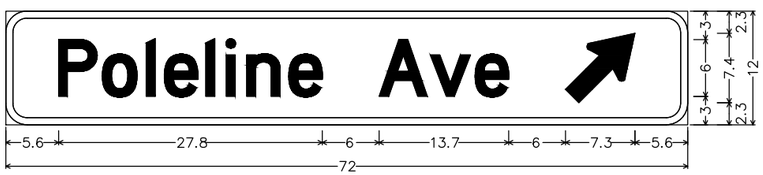
NOTES:

1. TYPE II BARRICADE SHALL BE UTILIZED AS INDICATED ON THE PLANS, AT THE TERMINUS POINTS OF SIDEWALKS AND TRAILS.
2. TYPE II BARRICADES SHALL CONFORM WITH THE STANDARD CONSTRUCTION REQUIREMENTS OF THE TYPE III BARRICADE FOR MATERIALS.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	CLASS II TERMINUS BARRICADE	NO. SD 2024



D1 "CECIL RD" SIGN



D1 "POLELINE AVE" SIGN

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

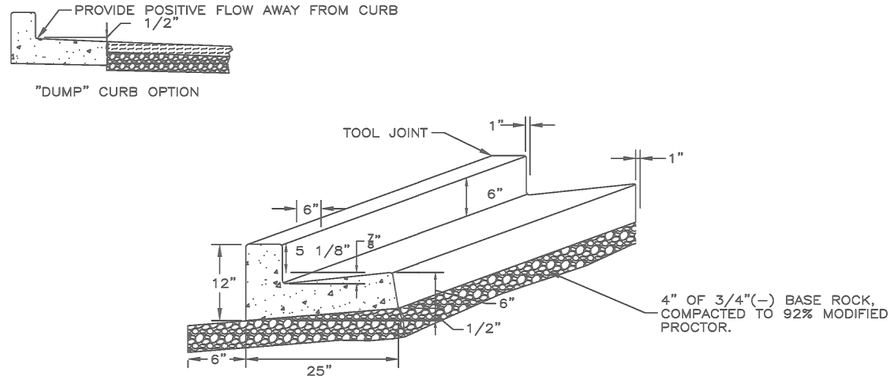
POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

SIGNING AND PAVEMENT MARKING DETAILS

FILE : 07-21-055_C-50X-1
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING: C-410
SHEET: 41 OF 67

Plot Date:2/11/2022 10:33 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-50X-1.DWG

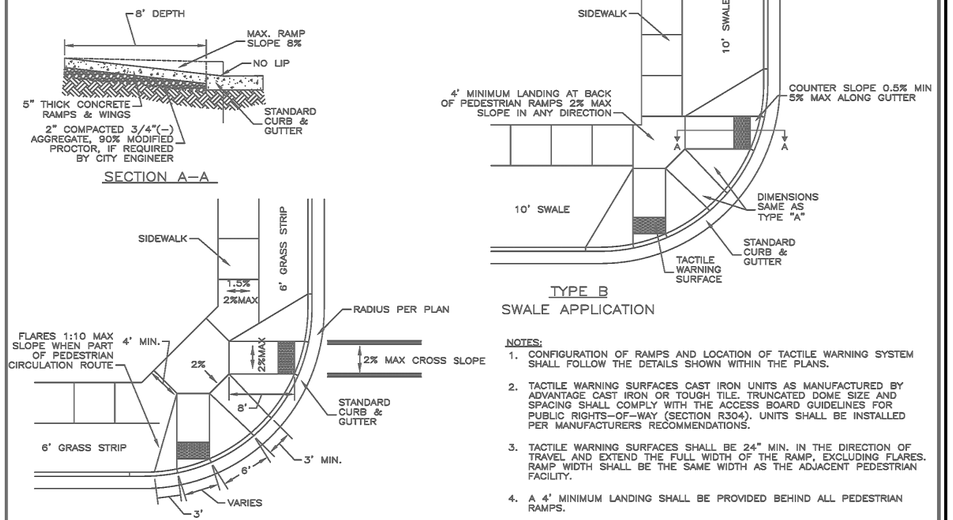


NOTES:

1. WHEN EXISTING CURB IS REMOVED, CARE SHALL BE TAKEN NOT TO DISTURB EXISTING PAVEMENT.
2. A BROOM FINISH IS REQUIRED.
3. FELT EXPANSION JOINTS ARE REQUIRED AT CURB RETURNS, COLD JOINTS AND CATCH BASINS. WEAKENED PLANE JOINTS ARE REQUIRED EVERY TEN FEET AND SHALL ALIGN WITH SIDEWALK JOINTS.
4. FILLET ALL EXPOSED CORNERS WITH A RADIUS OF 1/2"

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 8/5/19 DATE:	STANDARD CURB AND GUTTER	NO. SD 2010

A1 STANDARD CURB AND GUTTER
SCALE:N.T.S.

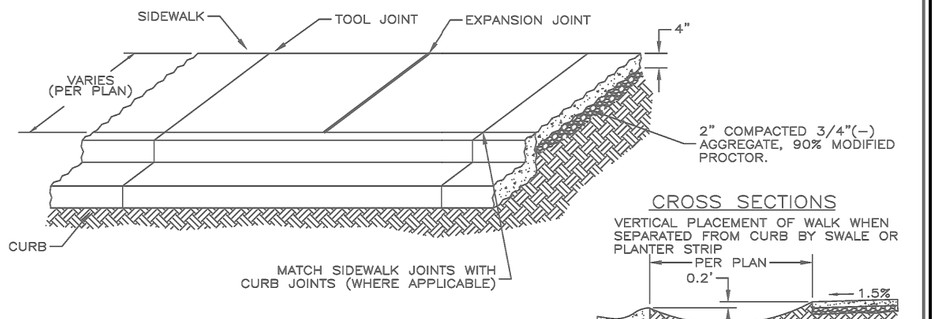


NOTES:

1. CONFIGURATION OF RAMPS AND LOCATION OF TACTILE WARNING SYSTEM SHALL FOLLOW THE DETAILS SHOWN WITHIN THE PLANS.
2. TACTILE WARNING SURFACES CAST IRON UNITS AS MANUFACTURED BY ADVANTAGE CAST IRON OR TOUGH TILE. TRUNCATED DOME SIZE AND SPACING SHALL COMPLY WITH THE ACCESS BOARD GUIDELINES FOR PUBLIC RIGHTS–OF–WAY (SECTION R304). UNITS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
3. TACTILE WARNING SURFACES SHALL BE 24" MIN. IN THE DIRECTION OF TRAVEL AND EXTEND THE FULL WIDTH OF THE RAMP, EXCLUDING FLARES. RAMP WIDTH SHALL BE THE SAME WIDTH AS THE ADJACENT PEDESTRIAN FACILITY.
4. A 4' MINIMUM LANDING SHALL BE PROVIDED BEHIND ALL PEDESTRIAN RAMPS.
5. ALL WORK SHALL COMPLY WITH THE ACCESS BOARD GUIDELINES FOR PUBLIC RIGHTS–OF–WAY (SECTION R304). NO WORK OUTSIDE OF THE DESIGN TOLERANCES, CONTAINED IN SAID GUIDELINES, WILL BE EXCEPTED. MAXIMUM AND MINIMUM VALUES ARE ABSOLUTE
6. THE CENTERLINE OF A RAMP SHALL BE GENERALLY ALIGNED TO DIRECT THE USER OF A RAMP TO THE RECEIVING RAMP.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	PEDESTRIAN RAMPS	NO. SD 2013

C1 PEDESTRIAN RAMPS
SCALE:N.T.S.

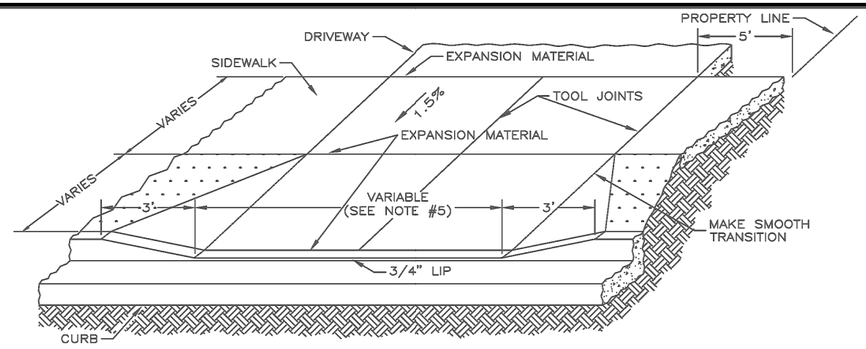


NOTES:

1. TOOL JOINTS SHALL BE PLACED EVERY 5 FEET AND MATCH CURB JOINTS.
2. EXPANSION JOINTS SHALL BE PLACED EVERY 20 FEET AND AT COLD JOINTS WITH FELT EXPANSION MATERIAL EXTENDING THE FULL SIDEWALK DEPTH.
3. EXPANSION MATERIAL IS REQUIRED BETWEEN A DRIVEWAY SLAB AND THE WALK. IT IS ALSO REQUIRED BETWEEN THE SIDEWALK AND THE DRIVE APPROACH. EXPANSION MATERIAL SHALL EXTEND THE FULL DEPTH OF THE WALK.
4. SIDEWALK SHALL SLOPE TOWARDS THE CURB AT 1.5%.
5. SIDEWALK SHALL BE 4" THICK EXCEPT WHEN HAND FORMED AS PART OF A DRIVEWAY WHERE IT SHALL BE 5–1/2" THICK.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	SIDEWALK DETAIL	NO. SD 2012

B1 SIDEWALK DETAIL
SCALE:N.T.S.



NOTES:

1. A 5–1/2" THICK CONCRETE DRIVE APPROACH SHALL BE CONSTRUCTED ON 2" OF COMPACTED 3/4"(–) AGGREGATE AND SUBGRADE COMPACTED TO 92% OF MODIFIED PROCTOR.
2. TOOL JOINTS SHALL BE PLACED EVERY 5 FEET.
3. EXPANSION MATERIAL IS REQUIRED BETWEEN THE DRIVEWAY SLAB AND WALK AND SHALL EXTEND THE FULL DEPTH.
4. SIDEWALK SHALL BE A MINIMUM OF 4" THICK EXCEPT WHEN HAND FORMED AS PART OF A DRIVEWAY WHERE IT SHALL BE A MINIMUM OF 5–1/2" THICK.
5. MAXIMUM APPROACH WIDTHS FOR RESIDENTIAL DRIVES ARE: 16'–SINGLE, 22'–DOUBLE, AND 32'–TRIPLE. APPROACH WIDTH IS EXCLUSIVE OF THE WINGS AND THE APPROACH SHALL BE LOCATED NO CLOSER THAN 5' TO THE PROPERTY LINE.
6. COMMERCIAL DRIVES ARE ALLOWED A MINIMUM WIDTH OF 24' AND A MAXIMUM WIDTH OF 40' (NOT TO EXCEED 40% OF THE LOT WIDTH).
7. THE APPROACH SHALL BE LOCATED NO CLOSER THAN 5' TO THE PROPERTY LINE.
8. ~~SIDEWALK SHALL SLOPE 1.5% TOWARD THE ROAD.~~

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	DRIVEWAY APPROACH - TYPE B	NO. SD 2015

D1 DRIVEWAY APPROACH - TYPE B
SCALE:N.T.S.

J-U-B ENGINEERS, INC.
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7825 Meadowlark Way
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NO.	DESCRIPTION	BY (APP.)	DATE
	REVISION		

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

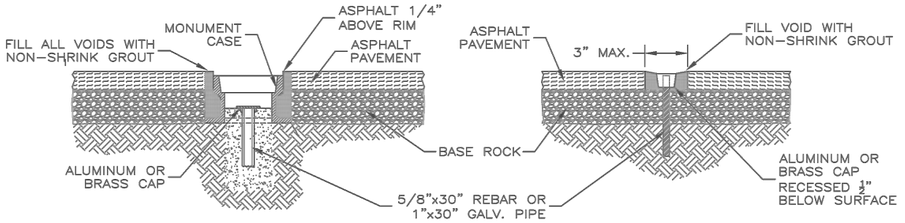
DETAILS

FILE : 07-21-055_C-50X
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-501

SHEET: 42 OF 67

Plot Date:2/11/2022 10:33 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVEACECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-50X.DWG

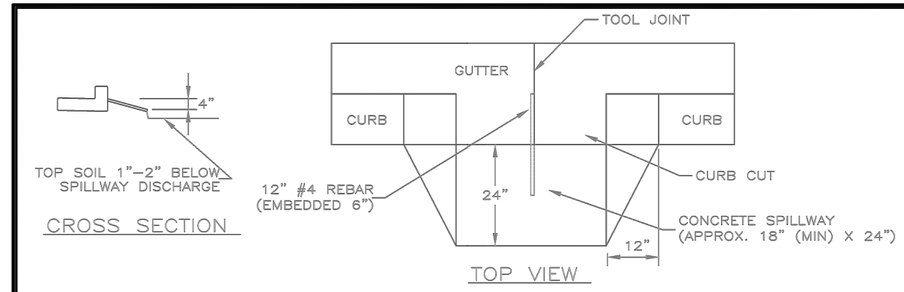


NOTES:

1. SURVEY MONUMENTS SHALL BE PLACED IN ACCORDANCE WITH IDAPA 50-1303, AND UTILIZE A BRASS, ALUMINUM, OR OTHER NONFERROUS METAL CAP.
2. MONUMENT CASINGS SHALL BE UTILIZED FOR ALL GOVERNMENT SECTION CORNERS WITHIN THE ROADWAY OR SURVEY MONUMENTS LOCATED WITHIN COLLECTOR OR ARTERIAL ROADWAYS.
3. ASPHALT PAVEMENT SHALL BE CORED WITH A HOLE DIAMETER EQUAL TO THE LARGEST DIAMETER OF THE MONUMENT CASE. ALL VOIDS SHALL BE FILLED WITH NON-SHRINK GROUT.
4. MONUMENT CASE CASTINGS SHALL BE GREY IRON, ASTM A-48, CLASS 25.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	SURVEY MONUMENT DETAIL	NO. SD 2022

E1 SURVEY MONUMENT DETAIL
SCALE:N.T.S.

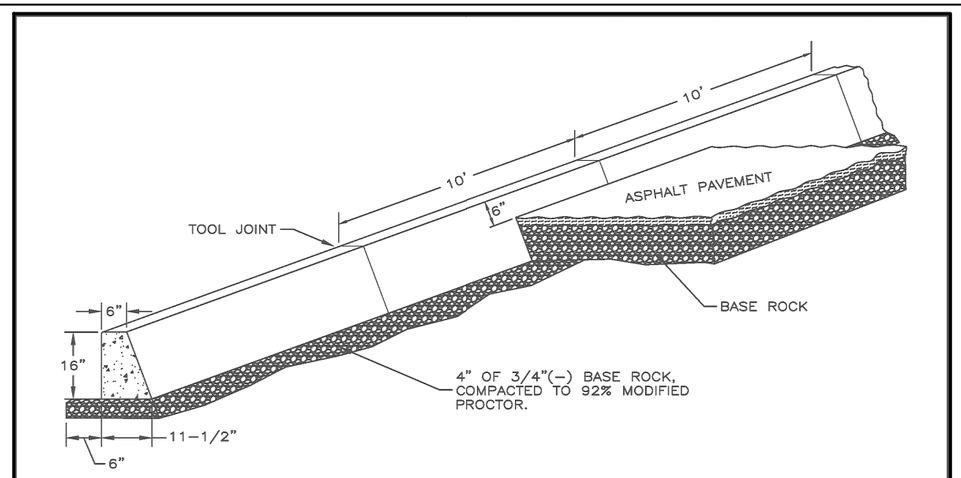


NOTES:

1. CONCRETE SPILLWAYS SHALL BE CONSTRUCTED WITH A 4-INCH DROP OR AT THE SLOPE OF ADJACENT GROUND, WHICHEVER IS GREATER.
2. CURB OPENINGS GREATER THAN 18" MAY BE REQUIRED IN CERTAIN APPLICATIONS AND THE APPROPRIATE OPENING DIMENSION SHALL BE PROVIDED AS INDICATED ON THE PLAN DRAWINGS.
3. AT THE SPILLWAY DISCHARGE, THE FINISHED ELEVATION OF DRESSED TOPSOIL SHALL BE 1"-2" BELOW THE SPILLWAY DISCHARGE TO ACCOMODATE SOD GROWTH.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	DRAINAGE CURB CUT	NO. SD 603

G1 DRAINAGE CURB CUT
SCALE:N.T.S.

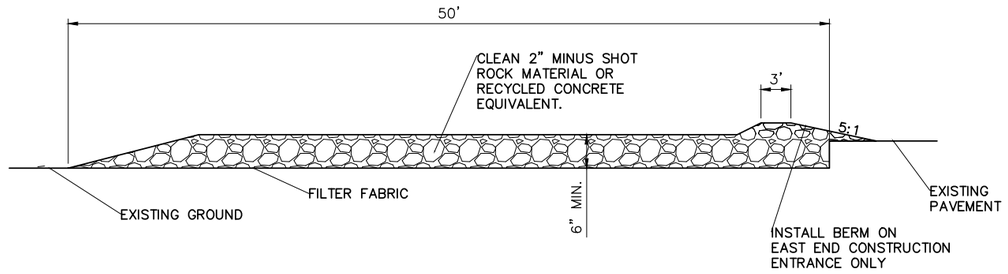


NOTES:

1. WHEN EXISTING CURB IS REMOVED, CARE SHALL BE TAKEN NOT TO DISTURB EXISTING PAVEMENT.
2. A BROOM FINISH IS REQUIRED.
3. FELT EXPANSION JOINTS ARE REQUIRED IN CURB AT RETURNS AND CATCH BASINS. WEAKENED PLANE JOINTS ARE REQUIRED EVERY TEN FEET.
4. FILLET ALL EXPOSED CORNERS WITH A RADIUS OF 1/2"

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	STANDARD STRAIGHT CURB	NO. SD 2009

F1 STANDARD STRAIGHT CURB
SCALE:N.T.S.



NOTE:
1. INSTALL ALONG ENTIRE ENTRANCE.
2. MAINTAIN THE ENTRANCE IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO EXISTING ASPHALT. ALL SEDIMENT TRACKED ONTO EXISTING ASPHALT MUST BE REMOVED IMMEDIATELY.
3. INSPECT AND MAINTAIN IN ACCORDANCE WITH SWPPP.

H1 STABILIZED CONSTRUCTION ENTRANCE
SCALE:N.T.S.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

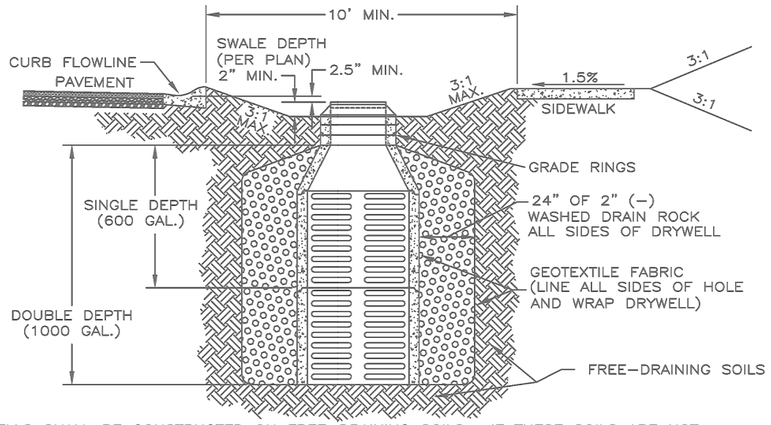
DETAILS

FILE : 07-21-055_C-50X
JUB PROJ. #: 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-502

SHEET: 43 OF 67

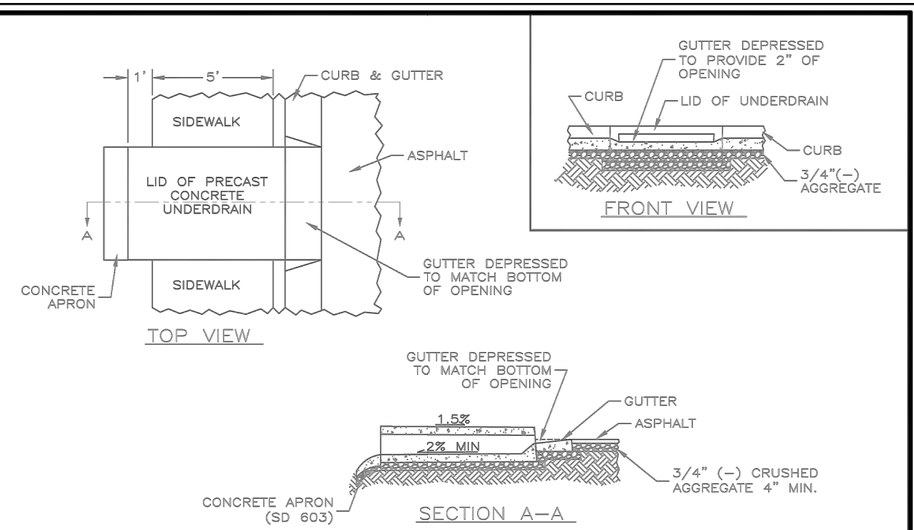
Plot Date:2/11/2022 10:33 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-50X.DWG



1. DRYWELLS SHALL BE CONSTRUCTED ON FREE–DRAINING SOILS. IF THESE SOILS ARE NOT PRESENT, A PERCOLATION TEST SHALL BE CONDUCTED TO VERIFY DESIGN CAPACITY.
2. FINISHED SWALE DEPTHS SHALL BE CONSTRUCTED AS SHOWN ON THE APPROVED PLANS. IN NO INSTANCE SHALL THE SWALE DEPTH BE LESS THAN 2" OR GREATER THAN 6" IN RESIDENTIAL AREAS OR GREATER THAN 8" IN COMMERCIAL AREAS.
3. SWALES MAY ALTERNATELY BE LOCATED BEHIND THE SIDEWALK WHEN SIDEWALK UNDERDRAINS ARE PROVIDED.
4. DRYWELLS SHALL BE LOCATED AT LEAST 3 FT. FROM THE NEAREST CURB CUT.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	TYPICAL GRASSY SWALE WITH DRYWELL DETAIL	NO. SD 601

I1 TYPICAL GRASSY SWALE WITH DRYWELL
SCALE:N.T.S.

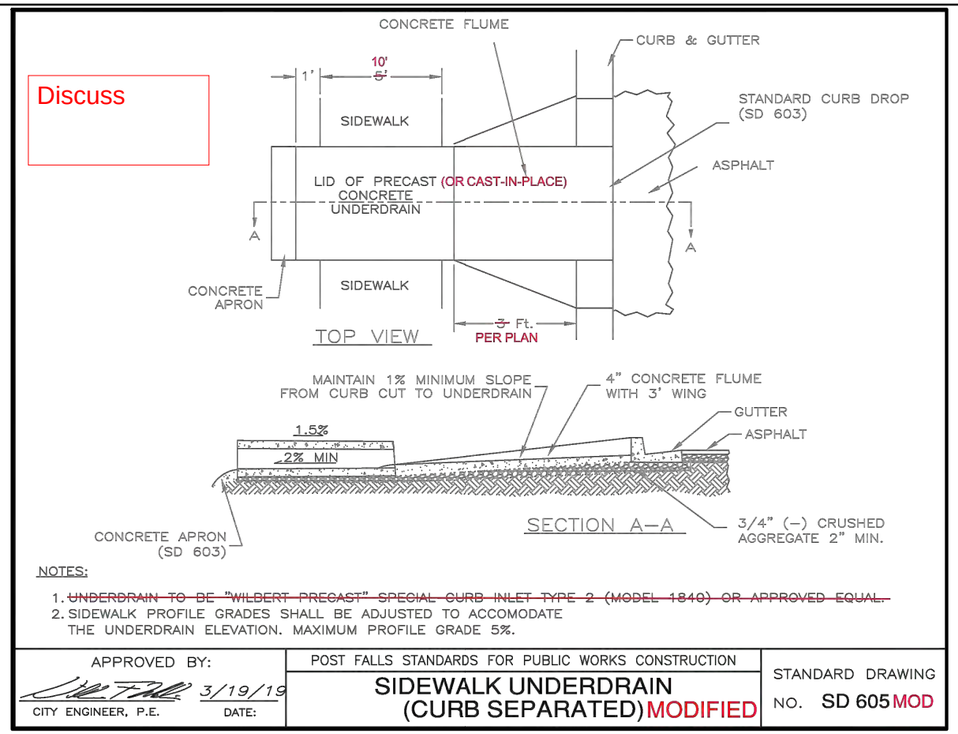


NOTES:

1. UNDERDRAIN TO BE "WILBERT PRECAST" SPECIAL CURB INLET TYPE 2 (MODEL 1840) OR APPROVED EQUAL.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	SIDEWALK UNDERDRAIN (PRECAST)	NO. SD 604

K1 SIDEWALK UNDERDRAIN (PRECAST)
SCALE:N.T.S.

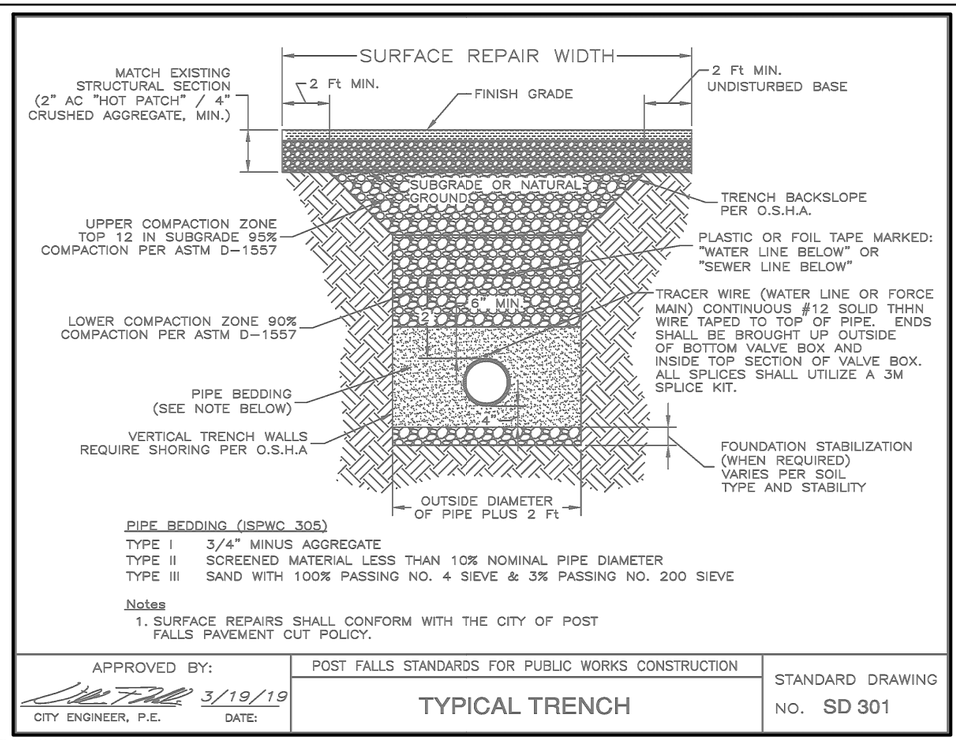


NOTES:

1. ~~UNDERDRAIN TO BE "WILBERT PRECAST" SPECIAL CURB INLET TYPE 2 (MODEL 1840) OR APPROVED EQUAL.~~
2. SIDEWALK PROFILE GRADES SHALL BE ADJUSTED TO ACCOMODATE THE UNDERDRAIN ELEVATION. MAXIMUM PROFILE GRADE 5%.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	SIDEWALK UNDERDRAIN (CURB SEPARATED) MODIFIED	NO. SD 605 MOD

J1 SIDEWALK UNDERDRAIN (CURB SEPARATED) MODIFIED
SCALE:N.T.S.



PIPE BEDDING (ISPWC 305)

TYPE I	3/4" MINUS AGGREGATE
TYPE II	SCREENED MATERIAL LESS THAN 10% NOMINAL PIPE DIAMETER
TYPE III	SAND WITH 100% PASSING NO. 4 SIEVE & 3% PASSING NO. 200 SIEVE

Notes

1. SURFACE REPAIRS SHALL CONFORM WITH THE CITY OF POST FALLS PAVEMENT CUT POLICY.

APPROVED BY:	POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION	STANDARD DRAWING
CITY ENGINEER, P.E. 3/19/19 DATE:	TYPICAL TRENCH	NO. SD 301

L1 TYPICAL TRENCH
SCALE:N.T.S.

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

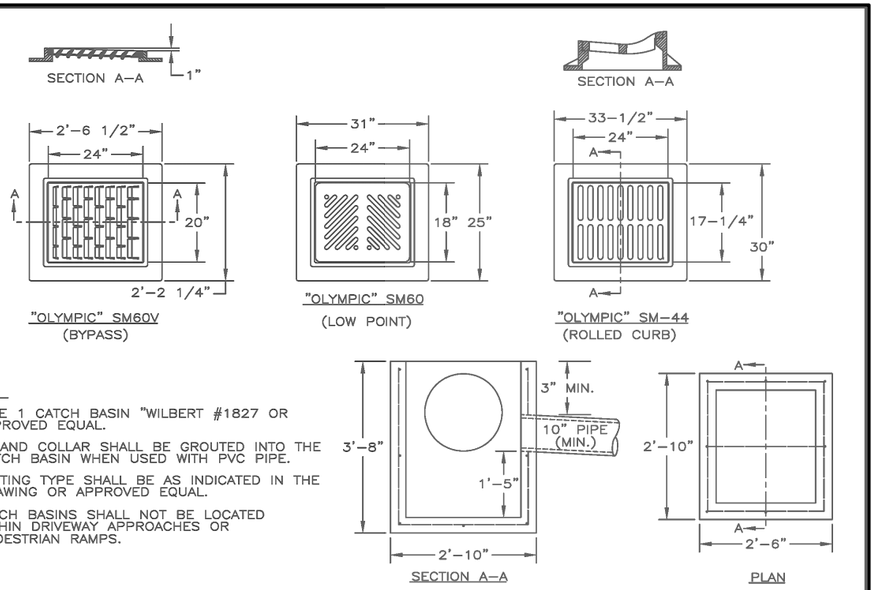
DETAILS

FILE : 07-21-055_C-50X
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

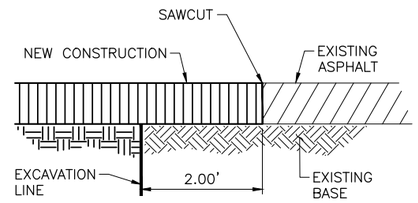
DRAWING:
C-503

SHEET: 44 OF 67

Plot Date:2/11/2022 10:33 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POST FALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CEC2L_POLELINE\07-21-055_C-50X.DWG

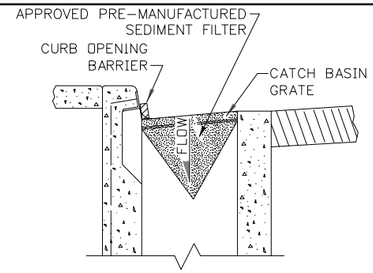


M1 TYPE 1 CATCH BASIN AND GRATE
SCALE:N.T.S.

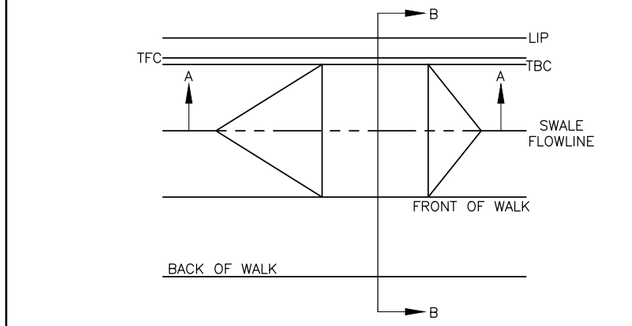


NOTES:
SAWCUTS ARE REQUIRED FOR PLANT MIX.

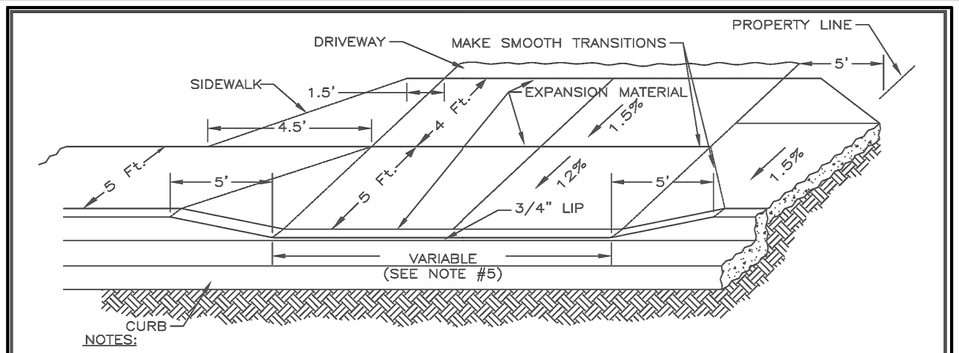
N1 SAWCUT DETAIL
SCALE:N.T.S.



O1 INLET PROTECTION
SCALE:N.T.S.



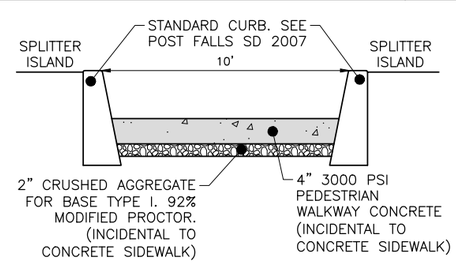
P1 EARTH BERM
SCALE:N.T.S.



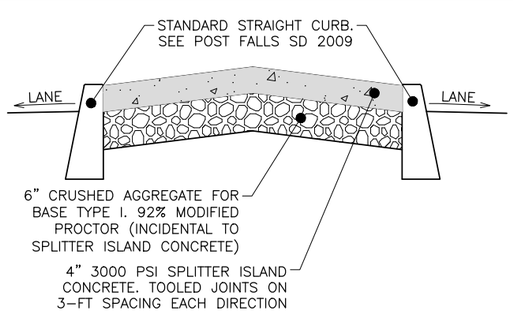
NOTES:
1. A 5–1/2" THICK CONCRETE DRIVE APPROACH SHALL BE CONSTRUCTED ON 2" OF COMPACTED 3/4"(–) AGGREGATE AND SUBGRADE COMPACTED TO 92% OF MODIFIED PROCTOR.
2. TOOL JOINTS SHALL BE PLACED EVERY 5 FEET.
3. EXPANSION MATERIAL IS REQUIRED BETWEEN THE DRIVEWAY SLAB AND WALK AND SHALL EXTEND THE FULL DEPTH.
4. SIDEWALK SHALL BE A MINIMUM OF 4" THICK EXCEPT WHEN HAND FORMED AS PART OF A DRIVEWAY WHERE IT SHALL BE A MINIMUM OF 5–1/2" THICK.
5. MAXIMUM APPROACH WIDTHS FOR RESIDENTIAL DRIVES ARE: 16'–SINGLE, 22'–DOUBLE, AND 32'–TRIPLE. APPROACH WIDTH IS EXCLUSIVE OF THE WINGS AND THE APPROACH SHALL BE LOCATED NO CLOSER THAN 5' TO THE PROPERTY LINE.
6. COMMERCIAL DRIVES ARE ALLOWED A MINIMUM WIDTH OF 24' AND A MAXIMUM WIDTH OF 40' (NOT TO EXCEED 40% OF THE LOT WIDTH).
7. APPROACHES SHALL BE LOCATED NO CLOSER THAN 5' TO THE PROPERTY LINE.
8. SIDEWALK SHALL SLOPE 1.5% TOWARD ROAD.

APPROVED BY:
CITY ENGINEER, P.E.
3/19/19
DATE:
POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION
DRIVEWAY APPROACH - TYPE A
STANDARD DRAWING
NO. SD 2014

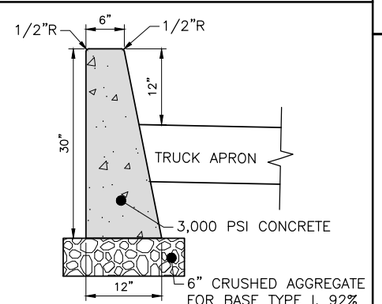
Q1 DRIVEWAY APPROACH - TYPE A
SCALE:N.T.S.



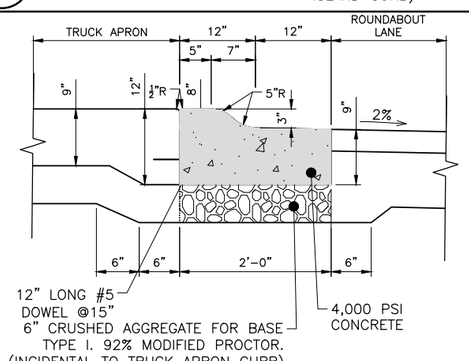
R1 CONCRETE PEDESTRIAN WALKWAY
SCALE:N.T.S.



S1 TYPICAL SPLITTER ISLAND SECTION
SCALE:N.T.S.



T1 CENTRAL ISLAND CURB
SCALE:N.T.S.



U1 TRUCK APRON CURB
SCALE:N.T.S.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
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Phone: 208.762.8787
www.jub.com

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NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

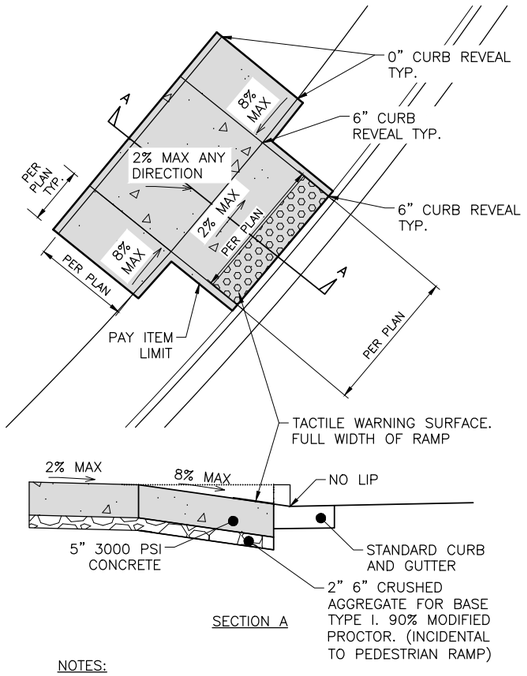
DETAILS

FILE : 07-21-055_C-50X
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-504

SHEET: 45 OF 67

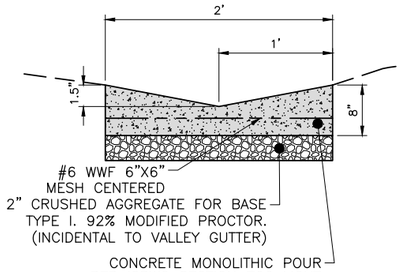
Plot Date:2/11/2022 10:33 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL POLELINE\07-21-055_C-50X.DWG



NOTES:

1. SEE POST FALLS SD 2013 FOR ADDITIONAL NOTES.
2. PLAN VIEW CONCRETE HATCHED AREA IS THE PAY LIMIT. CURB AND GUTTER PAID SEPARATELY.

V1 PEDESTRIAN RAMP
SCALE:N.T.S.



W1 CONCRETE VALLEY GUTTER
SCALE:N.T.S.

GENERAL NOTE (THIS SHEET)

GRAY HATCHING IN PLAN VIEWS DEPICT LIMITS OF MEASUREMENT FOR PAY ITEMS.

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

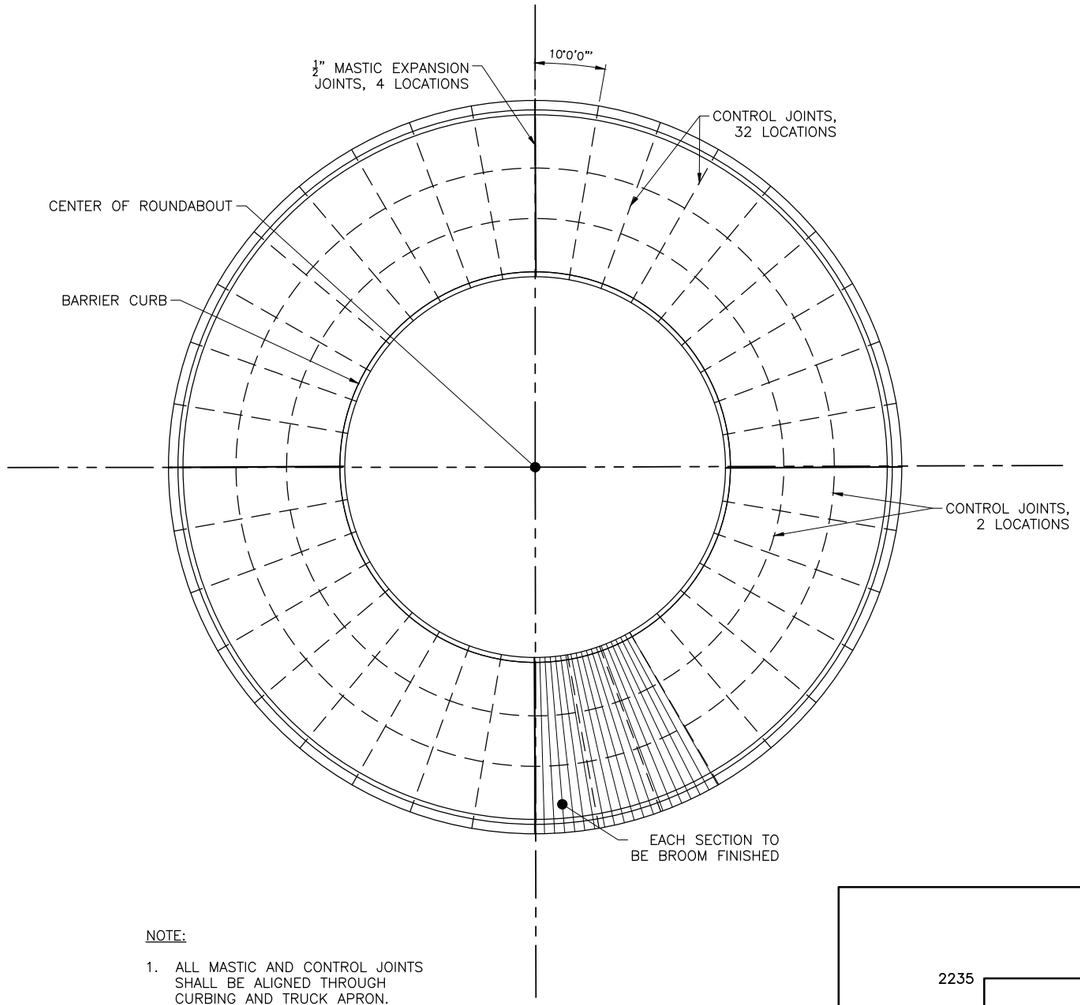
DETAILS

FILE : 07-21-055_C-50X
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-505

SHEET: 46 OF 67

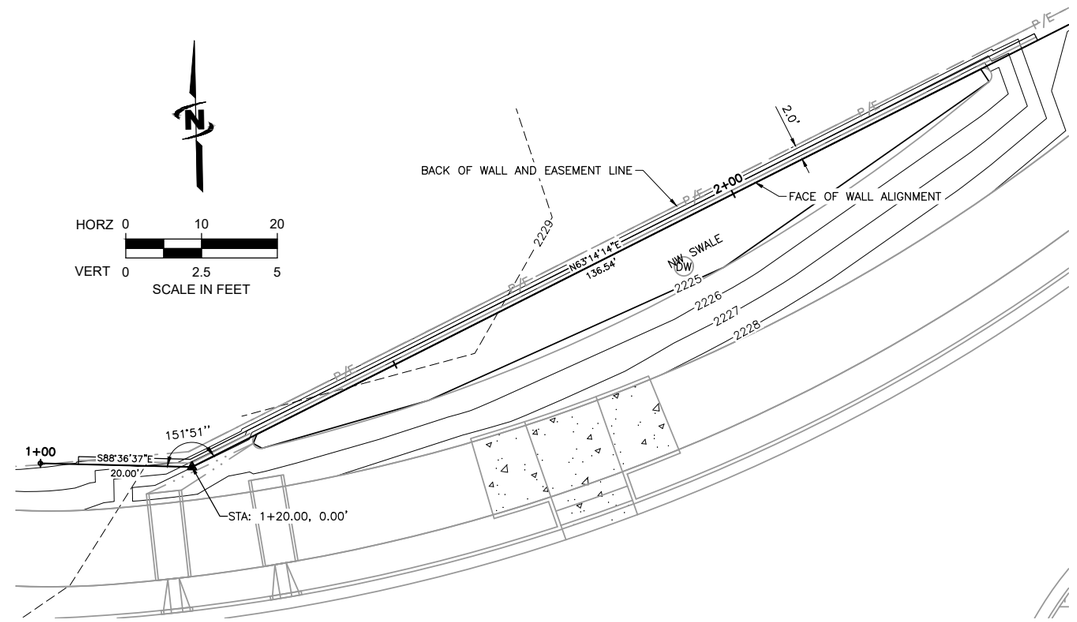
Plot Date:2/11/2022 10:33 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-50X.DWG

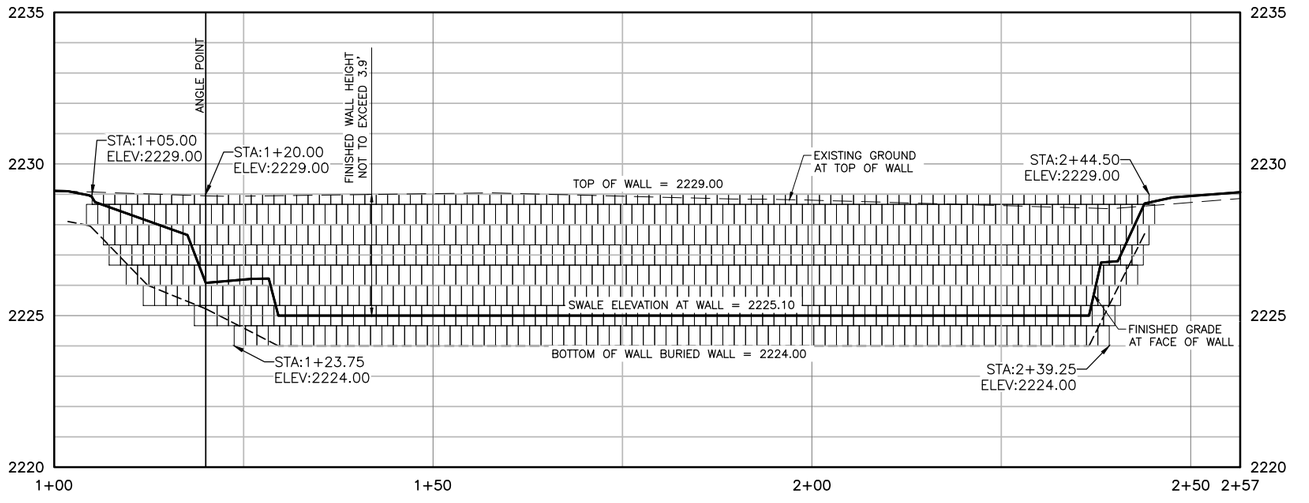


NOTE:

1. ALL MASTIC AND CONTROL JOINTS SHALL BE ALIGNED THROUGH CURBING AND TRUCK APRON.
2. SEE TYPICAL SECTION FOR REBAR LAYOUT.

X1 CENTRAL ISLAND JOINT DETAIL
SCALE:N.T.S.





Y1 RETAINING WALL LAYOUT
SEE SCALE

J-U-B ENGINEERS, INC.
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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

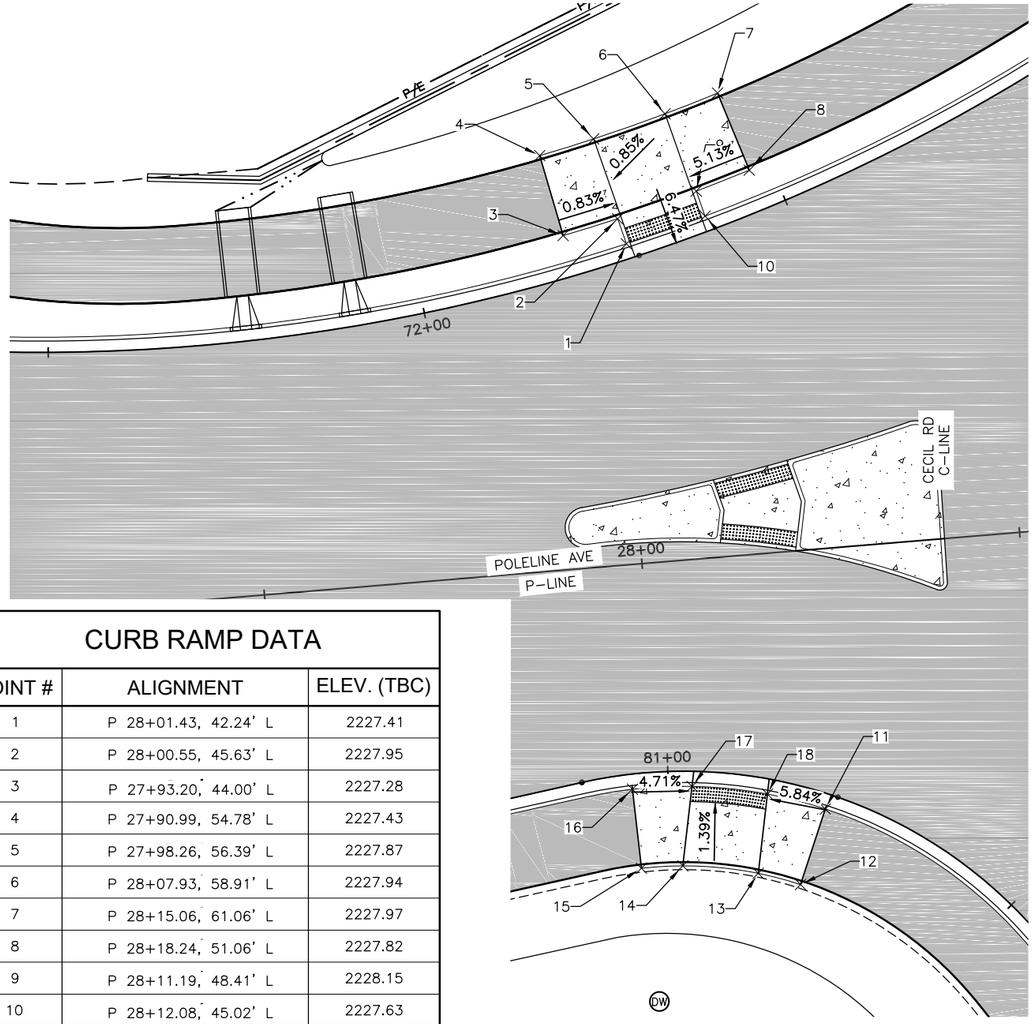
DETAILS

FILE : 07-21-055_C-50X
JUB PROJ. # :07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-506

SHEET: 47 OF 67

Plot Date:2/11/2022 10:33 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-50X.DWG



CURB RAMP DATA

POINT #	ALIGNMENT	ELEV. (TBC)
1	P 28+01.43, 42.24' L	2227.41
2	P 28+00.55, 45.63' L	2227.95
3	P 27+93.20, 44.00' L	2227.28
4	P 27+90.99, 54.78' L	2227.43
5	P 27+98.26, 56.39' L	2227.87
6	P 28+07.93, 58.91' L	2227.94
7	P 28+15.06, 61.06' L	2227.97
8	P 28+18.24, 51.06' L	2227.82
9	P 28+11.19, 48.41' L	2228.15
10	P 28+12.08, 45.02' L	2227.63
11	P 28+21.44, 34.26' R	2226.59
12	P 28+17.35, 43.93' R	2226.85
13	P 28+11.91, 41.99' R	2226.66
14	P 28+02.08, 40.19' R	2226.65
15	P 27+96.61, 40.05' R	2226.47
16	P 27+96.28, 29.56' R	2226.32
17	P 28+04.15, 29.83' R	2225.96
18	P 28+13.99, 31.67' R	2226.13

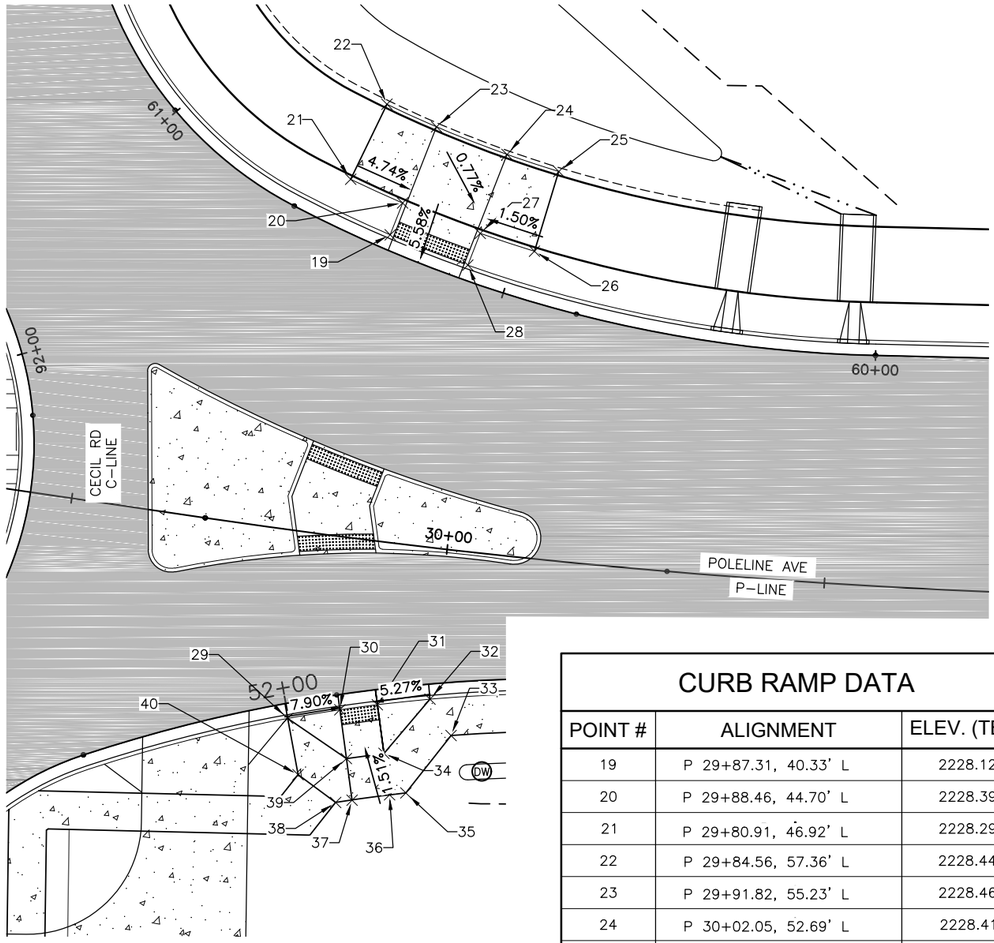
NOTES:

FOC – FACE OF CURB
TBC – TOP BACK CURB
TBR – TOP BACK RAMP
BSW – BACK SIDEWALK

DETECTABLE WARNING PATTERN

0 10 20
SCALE IN FEET

1 ADA RAMP DETAILS
SCALE:AS NOTED



CURB RAMP DATA

POINT #	ALIGNMENT	ELEV. (TBC)
19	P 29+87.31, 40.33' L	2228.12
20	P 29+88.46, 44.70' L	2228.39
21	P 29+80.91, 46.92' L	2228.29
22	P 29+84.56, 57.36' L	2228.44
23	P 29+91.82, 55.23' L	2228.46
24	P 30+02.05, 52.69' L	2228.41
25	P 30+09.46, 51.19' L	2228.00
26	P 30+07.29, 40.39' L	2227.85
27	P 29+99.59, 41.94' L	2228.23
28	P 29+98.40, 37.59' L	2227.94
29	P 29+82.07, 24.70' R	2227.40
30	P 29+88.60, 22.69' R	2226.85
31	P 29+93.33, 21.42' R	2226.79
32	P 30+00.00, 19.89' R	2227.17
33	P 30+03.24, 24.33' R	2227.23
34	P 29+94.92, 27.71' R	2227.28
35	P 29+98.30, 32.54' R	2227.32
36	P 29+96.26, 33.04' R	2227.36
37	P 29+91.59, 34.33' R	2227.34
38	P 29+89.54, 34.89' R	2227.44
39	P 29+90.22, 28.97' R	2227.27
40	P 29+81.39, 30.20' R	2227.43

0 10 20
SCALE IN FEET

2 ADA RAMP DETAILS
SCALE:AS NOTED

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PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
IN ACCEPTANCE OF THESE DRAWINGS, COPYRIGHT AND
J-U-B SHALL RETAIN ALL COMMON LAW STATUTORY
OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME
SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT.
ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS
SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

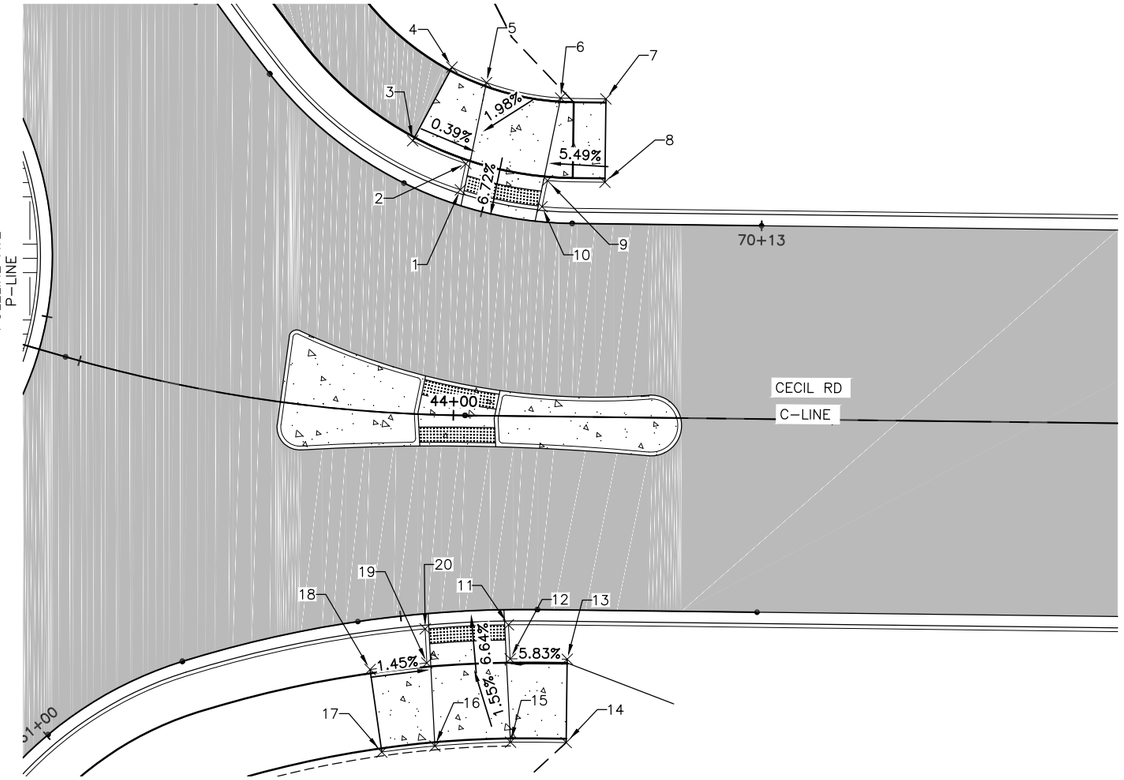
PAVING DETAILS

FILE : 07-21-055_PD1
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-507

SHEET: 48 OF 67

Plot Date:2/11/2022 10:33 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_PD1.DWG



CURB RAMP DATA

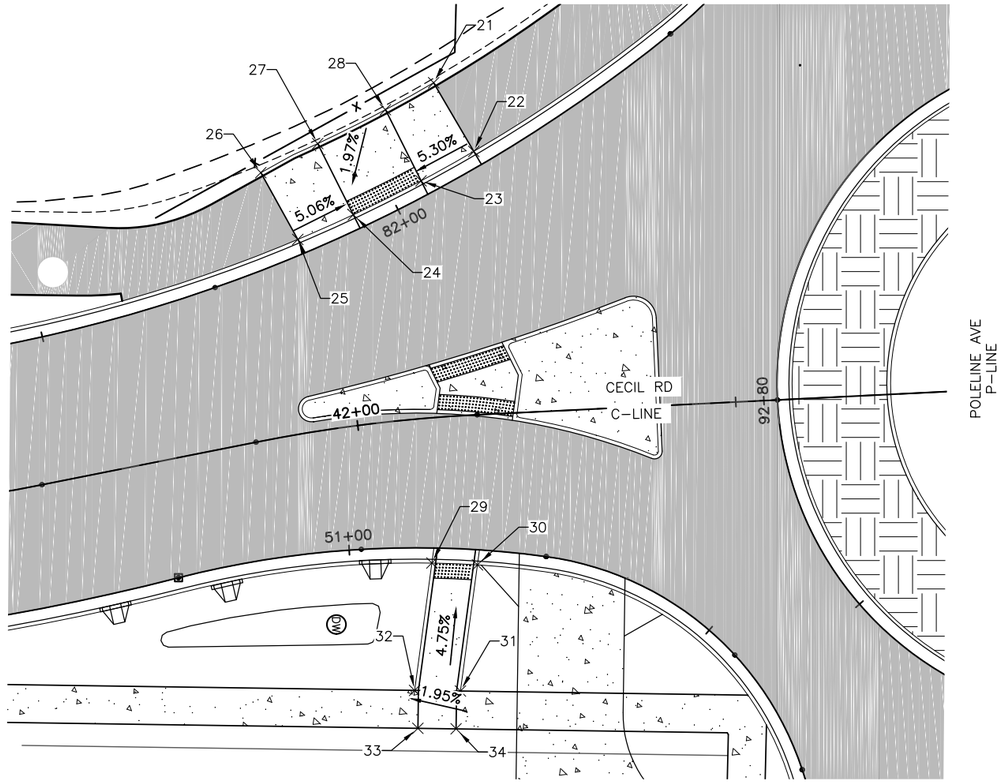
POINT #	ALIGNMENT	ELEV. (TBC)
1	C 44+00.39, 29.77' L	2229.66
2	C 44+01.18, 33.23' L	2229.98
3	C 43+92.58, 36.00' L	2229.53
4	C 43+98.58, 45.91' L	2229.68
5	C 44+03.84, 43.96' L	2230.17
6	C 44+13.65, 42.04' L	2230.28
7	C 44+19.62, 42.00' L	2230.23
8	C 44+19.62, 31.00' L	2230.08
9	C 44+12.03, 31.12' L	2230.13
10	C 44+11.36, 27.66' L	2229.88
11	C 44+07.59, 27.55' R	2229.59
12	C 44+07.87, 32.04' R	2230.11
13	C 44+15.40, 32.00' R	2229.84
14	C 44+15.40, 43.00' R	2229.99
15	C 44+08.04, 43.04' R	2230.03
16	C 43+98.70, 43.69' R	2229.99
17	C 43+92.99, 44.77' R	2229.50
18	C 43+91.17, 33.99' R	2229.35
19	C 43+97.55, 32.77' R	2229.95
20	C 43+97.22, 28.29' R	2229.42

NOTES:

FOC – FACE OF CURB
TBC – TOP BACK CURB
TBR – TOP BACK RAMP
BSW – BACK SIDEWALK
DETECTABLE WARNING PATTERN

0 10 20
SCALE IN FEET

1 ADA RAMP DETAILS
SCALE:AS NOTED



CURB RAMP DATA

POINT #	ALIGNMENT	ELEV. (TBC)
	C 42+12.90, 44.09' L	
21	C 42+17.10, 34.75' L	2226.95
22	C 42+10.75, 31.29' L	2226.68
23	C 42+02.62, 27.68' L	2226.25
24	C 41+95.83, 25.41' L	2226.12
25	C 41+92.84, 34.89' L	2226.54
26	C 41+99.60, 37.58' L	2226.67
27	C 42+07.44, 41.04' L	2226.60
28	C 42+08.15, 19.11' R	2226.73
29	C 42+14.78, 19.78' R	2226.98
30	C 42+10.93, 36.26' R	2227.07
31	C 42+03.60, 35.61' R	2227.38
33	C 42+03.45, 40.64' R	2227.36
34	C 42+09.74, 41.19' R	2227.45

0 10 20
SCALE IN FEET

2 ADA RAMP DETAILS
SCALE:AS NOTED

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PRELIMINARY PLANS

NOT FOR CONSTRUCTION

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

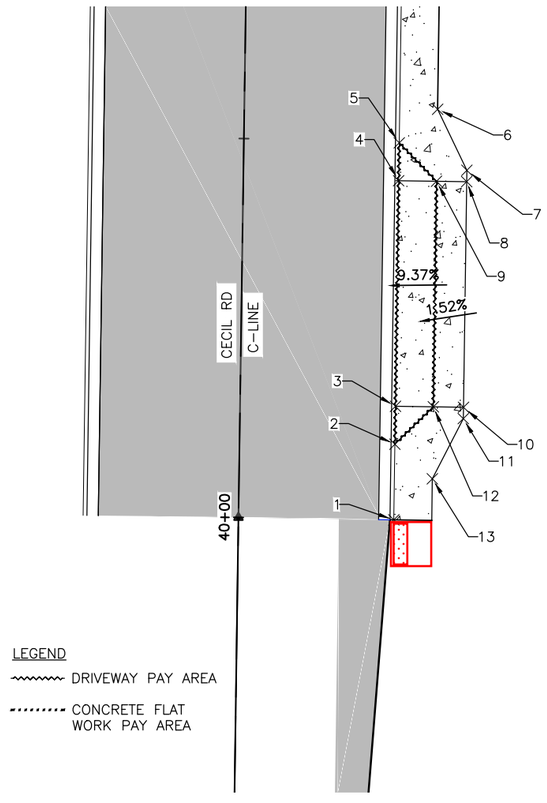
PAVING DETAILS

FILE : 07-21-055_PD2
JUB PROJ. # :07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-508

SHEET: 49 OF 67

Plot Date:2/11/2022 10:33 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENT'S\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_PD2.DWG



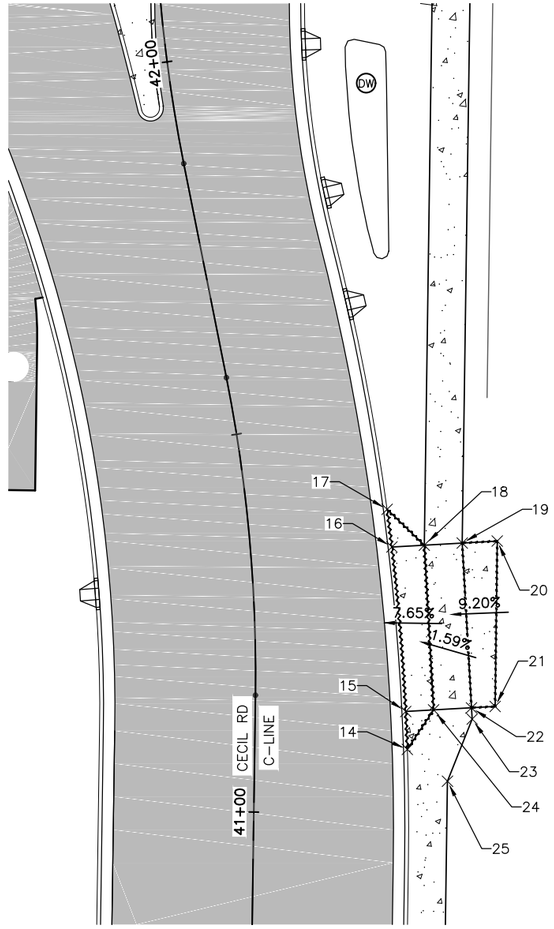
CURB RAMP DATA		
POINT #	ALIGNMENT	ELEV. (TBC)
1	C 39+99.98, 20.50' R	2227.75
2	C 40+09.97, 20.50' R	2227.76
3	C 40+14.97, 20.50' R	2227.31
4	C 40+44.74, 20.50' R	2227.26
5	C 40+49.74, 20.50' R	2227.70
6	C 40+54.24, 25.50' R	2227.75
7	C 40+46.24, 29.48' R	2227.79
8	C 40+44.74, 29.47' R	2227.79
9	C 40+44.74, 25.50' R	2227.73
10	C 40+14.97, 29.48' R	2227.72
11	C 40+13.47, 29.48' R	2227.73
12	C 40+05.47, 25.50' R	2227.66
13	C 40+05.47, 25.50' R	2227.79

NOTES:

FOC – FACE OF CURB
TBC – TOP BACK CURB
TBR – TOP BACK RAMP
BSW – BACK SIDEWALK

0 10 20
SCALE IN FEET

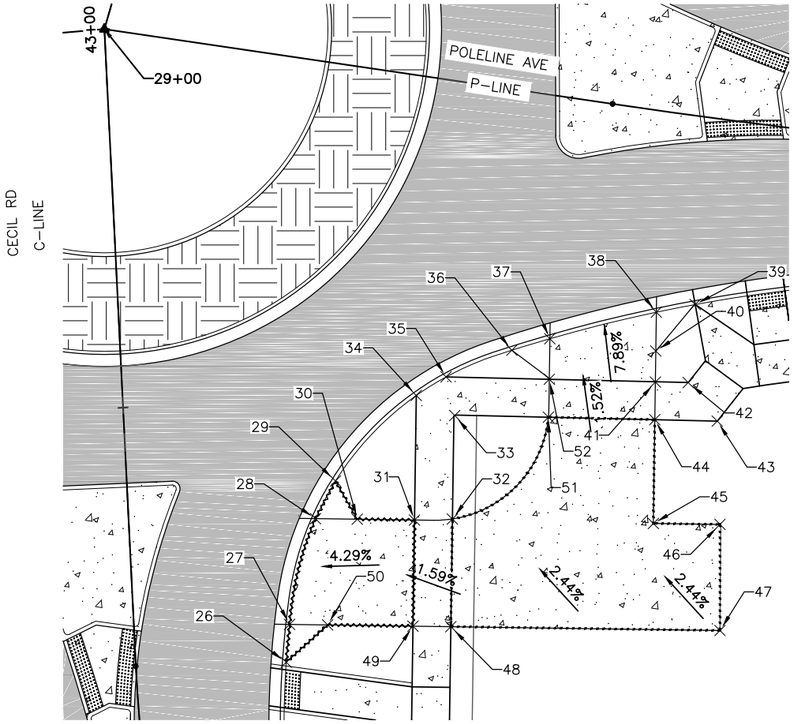
1 DRIVEWAY DETAIL
SCALE:AS NOTED



CURB RAMP DATA		
POINT #	ALIGNMENT	ELEV. (TBC)
14	C 41+08.56, 20.14' R	2227.09
15	C 41+13.55, 19.86' R	2226.54
16	C 41+33.57, 18.63' R	2226.27
17	C 41+38.16, 18.44' R	2226.68
18	C 41+33.49, 22.91' R	2226.67
19	C 41+33.41, 27.92' R	2226.74
20	C 41+33.33, 32.55' R	2227.17
21	C 41+14.39, 31.65' R	2227.06
22	C 41+14.17, 28.54' R	2226.86
23	C 41+12.67, 28.64' R	2226.91
24	C 41+13.81, 23.54' R	2226.78
25	C 41+04.43, 25.50' R	2227.23

0 10 20
SCALE IN FEET

2 DRIVEWAY DETAIL
SCALE:AS NOTED



CURB RAMP DATA		
POINT #	ALIGNMENT	ELEV. (TBC)
26	C 42+15.33, 19.84' R	2227.08
27	C 42+20.35, 20.53' R	2226.69
28	C 42+34.11, 24.64' R	2226.92
29	C 42+38.94, 27.52' R	2227.49
30	C 42+33.76, 30.14' R	2227.08
31	C 42+33.28, 37.68' R	2227.31
32	C 42+33.17, 42.68' R	2227.38
33	C 42+46.79, 43.66' R	2227.69
34	C 42+49.69, 38.72' R	2227.61
35	C 42+51.94, 42.77' R	2227.62
36	C 42+55.03, 51.61' R	2227.61
37	C 42+56.30, 56.70' R	2227.13
38	C 42+59.10, 70.91' R	2226.99
39	C 42+59.86, 76.08' R	2227.40
40	C 42+53.98, 70.58' R	2227.39
41	C 42+49.89, 70.32' R	2227.71
42	C 42+49.62, 74.65' R	2227.52
43	C 42+44.34, 78.23' R	2227.64
44	C 42+44.94, 70.01' R	2227.79
45	C 42+31.27, 69.13' R	2227.65

CURB RAMP DATA		
POINT #	ALIGNMENT	ELEV. (TBC)
46	C 42+30.71, 77.91' R	2227.74
47	C 42+16.73, 77.22' R	2228.05
48	C 42+18.99, 41.77' R	2227.46
49	C 42+19.31, 36.78' R	2227.38
50	C 42+20.03, 25.55' R	2226.90
51	C 42+45.96, 56.00' R	2227.75
52	C 42+50.95, 56.36' R	2227.68

0 10 20
SCALE IN FEET

3 DRIVEWAY DETAIL
SCALE:AS NOTED

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APPR.	DATE
REVISION				

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

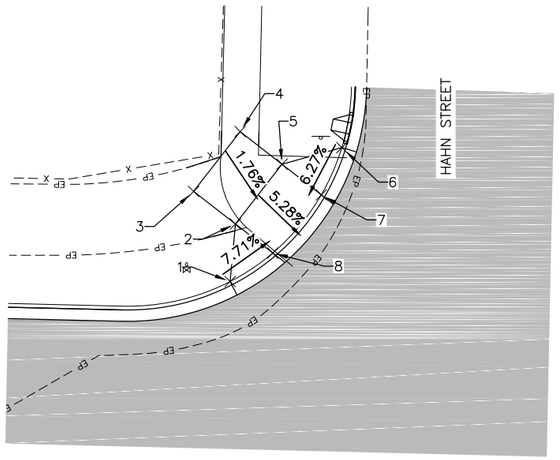
PAVING DETAILS

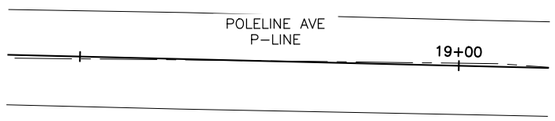
FILE : 07-21-055_PD3
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

DRAWING:
C-509

SHEET: 50 OF 67

Plot Date:2/11/2022 10:34 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE07-21-055_PD3.DWG





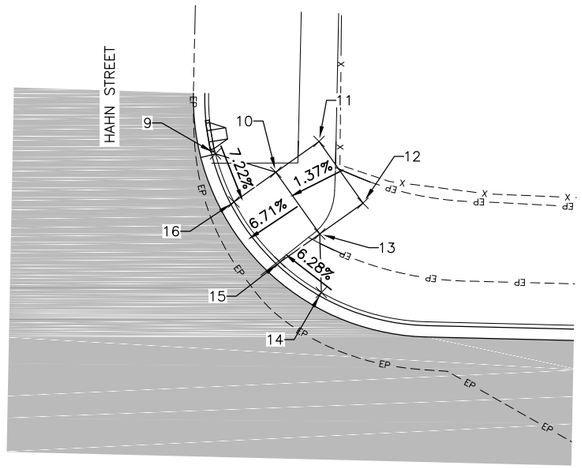
CURB RAMP DATA		
POINT #	ALIGNMENT	ELEV. (TBC)
1	P 18+70.44, 38.84' L	2228.59
2	P 18+70.01, 48.20' L	2228.39
3	P 18+64.38, 52.37' L	2228.52
4	P 18+70.33, 60.40' L	2228.55
5	P 18+75.96, 56.24' L	2228.44
6	P 18+83.81, 58.62' L	2228.48
7	P 18+81.25, 52.32' L	2228.04
8	P 18+75.02, 44.49' L	2228.06

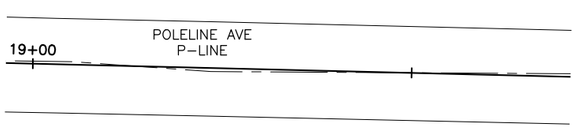
NOTES:

FOC – FACE OF CURB
TBC – TOP BACK CURB
TBR – TOP BACK RAMP
BSW – BACK SIDEWALK

0 10 20
SCALE IN FEET

1 CURB RAMP DETAIL
SCALE:AS NOTED

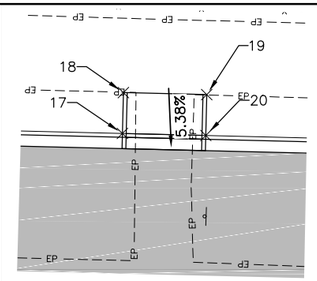


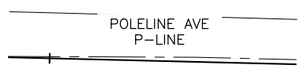


CURB RAMP DATA		
POINT #	ALIGNMENT	ELEV. (TBC)
9	P 19+22.95, 58.48' L	2228.51
10	P 19+30.97, 56.25' L	2228.46
11	P 19+36.58, 60.45' L	2228.56
12	P 19+42.57, 52.44' L	2228.56
13	P 19+36.96, 48.25' L	2228.48
14	P 19+37.36, 40.52' L	2228.42
15	P 19+31.81, 44.39' L	2227.99
16	P 19+25.54, 52.19' L	2228.00

0 10 20
SCALE IN FEET

2 CURB RAMP DETAIL
SCALE:AS NOTED

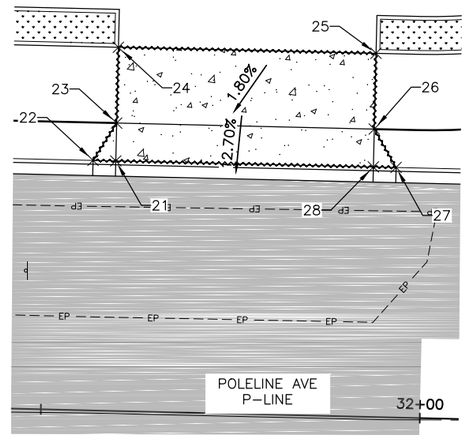




CURB RAMP DATA		
POINT #	ALIGNMENT	ELEV. (TBC)
17	P 20+58.05, 37.00' L	2227.92
18	P 20+58.05, 42.40' L	2227.68
19	P 20+69.05, 42.40' L	2227.70
20	P 20+69.05, 37.00' L	2227.88

0 10 20
SCALE IN FEET

3 CURB RAMP DETAIL
SCALE:AS NOTED



LEGEND

DRIVEWAY PAY AREA

CONCRETE FLAT WORK PAY AREA

CURB RAMP DATA		
POINT #	ALIGNMENT	ELEV. (TBC)
21	P 31+59.12, 33.00' L	2228.72
22	P 31+56.12, 33.00' L	2229.13
23	P 31+59.12, 38.00' L	2229.22
24	P 31+59.12, 48.00' L	2229.37
25	P 31+93.12, 48.00' L	2229.71
26	P 31+93.12, 38.00' L	2229.56
27	P 31+96.12, 33.00' L	2229.53
28	P 31+93.12, 33.00' L	2229.06

0 10 20
SCALE IN FEET

4 DRIVEWAY DETAIL
SCALE:AS NOTED

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

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NO.	DESCRIPTION	BY	APR.	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

PAVING DETAILS

FILE: 07-21-055_PD4
JUB PROJ. #: 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM

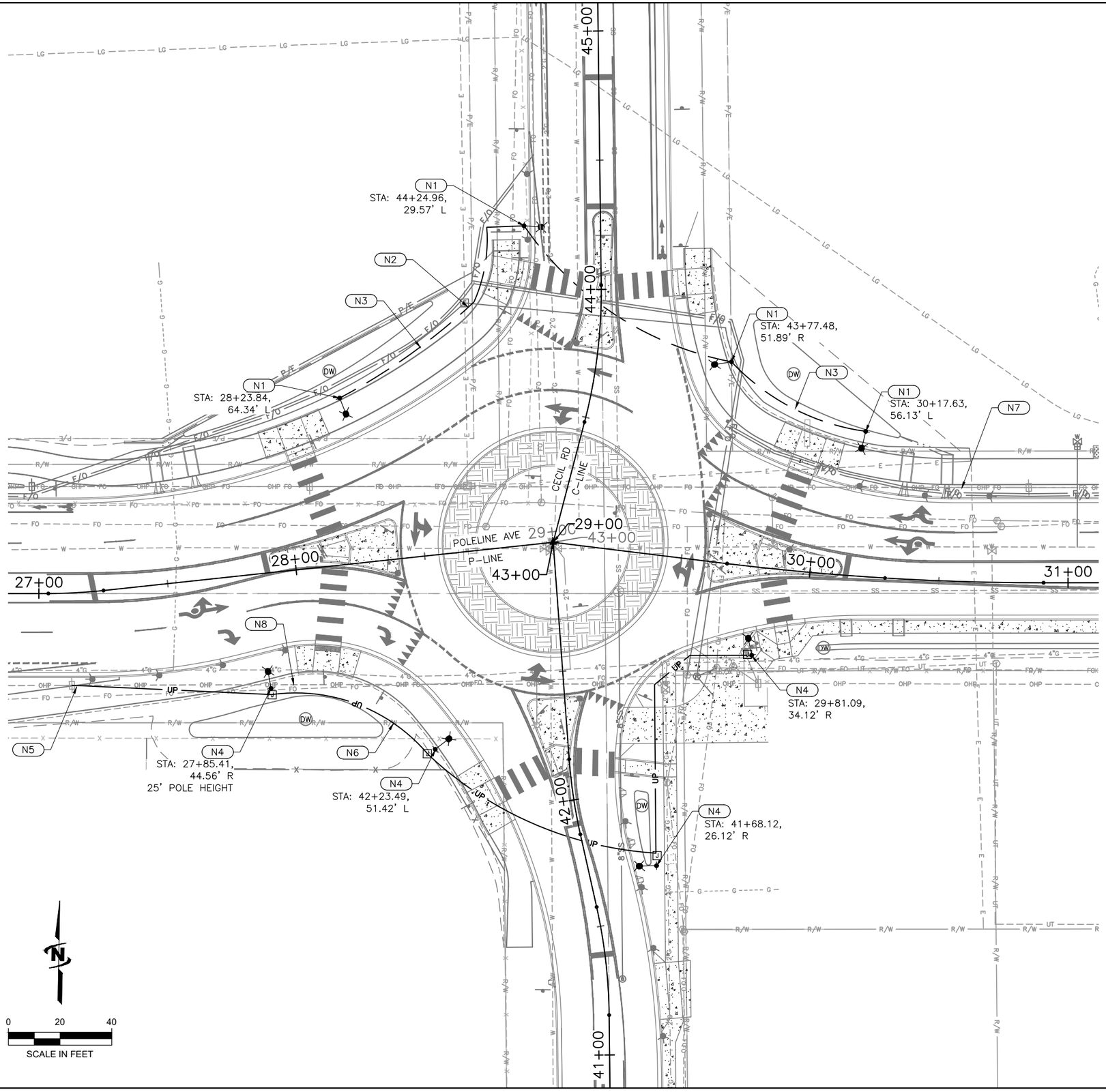
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 2/10/2022

DRAWING:
C-510

SHEET: 51 OF 67

Plot Date:2/11/2022 10:34 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_PD4.DWG



LEGEND (THIS SHEET):

- TRENCHING FOR KEC LIGHTING CONDUIT
- AVISTA LIGHTING CONDUIT
- JUNCTION BOX (J–BOX)
- PROPOSED STREET LIGHT

GENERAL NOTES (THIS SHEET):

1. UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED ON SOURCES OF VARYING ACCURACY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING UTILITY LOCATIONS AND PROTECTING THE UTILITIES IN PLACE UNLESS OTHERWISE STATED. THE CONTRACTOR SHALL CALL ONE–CALL TO FIELD LOCATE ALL UTILITIES PRIOR TO ANY EXCAVATION ACTIVITIES. SEE UTILITY SHEETS C–801 – C–804 FOR MORE INFORMATION.
2. LIGHTING FOUNDATIONS MAY BE SHIFTED ±3–FT IN THE FIELD IN ANY DIRECTION WITHIN SWALE AREAS TO ACCOMMODATE EXISTING UNDERGROUND OR OVERHEAD UTILITIES. NOTIFY ENGINEER IF FURTHER SHIFTS ARE DESIRED.
3. LIGHT MAST ARMS ARE 10' LONG. ARMS (AND FOUNDATION BOLT PATTERS AS APPLICABLE) SHALL POINT PERPENDICULAR TO THE NEAREST STREET CURB LINE AS SHOWN ON THIS SHEET.
4. LIGHT POLES ARE NOMINAL 30' HEIGHT UNLESS OTHERWISE NOTED DUE TO OVERHEAD UTILITY CONFLICTS.
5. LUMINAIRES ARE COBRA HEAD, NOMINAL 100W, 4000K, TYPE III
6. THE AREA NORTH OF POLELINE AVE IS KOOTENAI ELECTRIC'S (KEC) ELECTRIC SERVICE AREA AND LIGHTS NORTH OF POLELINE ARE TO BE CONNECTED TO KEC'S DISTRIBUTION SYSTEM BY KEC. TRENCHING TO BE COMPLETED BY THE CONTRACTOR AND MUST ALLOW FOR NESC/KEC MINIMUM 30 INCHES OF COVER OVER CONDUIT. KEC WILL FURNISH AND INSTALL CONDUIT AND ALL REMAINING ITEMS NEEDED FOR LIGHTING, INCLUDING CONDUCTOR WIRE, JUNCTION BOXES, POLES AND MAST ARMS, AND LUMINAIRES.
7. THE AREA SOUTH OF POLELINE AVE IS AVISTA'S ELECTRIC SERVICE AREA AND LIGHTS SOUTH OF POLELINE ARE TO BE CONNECTED TO AVISTA'S DISTRIBUTION SYSTEM BY AVISTA. THE CONTRACTOR SHALL TRENCH FOR CONDUIT, JUNCTION BOXES, AND FOUNDATIONS, AND FURNISH AND INSTALL CONDUIT WITH PULL CORD, JUNCTION BOXES, AND FOUNDATIONS WITH ANCHOR PLATES/BOLTS. AVISTA WILL FURNISH AND INSTALL ALL REMAINING ITEMS NEEDED FOR LIGHTING, INCLUDING CONDUCTOR WIRE, POLES AND MAST ARMS, AND LUMINAIRES.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE AND STAGE THE INSTALLATION OF ELECTRICAL AND STREET LIGHTING WITH KEC AND AVISTA TO WORK WITH PROJECT STAGING.

KEYED NOTES (THIS SHEET):

- (N1) KEC LIGHT POLE AND JUNCTION BOX (BY KEC)
- (N2) TRENCH UP TO PROPOSED KEC TRANSFORMER. LIGHTING SYSTEM TO BE CONNECTED TO ELECTRICAL DISTRIBUTION BY KEC.
- (N3) TRENCHING FOR KEC ILLUMINATION CONDUIT. SEE GENERAL NOTE 6 (THIS SHEET)
- (N4) AVISTA LIGHT POLE FOUNDATION AND JUNCTION BOX. COORDINATE FOUNDATION, ANCHOR PLATE/BOLTS, AND JUNCTION BOX DETAILS WITH AVISTA.
- (N5) TRENCH AND LAY CONDUIT UP TO EXISTING AVISTA POLE WITH TRANSFORMER. LIGHTING SYSTEM TO BE CONNECTED TO ELECTRICAL DISTRIBUTION BY AVISTA.
- (N6) 2" ELECTRICAL CONDUIT. SEE GENERAL NOTE 7 (THIS SHEET)
- (N7) EXISTING KEC OVERHEAD ELECTRICAL
- (N8) EXISTING AVISTA OVERHEAD ELECTRICAL

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J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

ILLUMINATION PLAN

FILE: 07-21-055_C-60X
JUB PROJ. #: 07-21-055
DRAWN BY: BJM
DESIGN BY: BJM
CHECKED BY: AJH

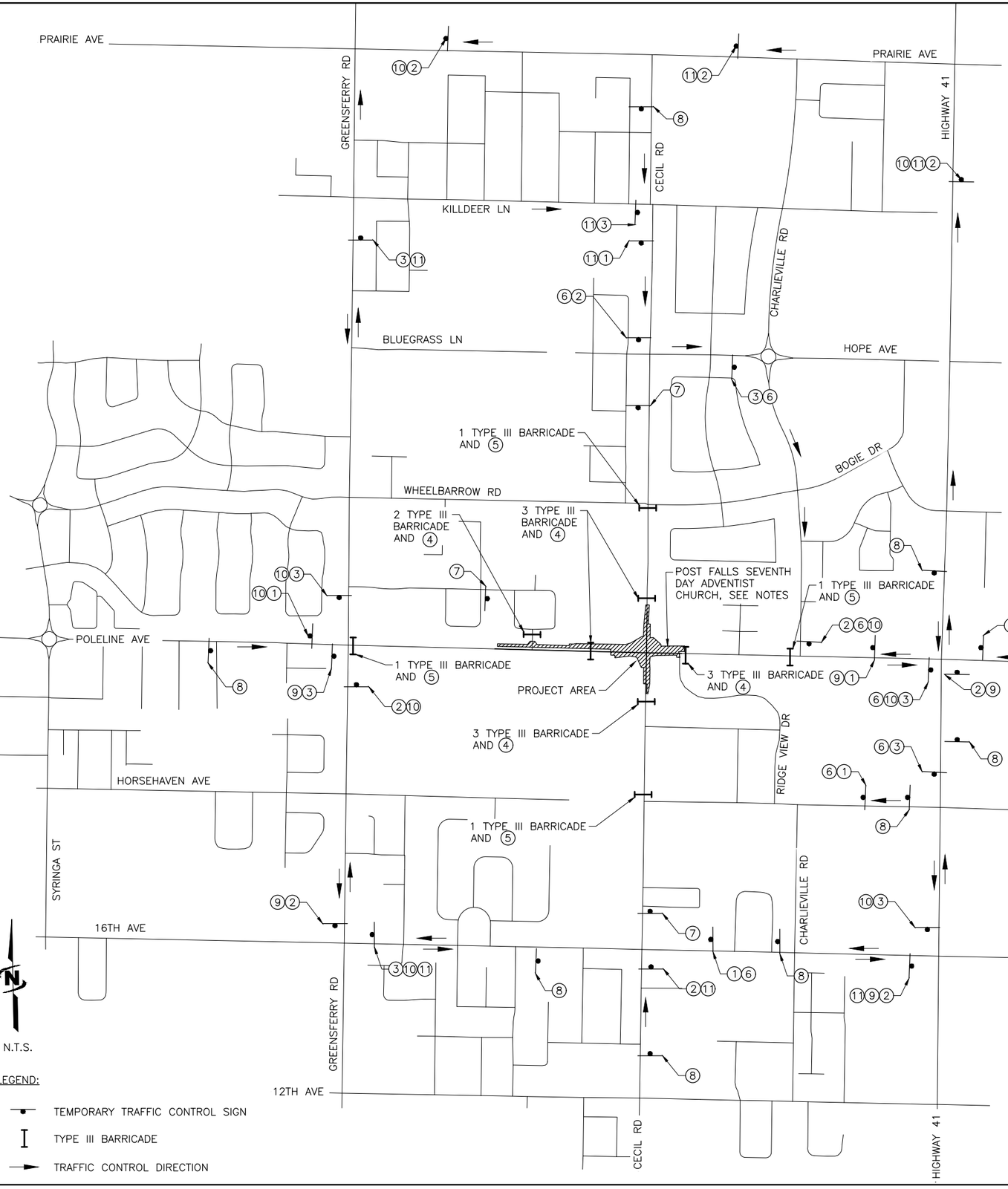
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 2/11/2022

DRAWING:
C-601

SHEET: 52 OF 67

Plot Date:2/11/2022 10:35 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-60X.DWG



SIGN SPACING = X (1)		
FREEWAYS & EXPRESSWAYS	55 / 70 MPH	1500'±
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS & URBAN ARTERIALS RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ±(2)
URBAN STREETS	25 MPH OR LESS	100' ±(2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS.
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

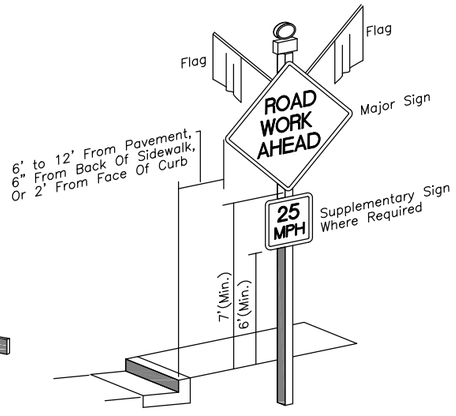
NOTES:

1. MAINTAIN ACCESS TO POST FALLS HIGH SCHOOL, FULL CLOSURE OF EAST ACCESS FOR CONSTRUCTION OF DRIVEWAY MEDIAN WILL BE ALLOWED. COORDINATE WITH HIGH SCHOOL ON DAYS FOR CLOSURE. SEE C-703 FOR MORE INFO
2. MAINTAIN FULL ACCESS TO POLELINE SELF STORAGE.
3. MAINTAIN ACCESS TO RESIDENTIAL HOUSING DURING CONSTRUCTION.
4. MAINTAIN SINGLE-LANE ACCESS TO SEVENTH DAY ADVENTIST CHURCH DURING WEEKDAYS AND TWO-LANE ACCESS ON WEEKENDS.
5. THE HIGHWAY 41 REALIGNMENT PROJECT, A ROUNDABOUT ON PRAIRIE AVE. AND IDAHO RD. AND A ROUNDABOUT/ROADWAY REHABILITATION PROJECT ON PRAIRIE AND SPOKANE ST. MAY BE CONSTRUCTED CONCURRENTLY WITH THIS PROJECT. IF PROJECTS COINCIDE, ENSURE DETOUR SIGNING DOES NOT CONFLICT. COORDINATION WITH OTHER PROJECTS MAY NEED TO BE TAKEN TO MAINTAIN FULL RESIDENTIAL, BUSINESSES, AND SCHOOL ACCESS DURING THE 2022 CONSTRUCTION SEASON.

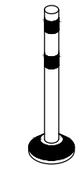
SIGN LEGEND:

(1)	END DETOUR	M4-8A 24"X12"
(2)	DETOUR ←	M4-9L 48"X18"
(3)	DETOUR →	M4-9R 48"X18"
(4)	ROAD CLOSED	R11-2 48"X30"
(5)	ROAD CLOSED TO THRU TRAFFIC	R11-4 60"X30"
(6)	S CECIL RD	CUSTOM #4 30" X 8" FONT "D" 4" LETTERING
(7)	ROAD CLOSED AHEAD	W20-3 36"X36"
(8)	POLELINE AVE CLOSED AT CECIL ST USE DETOUR	CUSTOM #1 104"X 36" FONT "D"; 6" LETTERING; 2-POST SIGN
(9)	E POLELINE AVE	CUSTOM #2 48" X 8" FONT "D" 4" LETTERING
(10)	W POLELINE AVE	CUSTOM #3 48" X 8" FONT "D" 4" LETTERING
(11)	N CECIL RD	CUSTOM #3 30" X 8" FONT "D" 4" LETTERING

BARRICADE TYPE III
(SHOWN FOR EXAMPLE ONLY)



TYPICAL SIGN INSTALATION


TUBULAR MARKER

TRAFFIC DRUM

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

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J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

REUSE OF DRAWINGS
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NO.	DESCRIPTION	DATE	BY
	REVISION		APP'D

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

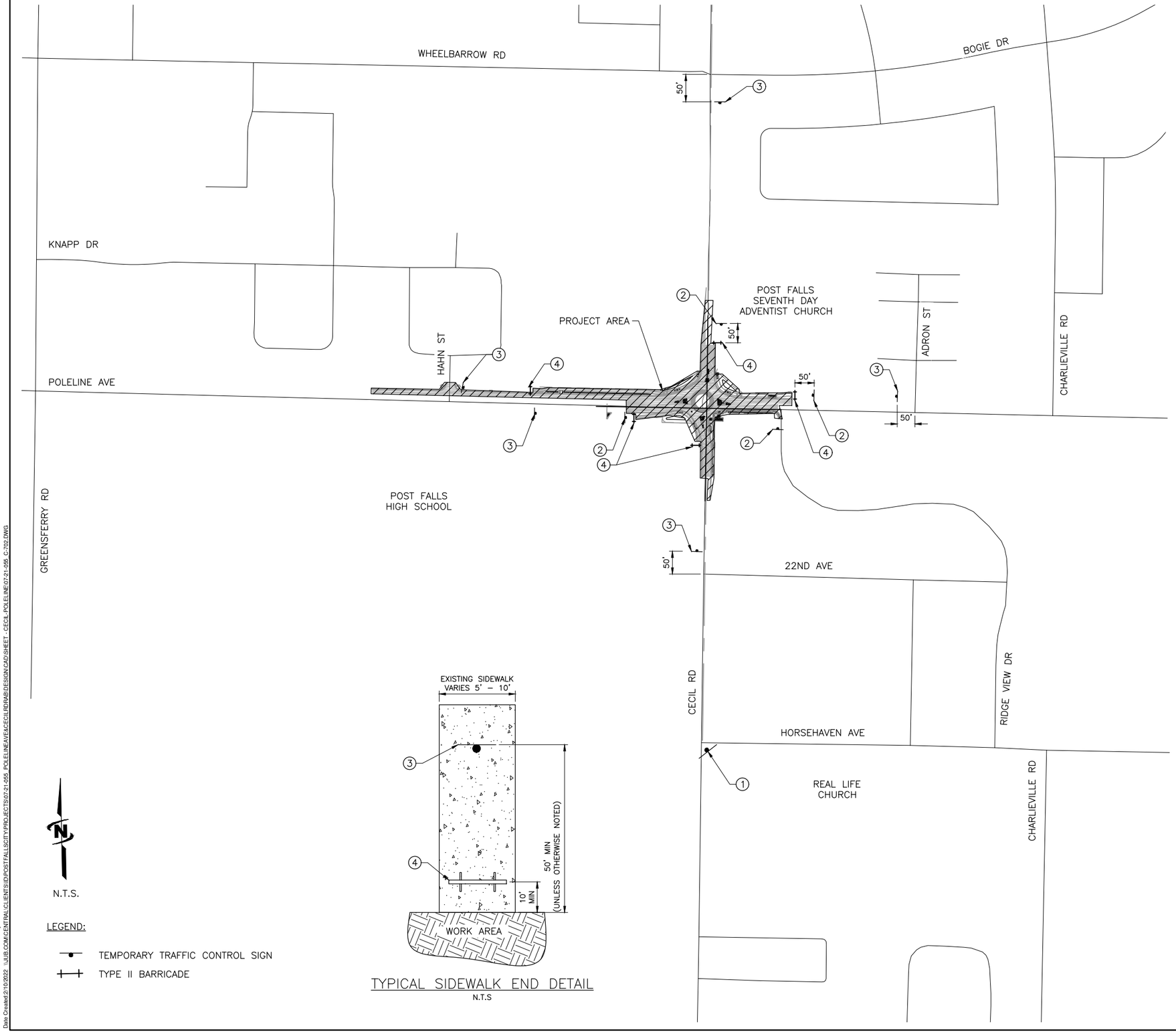
TRAFFIC CONTROL PLAN

FILE : 07-21-055_C-70X
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-701

SHEET: 53 OF 67

Plot Date:2/11/2022 10:35 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-70X.DWG



SIGN LEGEND:

1	POLELINE AVE CLOSED AT CECIL ST USE DETOUR	CUSTOM #1 56"X20" FONT "D"; 3" LETTERING
2	SIDEWALK CLOSED	R9-9 24"X12"
3	SIDEWALK CLOSED AHEAD	CUSTOM R9-9 24"X12"
4	SIDEWALK CLOSED	TYPE II BARRICADE AND R9-9 24"X12"

NOTES:

1. PLACE ALL PEDESTRIAN SIGNAGE ON OR NEXT TO SIDEWALK SO THAT IT IS CLEARLY VISIBLE TO PEDESTRIANS.
2. PLACE SIDEWALK CLOSED SIGNS AS NEEDED AS NEW SIDEWALK CONNECTIONS GET CONSTRUCTED DURING PROJECT. PLACE SIGNS AT BEGINNING OF PROJECT FOR EXISTING SIDEWALK CONNECTIONS THAT WILL BE RECONSTRUCTED.

N.T.S.

LEGEND:

TEMPORARY TRAFFIC CONTROL SIGN

TYPE II BARRICADE

TYPICAL SIDEWALK END DETAIL

N.T.S

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
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Coeur d'Alene, ID 83815
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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

PEDESTRIAN DETOUR PLAN

FILE	07-21-055_C-702
JUB PROJ. #	07-21-055
DRAWN BY	WG
DESIGN BY	WG
CHECKED BY	TM

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

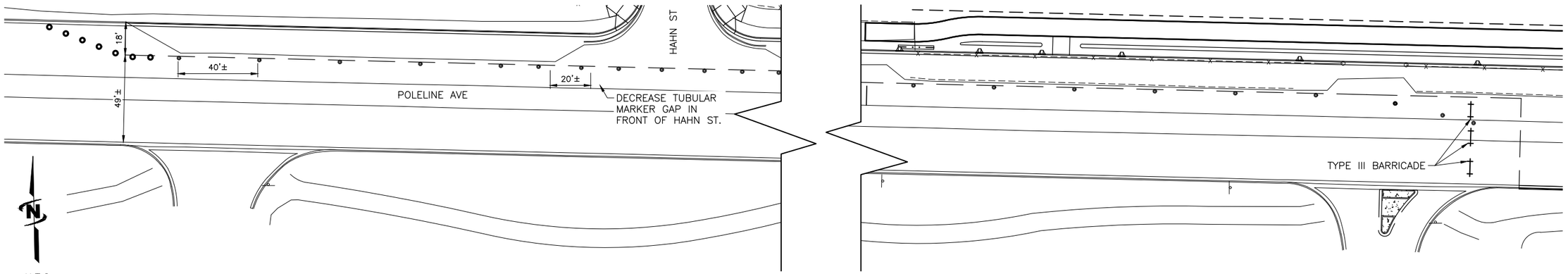
LAST UPDATED: 2/11/2022

DRAWING:
C-702

SHEET: 54 OF 67

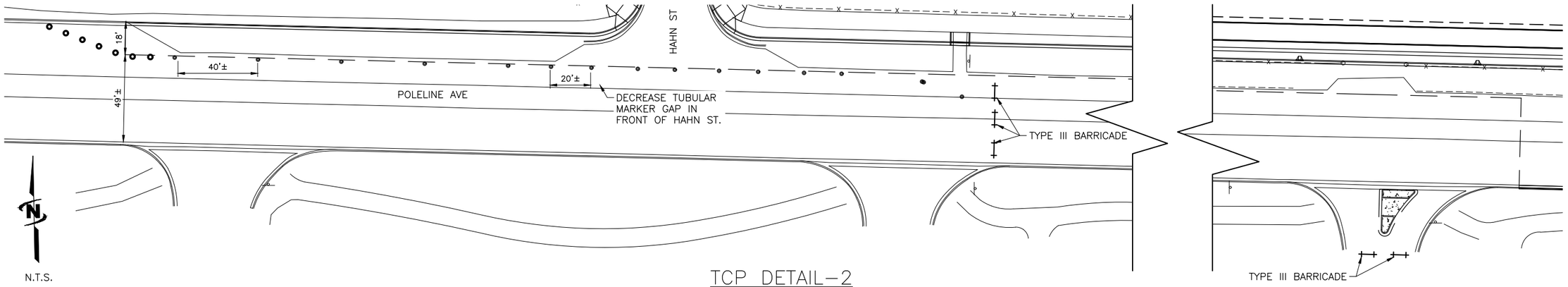
811 Know what's below. Call before you dig.

Plot Date:2/11/2022 10:35 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-702.DWG



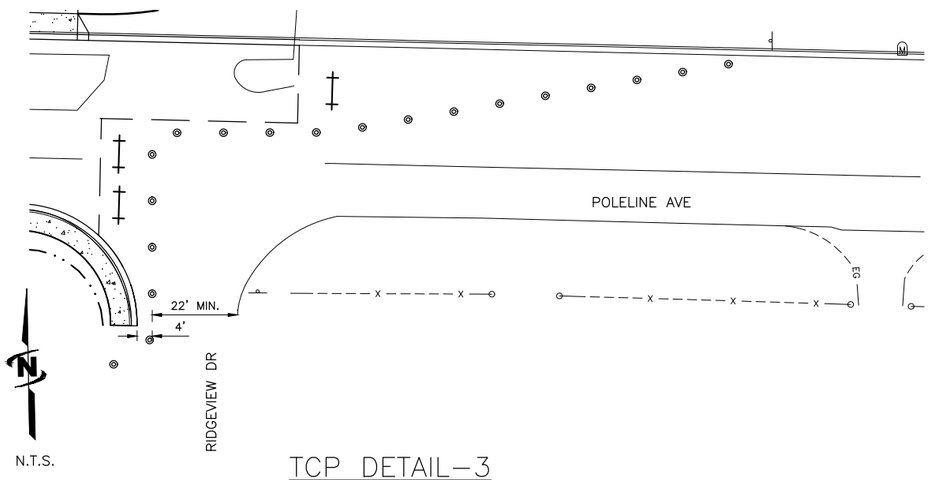
TCP DETAIL–1

BEFORE AND AFTER MEDIAN CONSTRUCTION



TCP DETAIL–2

DURING MEDIAN CONSTRUCTION



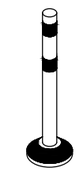
TCP DETAIL–3

RIDGEVIEW SIDEWALK, CURB, AND GUTTER CONSTRUCTION

NOTES:

1. MAINTAIN ACCESS TO POST FALLS HIGH SCHOOL FOR DURATION OF CONSTRUCTION.
2. FULL CLOSURE OF POST FALLS HIGH SCHOOL EAST MOST DRIVEWAY ENTRANCE WILL BE PERMITTED DURING MEDIAN CONSTRUCTION. COORDINATE WITH POST FALLS HIGH SCHOOL ON MEDIAN CONSTRUCTION DATES AND TIME.
3. MAINTAIN FULL ACCESS TO RIDGEVIEW DR FOR DURATION OF PROJECT

CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/70	40	80
35/45	30	60
25/30	20	40



TUBULAR MARKER

TRAFFIC DRUM

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

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B

NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

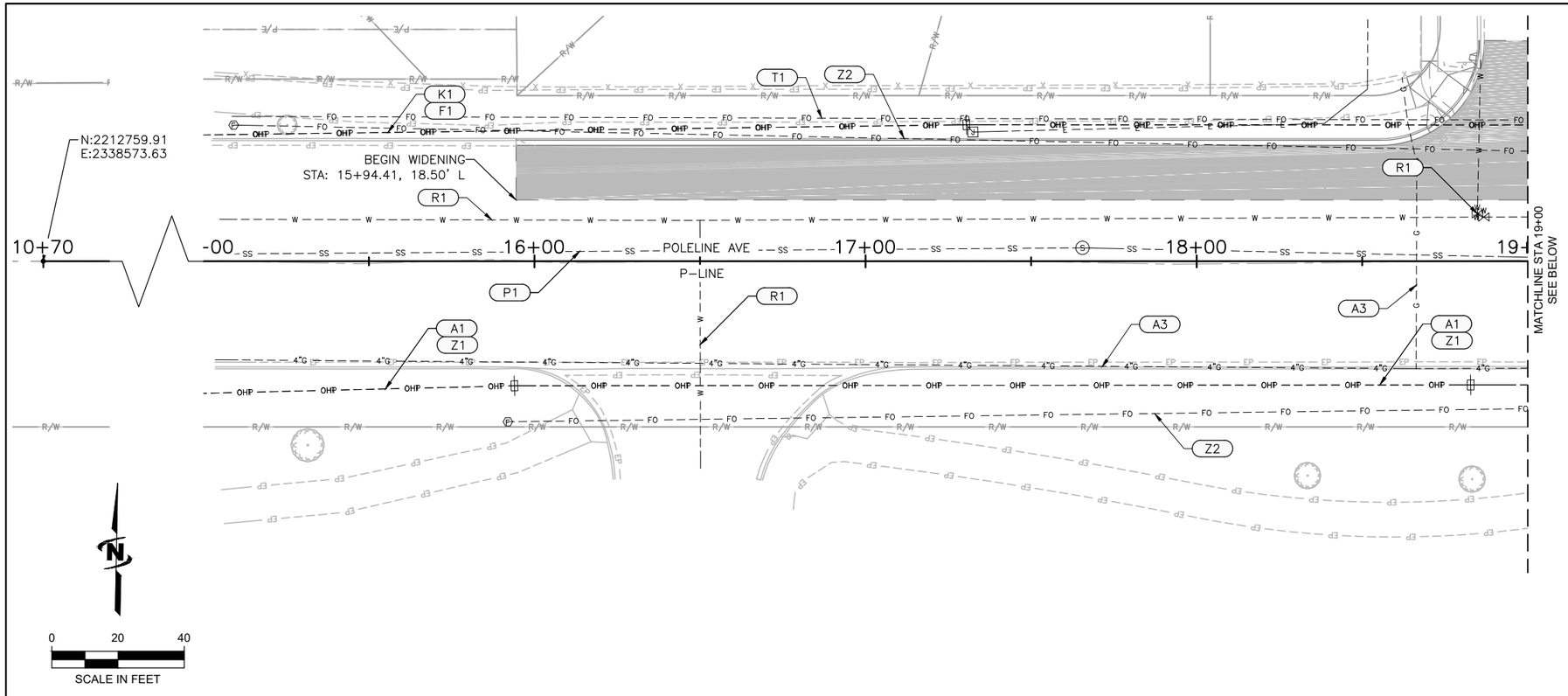
POLELINE LANE EXTENSION TRAFFIC CONTROL

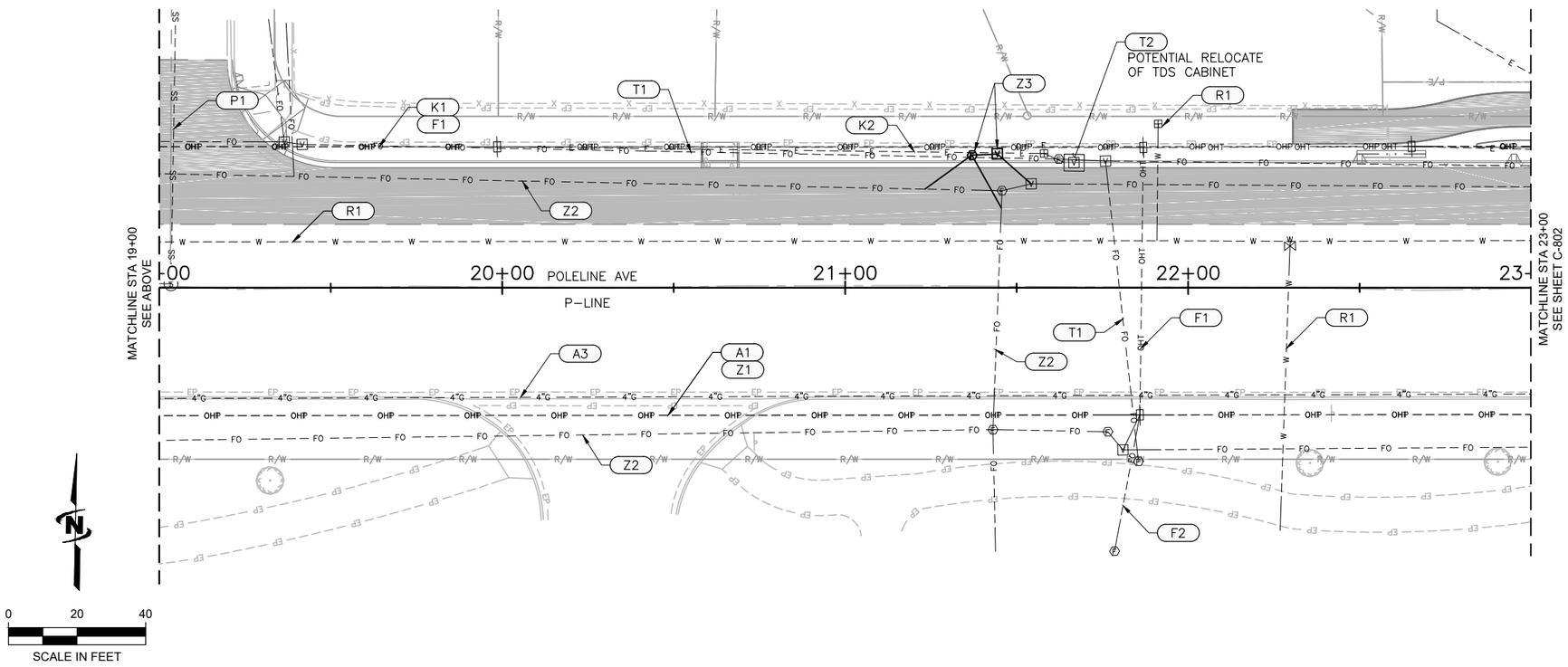
FILE : 07-21-055_C-703
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-703

SHEET: 55 OF 67

Plot Date:2/11/2022 10:36 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRD\RAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-703.DWG





GENERAL NOTES:

1. UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED ON SOURCES OF VARYING ACCURACY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING UTILITY LOCATIONS AND PROTECTING THE UTILITIES IN PLACE UNLESS OTHERWISE STATED. THE CONTRACTOR SHALL CALL ONE-CALL TO FIELD LOCATE ALL UTILITIES PRIOR TO ANY EXCAVATION ACTIVITIES.
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KEYED NOTES:

GENERAL

- (N1) RELOCATE AND/OR DEEPEN LINE AROUND/UNDER PROPOSED GRADING. SEE GENERAL NOTE 2.
- (N2) PROPOSED ILLUMINATION SYSTEM. SEE C-601

AVISTA

- (A1) EXISTING AVISTA OVERHEAD POWER
- (A2) EXISTING AVISTA UNDERGROUND POWER
- (A3) EXISTING AVISTA GAS
- (A4) PROPOSED AVISTA GAS

CONOCO PHILIPS

- (C1) EXISTING CONOCO PHILIPS PIPELINE

FAT BEAM FIBER

- (F1) EXISTING FAT BEAM OVERHEAD FIBER
- (F2) EXISTING FAT BEAM UNDERGROUND FIBER

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- (K4) PROPOSED KEC UNDERGROUND POWER

CITY OF POST FALLS

- (P1) EXISTING CITY OF POST FALLS SEWER
- (P2) PROPOSED CITY OF POST FALLS SEWER

ROSS POINT WATER DISTRICT

- (R1) EXISTING ROSS POINT WATER
- (R2) PROPOSED ROSS POINT WATER

TDS FIBER

- (T1) EXISTING TDS UNDERGROUND FIBER
- (T2) PROPOSED TDS UNDERGROUND FIBER

ZIPLY COMMUNICATIONS

- (Z1) EXISTING ZIPLY OVERHEAD FIBER
- (Z2) EXISTING ZIPLY UNDERGROUND FIBER
- (Z3) PROPOSED ZIPLY UNDERGROUND FIBER

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PRELIMINARY PLANS

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

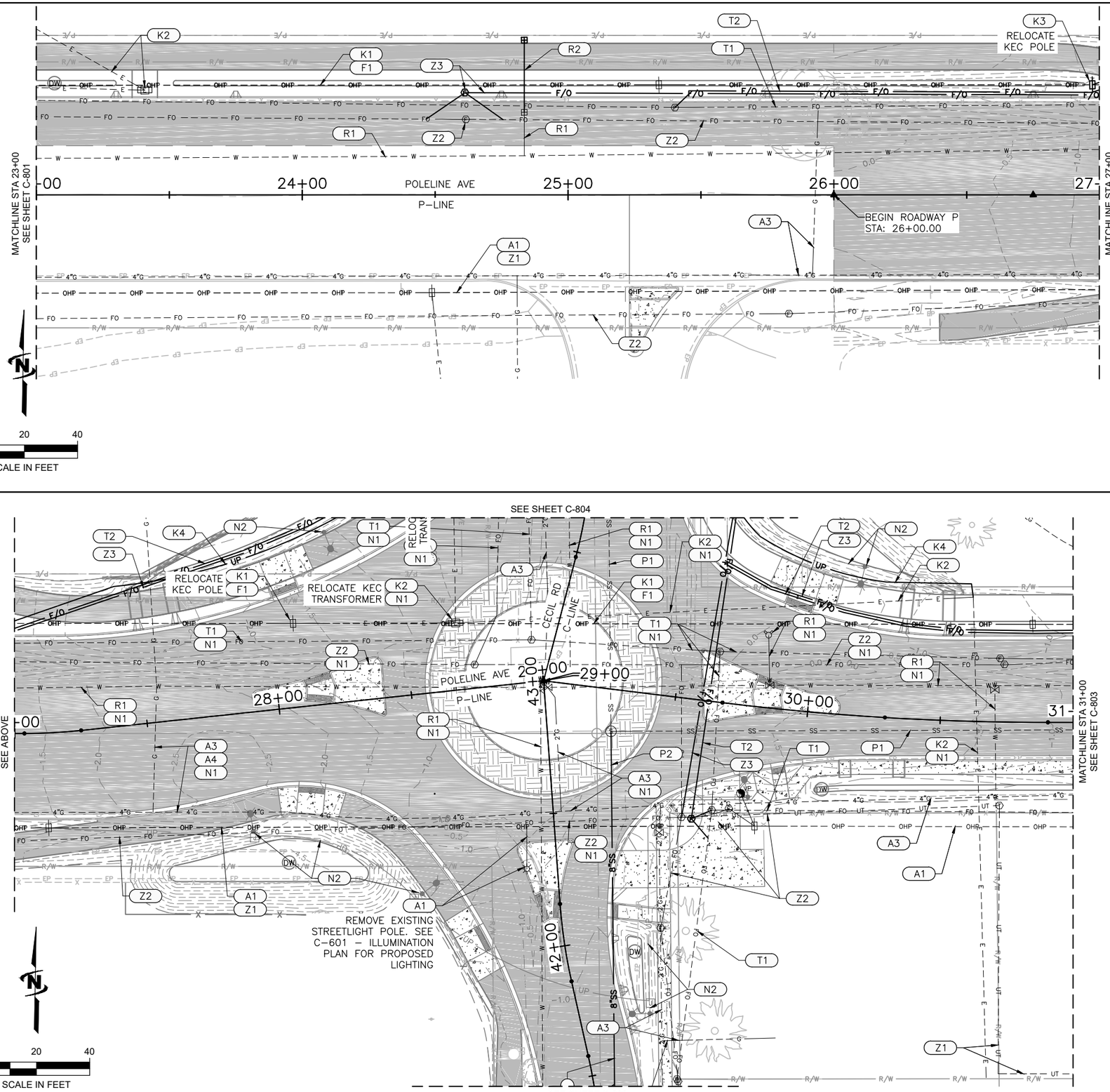
STA 15+00 TO STA 23+00
UTILITY PLAN

FILE: 07-21-055_C-80X
JUB PROJ. # : 07-21-055
DRAWN BY: BJM
DESIGN BY: BJM
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-801

SHEET: 56 OF 67

Plot Date:2/11/2022 10:37 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\GITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-80X.DWG



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KEYED NOTES:

GENERAL

- (N1) RELOCATE AND/OR DEEPEN LINE AROUND/UNDER PROPOSED GRADING. SEE GENERAL NOTE 2.
- (N2) PROPOSED ILLUMINATION SYSTEM. SEE C–601

AVISTA

- (A1) EXISTING AVISTA OVERHEAD POWER
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- (R1) EXISTING ROSS POINT WATER
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TDS FIBER

- (T1) EXISTING TDS UNDERGROUND FIBER
- (T2) PROPOSED TDS UNDERGROUND FIBER

ZIPLY COMMUNICATIONS

- (Z1) EXISTING ZIPLY OVERHEAD FIBER
- (Z2) EXISTING ZIPLY UNDERGROUND FIBER
- (Z3) PROPOSED ZIPLY UNDERGROUND FIBER

JUB ENGINEERS, INC.
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PRELIMINARY PLANS

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NO.	DESCRIPTION	BY	APR.	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

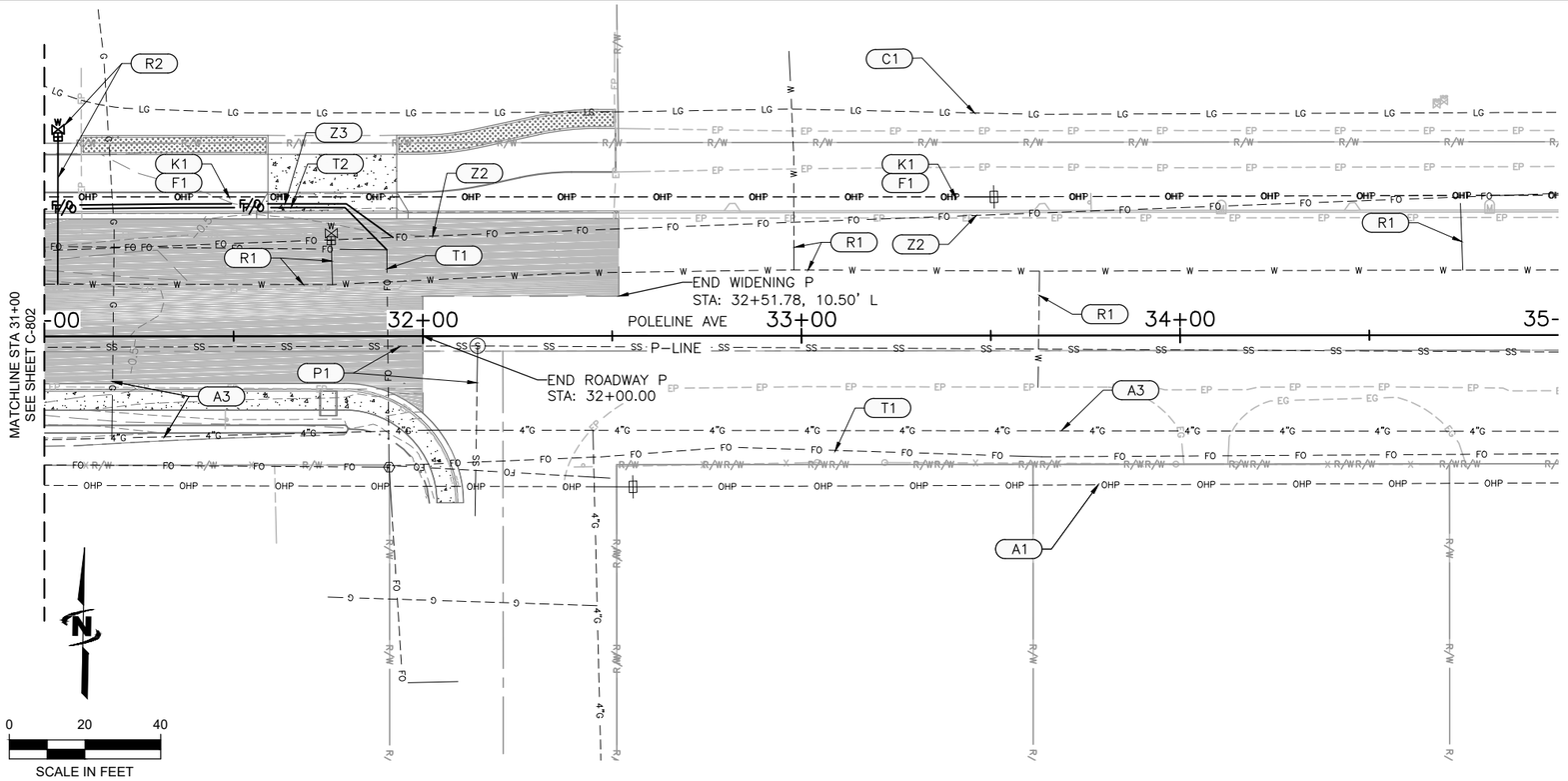
STA 23+00 TO STA 31+00
UTILITY PLAN

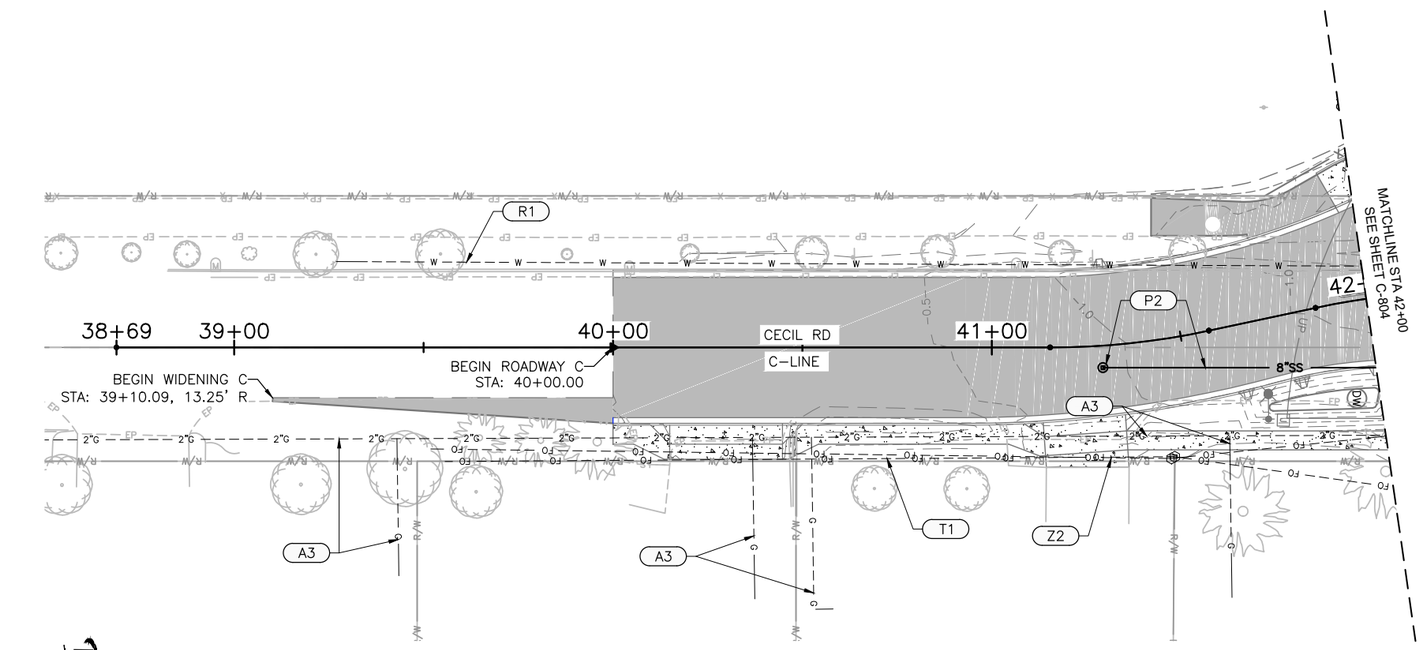
FILE : 07-21-055_C-80X
JUB PROJ. # : 07-21-055
DRAWN BY: BJM
DESIGN BY: BJM
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-802

SHEET: 57 OF 67

Plot Date:2/11/2022 10:37 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - C#C\L-POLELINE07-21-055_C-80X.DWG





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NO.	DESCRIPTION	BY	APP'D	DATE
REVISION				

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

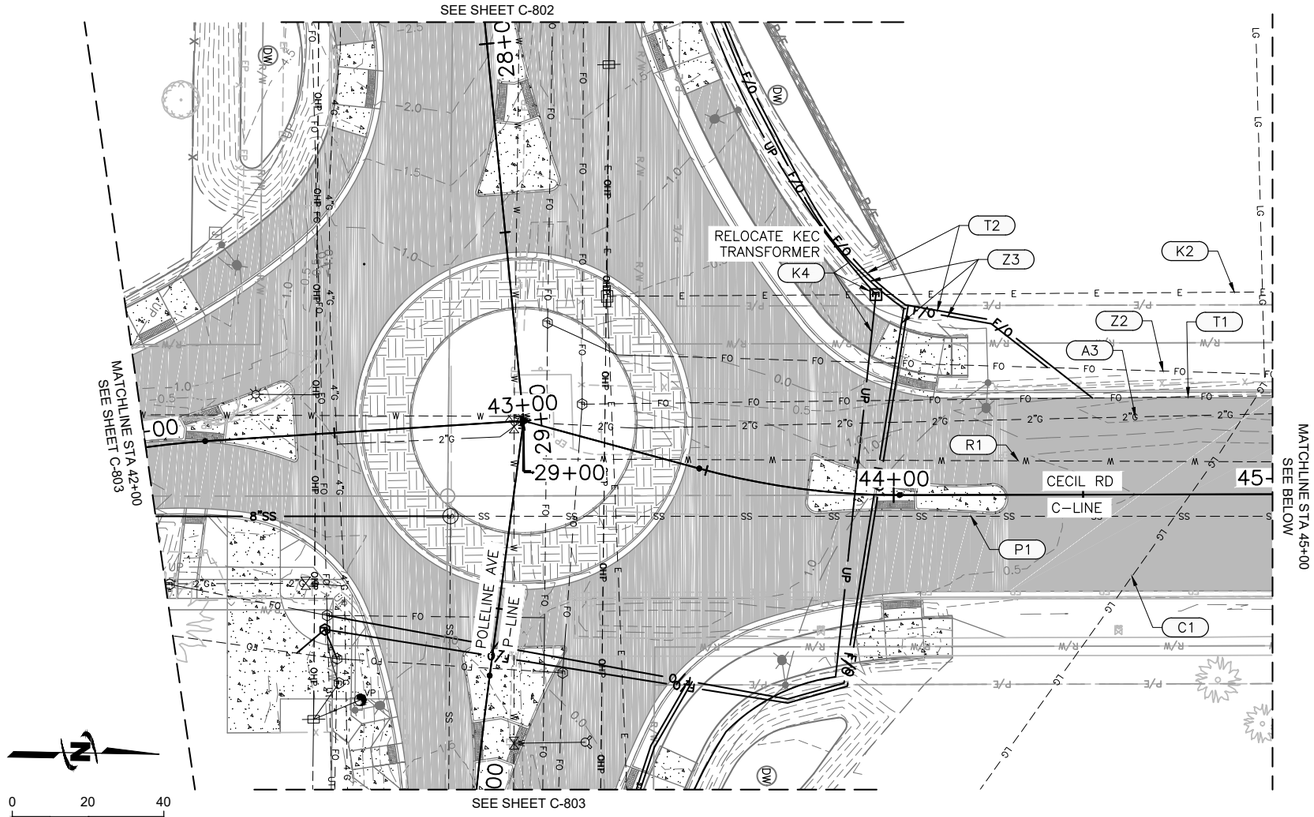
STA 31+00 TO STA 35+00 ; STA 38+69 TO 42+00
UTILITY PLAN

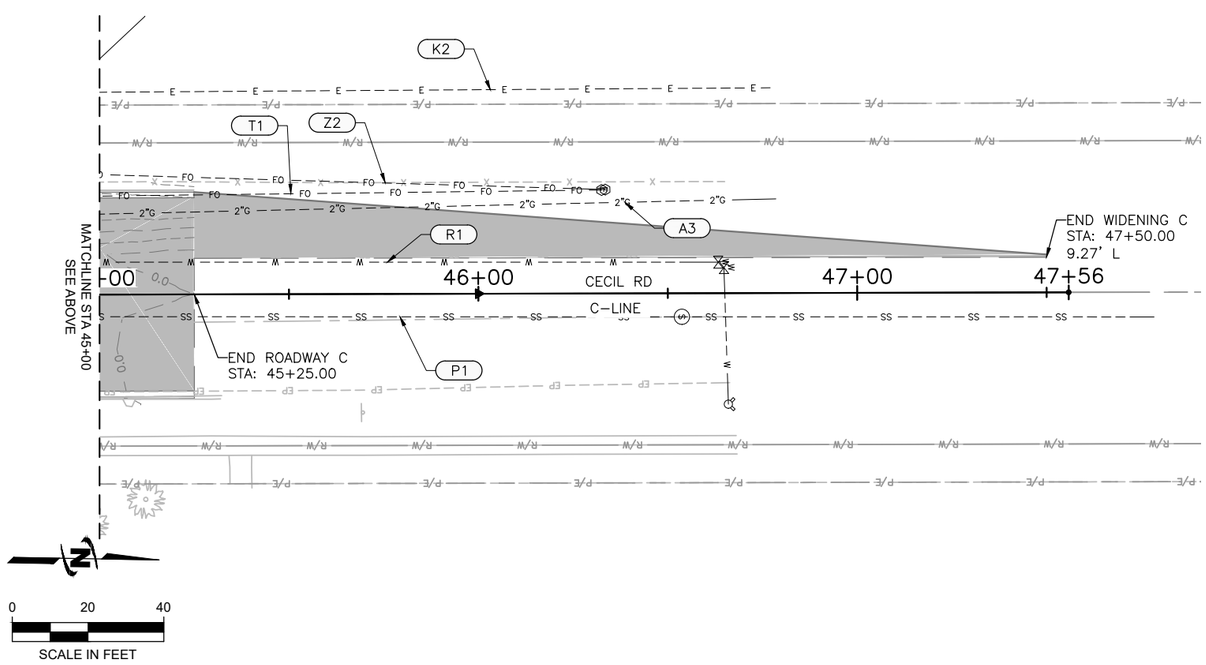
FILE : 07-21-055_C-80X
JUB PROJ. # : 07-21-055
DRAWN BY: BJM
DESIGN BY: BJM
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-803

SHEET: 58 OF 67

Plot Date:2/11/2022 10:37 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-80X.DWG





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ZIPLY COMMUNICATIONS

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STA 42+00 TO STA 47+56
UTILITY PLAN

FILE : 07-21-055_C-80X
JUB PROJ. # : 07-21-055
DRAWN BY: BJM
DESIGN BY: BJM
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-804

SHEET: 59 OF 67

Plot Date:2/11/2022 10:37 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL_POLELINE\07-21-055_C-80X.DWG

PLANTING NOTES

1. The Contractor shall be familiar with the planting and irrigation technical specifications —— failure to do so will not relieve the contractor of his responsibility to fulfill all requirements in said specifications.

2. Prior to any planting operations, the irrigation system shall be fully operational and all planting areas shall be thoroughly moistened.

3. The planting plan is diagrammatic, and all plant locations are approximate. Plant symbols take precedence over plant quantities shown on the plans and in the Plant Material Schedule. The Contractor shall verify all plant quantities and notify the Landscape Architect of any discrepancies between the quantities and the symbols shown. The Plant Materials Schedule is for the Contractor's convenience only.

4. No substitution of size, grade, variety or any species shall be permitted except by written permission of the Landscape Architect. Upon receiving Notice to Proceed, the Contractor shall provide written proof that the specified plant material is available and has been secured or reserved specifically for this project. Obtain nursery stock and other plant materials from reliable and stable sources prior to order and delivery.

5. Final Grade Preparation
   A. The subgrade Material Shall be rough graded to plus or minus one tenth (+0.1) foot of the final rough grade, which will allow the Contractor to achieve final finished grade through the placement of the topsoil.
   B. Protect existing trees, shrubs, lawns, existing structures, fences, roads, sidewalks, paving, curb and gutter and other features during Construction.
   C. Protect above or below grade utilities. Contact utility companies to repair damage to utilities. Contractor shall pay all cost of repairs which he causes.
   D. Maintain all benchmarks, control monuments and stakes, whether newly established by surveyor or previously existing. Protect from damage and dislocation.
   E. Grading Intent: Spot elevations and contours indicated are based on the best available data. The intent is to maintain constant slopes between spot elevations.
   F. Conduct work in an orderly manner. Do not create a nuisance. Do not permit soil accumulation on streets or sidewalks. Do not allow soil to be washed into sewers and storm drains.
   G. Grade slopes to provide adequate drainage after compaction. Do not create water pockets or ridges. Use all means necessary to prevent erosion of freshly graded areas during construction until surfaces have been constructed and landscaping areas have taken hold.
   H. Grades shall be smooth, even, and maintain a consistent uniform slope. Grades with undulating surfaces will be rejected and require re–grading.
   I. The Contractor shall maintain a minimum of two (2) percent drainage away from all buildings, structures, and walls. Finished grades shall be smoothed to eliminate puddling or standing water.
   J. All finished grades shall be approved by the Landscape Architect prior to installation of any plant materials.

6. All planting areas shall receive a minimum of twelve (12) inches of imported topsoil in planting beds. All topsoil used on this project shall meet the following criteria:
   A. pH:.....5.5 – 8.0
   B. EC (electrical conductivity):.....<2.0 mmhos per centimeter
   C. SAR (sodium absorption ratio):.....<3.0
   D. % OM (percent organic matter):.....2%
   E. Texture (particle size per USDA classification):
      I. Sand:..... <70%
      II. Silt:..... <70%
      III. Clay:..... <30%
      IV. Stone Fragments (gravels or any soil particle Greater than two (2) mm in size):..... <5% (by volume)
      V. Rocks > 1.5"..... None

   In addition, the topsoil shall be fertile, friable, natural loam and shall be capable of sustaining vigorous plant growth. It shall be free of stones, lumps, clods of hard earth, plants or their roots, sticks, and other extraneous matter. The topsoil shall contain neither noxious weeds nor their seeds. It shall not be used for planting operations while in a frozen or muddy condition. An appropriate fertilizer may be used to provide needed nutrients for healthy and vigorous plant growth. Follow recommendation of topsoil report.

7. The following procedure shall be followed in placing all topsoil:
   A. All areas to receive topsoil which have a slope of less than ten (10) percent shall be cross–ripped to a depth of four (4) to six (6) inches.
   B. The surface of the subgrade shall be scarified to a depth of two (2) inches to provide a transition zone between the subgrade and the topsoil. Place the topsoil on the subgrade and fine grade to the final finished grade and topsoil depths as indicated on the drawings and in these notes.
   C. Any required soil amendments (i.e. organic matter, fertilizer, gypsum, etc.) shall be placed directly on the topsoil at the required rates and spread evenly over the planting area. The amendments shall then be thoroughly blended into the topsoil to a depth of four (4) inches. Where only a dry, granular fertilizer is to be added, it may be applied to the surface and raked in during the fine grading process.

8. The Contractor shall obtain a soil analysis from any authorized soil testing agency of any existing stockpiled or imported topsoil to be used on the project to verify that it conforms to the topsoil specifications. Test results shall include horticultural nutrient recommendations. The soil samples shall be obtained per the testing agency directions. Allow ten (10) working days to obtain test results. The costs for such testing shall be the responsibility of the Contractor. Prior to delivery of the imported topsoil to the site, the Contractor shall provide to the Landscape Architect the name and location of the topsoil source, along with the certified soil analysis of the topsoil to be used. The analysis shall verify that the proposed topsoil meets the topsoil specifications, and is capable of supporting healthy plant growth.

9. After imported top soil has been delivered to the site, a second soils test may be required to verify that it is indeed the same soil as previously tested and designated for use in this project. No substitution of top soil shall be allowed without prior written authorization from the Landscape Architect.

10. All plants used for this project shall conform to the following:
    A. Any inspection certificates required by law shall accompany each delivery of plants and such certificate shall be filed with the Landscape Architect. All plants shall be subject to inspection and approval at the place of growth or upon delivery to the site for their quality, size, species, and variety. Such approval shall not impair the right of inspection and rejection at the site or during progress of work for size and condition of the plants, latent defects, or injuries. Any and all rejected plants shall be removed immediately from the premises by the Contractor. The Contractor shall make all replacements at his expense should he fail to comply in full with any of the specifications. Necessary replacements will be made as soon as weather conditions permit and all such plants replaced shall conform to all specifications herein.
    B. Plants shall be fresh and vigorous, of normal habit and growth, and free of disease, insects and insect eggs and insect larvae, weeds and weed seed. No heeled–in plants from cold storage shall be accepted except on approval by the Landscape Architect prior to installation.

11. All plants shall be installed using the following procedures:
    A. Plants shall be generally located as indicated by the drawing. The Contractor shall stake out the location of all plants and planting areas, and no excavation or installation shall commence until such locations have been approved by the Landscape Architect.
    B. All trees and shrubs shall be planted in pits as detailed in the planting details contained herein or as noted on the drawings. Tree and shrub pits shall be circular in outline, with a diameter at least two (2) times the diameter of the rootball of each plant to be installed. They shall be one to two and one half (1 – 2 ½) inches shallower than the rootball depth. When the plant is properly placed in the plant pit, the root collar shall be at or approximately one (1) inch above finished grade. The sides of the plant pit shall be roughened, and not smooth or sculpted.
    C. Plant backfill mix shall be one hundred (100) percent imported topsoil.
    D. For container grown plants, remove the container and place the plant vertically in the plant pit, directly on undisturbed soil. The root crown or collar shall be at or approximately one (1) inch above the finished grade. Perennial plants and ornamental grasses shall be planted with root collar at finished grade.
    E. For balled and burlapped plants, place the plant vertically in the center of the pit, with the rootball resting on undisturbed soil. Cut and remove the wire basket and burlap or other wrapping material from the rootball. This may be done with the rootball in the pit. Any burlap or wire pieces underneath the rootball may be left in place if they cannot be removed. Do not fold the burlap over, but cut away as much as possible without disturbing the rootball. No burlap shall be pulled from under the rootball. Backfill the bottom one third (1/3) of the pit as the wire and burlap are removed. In all cases, maintain the integrity of the rootball.
    F. Specified backfill material shall be carefully and firmly worked and tamped under and around the rootball to fill all voids. When backfilled and compacted to two thirds (2/3) the depth of the pit, thoroughly water with a hose to completely soak the roots and remove any air pockets.
    G. The plant pit shall then be completely backfilled with the specified backfill mix and tamped well. A shallow watering basin or rain cup shall be formed around each plant. This basin will be equal in diameter to that of the original planting pit.
    H. After planting, the following operations shall be performed:
       I. Stake and mulch all trees per installation details.
       II. Remove all nursery stakes ties, and tags from all plants. Prune and remove any dead, damaged, or broken branches. Maintain side growth on all trees.

12. Staking shall be performed as follows:
    A. Two (2) 2"x 2" square or 2" diameter round wood stakes, minimum ten (10) feet in length, shall be used to support each tree planted under this contract unless otherwise indicated. Metal t–posts shall not be used.
    B. Tree ties shall conform to the staking detail shown on the planting detail sheet. Wire and vinyl hose shall not be used.
    C. Each stake shall be located adjacent to the rootball, on opposing sides, to provide maximum support to the trunk. Do not penetrate the rootball with the stake.
    D. The stakes shall be driven into the pit bottom after the tree has been placed in the pit, but before backfilling begins so as to avoid damage to the roots.
    E. Stakes and ties shall be removed after one (1) full growing season from the time the tree was installed.

13. All plants shall be thoroughly watered immediately after planting. This shall mean full and thorough saturation of all backfill in the pits and beds during the same day of planting. Water shall be applied only by open end hose at very low pressure to avoid air pockets, injury to the plant, or washing away of backfill. When installed, watered, and fully settled, the plants shall be vertical. Subsequent watering shall be provided by the site's irrigation system. The Contractor shall insure that all plants, especially trees, receive sufficient water to maintain healthy growth and vigor. Over–watering shall be avoided, and prolonged saturation of the soil around the trees shall be eliminated by appropriately controlling the irrigation circuit which provides water to that area.

14. Mulch (see plant materials schedule and specifications for size requirements) shall be placed to a depth of three (3) inches on top of the topsoil in all planting beds and over tree planting pits. The finished grade of the mulch shall be as follows:
    A. Two (2) inches below the surface or finished grade of any paving, mowstrips, or walks adjacent to the planting area.
    B. One (1) inch below top of metal edging.
    C. At adjacent finished grade of the turf surrounding tree planting pits.
    D. In tree pits, the mulch shall be kept six (6) inches away from the base of the tree.
    E. Just prior to placement of the mulch, the Contractor shall treat the mulched areas with a pre–emergent herbicide according to the manufacturer's recommendations.

15. Throughout the course of planting, excess and waste materials as well as excavated subsoil shall be continuously and promptly removed. All areas shall be kept clear and all reasonable precautions taken to avoid damage to existing structures, plants, and grass. When planting has been completed in an area, it shall be thoroughly cleaned of all debris, rubbish, subsoil, and waste materials. These shall be removed from the property and disposed of legally. All planting tools shall also be put away.

16. Substantial Completion shall be defined as the complete installation of all plant materials, staking, mulching, and other work on the project in its entirety. Substantial completion shall not be given on designated portions of a project.
    A. At substantial completion of all planting work outlined in these plans, the Contractor shall contact the Landscape Architect to arrange for a walk through to verify that all aspects of the work have been completed. Work must be fully completed (except for final clean–up) according to all plans, notes, and specifications and exhibit professional workmanship.
    B. Notice by the Contractor shall be given, in writing, at least three (3) days in advance to the Owner's Representative and Landscape Architect so that proper scheduling can be made for those who are to attend.
    C. At the appointed time, an inspection of all plant materials, including staking and mulching, shall be made.
    D. A list of uncompleted items (punch list) shall be generated by the Landscape Architect and distributed to the Contractor and other involved parties within three (3) days of the substantial completion inspection. Each item on the punch list shall be corrected before the project will be approved and accepted by the Owner's representative. The Contractor will be back charged for time spent by the Owner and any consultants who have been brought to the site for a final inspection when the project is not ready for said inspection.

17. The maintenance/establishment period shall begin one (1) day after the substantial completion inspection. The Contractor shall complete all punch list items during this period, as well as maintain and operate the entire irrigation system. The Contractor shall maintain all plantings until they are fully established. No weeds shall be allowed in the planting areas. This shall be a minimum period of sixty (60) days. If winter weather interrupts the maintenance period, the maintenance period shall be suspended and the balance of the time shall be carried over to the next growing season and completed then. The Owner and Contractor shall mutually determine when the maintenance period is suspended and when it starts up again. The maintenance work required shall include but not be limited to the following:
    A. Appropriate watering of all plant materials.
    B. Weeding and removal of all weeds from groundcover and planting areas.
    C. Replacement of any dead, dying, or damaged trees, shrubs, perennials, or groundcover.
    D. Filling and replanting of any low areas which may cause standing water.
    E. Adjusting of sprinkler head heights and watering patterns.
    F. Filling and re–compaction of eroded areas, along with any required re–seeding and/or replanting.
    G. Weekly removal of all trash, litter, clippings, and all foreign debris.
    H. At thirty (30) days after planting, a balanced fertilizer (16–16–16) shall be applied to the planting areas at a rate of one half (½) pound of nitrogen per one thousand (1,000) square feet.

18. A final inspection shall be held prior to the end of the maintenance period to insure that all punch list items have been completed and the entire project is ready for acceptance by the Owner. Upon satisfaction that the Contractor has completed all punch list items, the irrigation system is fully and completely functional, and the required As–Built drawings, mylars and maintenance manuals have been submitted, the Owner shall accept the project. An official letter of final acceptance shall be prepared and issued to the Contractor, Landscape Architect, and the Owner's representative. Upon final acceptance of the project by the Owner's representative, the Owner shall assume full responsibility for the project, and the guarantee period shall begin.

19. Upon final acceptance of the project as being properly installed, the Contractor shall guarantee the plant materials as follows:
    A. All shrubs and groundcovers shall be guaranteed by the Contractor as to growth and health for a period of sixty (60) days after completion of the maintenance period and final acceptance.
    B. All trees shall be guaranteed by the Contractor to live and grow in an acceptable upright position for a period of one (1) year after completion of the maintenance period and final acceptance.

20. The Contractor shall, within fifteen (15) days after receiving written notification by Owner's representative, remove and replace all guaranteed plant materials which die or become unhealthy or appear to be in a badly impaired condition at any time during the guarantee period. Any plants that settle below or rise above the desired finished grade shall also be reset to the proper grade.
    A. All replacements shall be plants of the same kind, size, and quality as originally specified in the "plant list" and they shall be furnished, planted, staked, and maintained as specified herein at no additional cost.
    B. The Contractor will not be responsible for plants destroyed or lost due to occupancy of the project, vandalism on the part of others, or improper maintenance or lack thereof.

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

LANDSCAPE GENERAL NOTES

FILE : 07-21-055_LP-101-X
JUB PROJ. # : 07-21-055
DRAWN BY: BPRR
DESIGN BY: ACB
CHECKED BY: SP
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

SHEET NUMBER:
C-901

Plot Date:2/11/2022 10:37 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL_POLELINE\07-21-055_LP-101-X.DWG

CITY OF POST FALLS GENERAL LANDSCAPE NOTES

ALL CONTRACTOR WORK SHALL BE CONDUCTED IN ACCORDANCE WITH IDAHO STANDARD PUBLIC WORKS CONSTRUCTION, IDAHO STATE CODE, AND POST FALLS MUNICIPAL CODE.

SEE CIVIL PLANS FOR GRADING AND DRINAGE INFORMATION.

CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO DIGGING. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.

CONTRACTOR RESPONSIBLE FOR ALL REQUIRED PERMITS AND LOCAL CODES.

LANDSCAPING SHALL BE COMPLETED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. IF LANDSCAPING CANNOT BE COMPLETED PRIOR TO OCCUPANCY DUE TO WEATHER OR OTHER EXTENUATING CIRCUMSTANCE, FINANCIAL GUARANTEES SHALL BE PROVIDED.

CONTRACTOR IS RESPONSIBLE FOR CHECKING ANY QUESTIONABLE NOTES, PLANT NAMES, SIZES, AND QUANTITIES. IN THE EVENT OF DISCREPANCY OR SITE FACTORS AFFECTING INSTALLATION AS PER PLAN, NOTIFY THE LANDSCAPE ARCHITECT.

PROVIDE A FULLY IRRIGATED UNDERGROUND SPRINKLER SYSTEM FOR ALL LANDSCAPED AND SWALE AREAS. SYSTEM SHALL HAVE BACKFLOW PREVENTION. A SEPARATE WATER METER FOR IRRIGATION SHOULD BE INSTALLED SO THAT IRRIGATION WATER CAN BE SUBTRACTED FOR SEWER BILLING PURPOSES.

IRRIGATION FOR ALL RIGHT-OF-WAY LANDSCAPING SHALL BE THE RESPONSIBILITY OF ADJACENT PROPERTY OWNER(S).

NO PLANTING SHALL BE DONE UNTIL INSTALLATION OF THE IRRIGATION SYSTEM IS COMPLETED, FINAL GRADES HAVE BEEN ESTABLISHED, AND PLANTING AREAS HAVE BEEN PROPERLY GRADED AND PREPARED.

GROUND PREPARATION – PROPER GROUND PREPARATION AND INSTALLATION IS REQUIRED FOR AN APPROVED LANDSCAPE. THE FOLLOWING SPECIFICATIONS SHALL BE THE MINIMUM:

SOILS IN PLANTING AREAS SHALL HAVE ADEQUATE POROSITY TO ALLOW ROOT GROWTH. SOILS THAT HAVE BEEN COMPACTED SHALL BE LOOSENED TO INCREASE AERATION TO A MINIMUM DEPTH OF EIGHTEEN INCHES (18") OR REPLACED WITH IMPORTED TOPSOIL.

TOPSOIL THAT IS REASONABLY FREE OF STONES SHALL BE PLACED IN ALL PLANTING BEDS. SUBSOIL SHALL NOT BE USED AS A PLANTING MEDIUM. PLANTING AREAS MUST BE FILLED TO THE TOP OF ALL CURBING OR EDGING OF A PLANTING BED, ALLOWING FOR SETTLING OF APPROXIMATELY TWO INCHES (2") TO FINISH GRADE OF TURF OR GROUND COVER.

TOPSOIL BROUGHT TO THE SITE SHALL BE SANDY LOAM THAT IS NON-TOXIC, WELL-DRAINED, AND FREE OF NOXIOUS WEEDS, GRASS, BRUSH, STICKS, ROCKS GREATER THAN 1" DIAMETER, COURSE GRAVEL, HARD CLAY, AND OTHER DEBRIS UNLESS OTHERWISE NOTED. FINAL GRADE SHALL BE RAKED SMOOTH AND EVEN.

CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL QUANTITIES. IN THE CASE OF A DISCREPANCY, THE ILLUSTRATED LOCATIONS SHALL DICTATE COUNT.

ALL PLANT MATERIAL SHALL MEET OR EXCEED THE MINIMUM STANDARDS SET FORTH BY ANSI Z60.1 'AMERICAN STANDARD FOR NURSERY STOCK'. PLANTS NOT MEETING THESE STANDARDS FOR QUALITY, OR PLANTS DETERMINED TO BE UNHEALTHY OR DAMAGED, WILL BE REJECTED.

ALL PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED FOR 1-YEAR. LANDSCAPE CONTRACTOR SHALL REPLACE ANY PLANTS WHICH ARE DEAD, EXCEPT THOSE DUE TO VANDALISM OR NEGLECT, WITH PLANT MATERIAL EQUAL TO ORIGINAL.

ALL PLANTS TO BE APPROVED BY THE LANDSCAPE ARCHITECT, AND SUBSTITUTIONS APPROVED BY POST FALLS COMMUNITY DEVELOPMENT DEPARTMENT AND POST FALLS URBAN FORESTER.

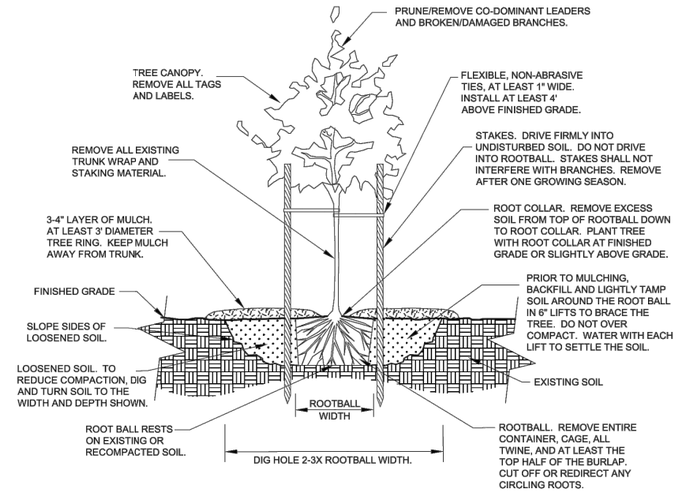
COORDINATE PLANTING AND INSPECTION WITH POST FALLS URBAN FORESTER.

ALL TREE PLANTING SHALL BE DONE IN ACCORDANCE WITH POST FALLS TREE PLANTING DETAIL AND POST FALLS TREE STANDARDS MANUAL.

TREES PLANTED ON SITE SHALL BE A MINIMUM OF 1 ½" CALIPER FOR BROADLEAFS AND 4' HEIGHT FOR CONIFERS.

ALL EXISTING TREES DESIGNATED TO REMAIN ON SITE DURING CONSTRUCTION MUST BE PROTECTED BY FOLLOWING ARBORICULTURE INDUSTRY BEST MANAGEMENT PRACTICES (ANSI A300 PART 5).

TREE RINGS SURROUNDING EXISTING TREES SHALL BE RE-ESTABLISHED TO COMPLY WITH POST FALLS TREE PLANTING DETAIL.

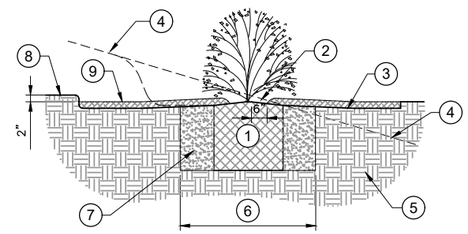


APPROVED BY: PARKS DIRECTOR — DATE: 2/7/17

POST FALLS STANDARDS FOR PARKS & R-O-W CONSTRUCTION

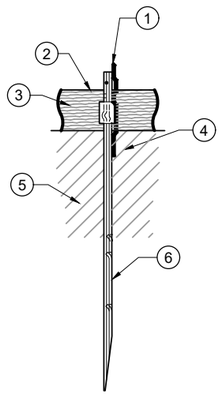
TREE PLANTING DETAIL

STANDARD DRAWING NO. **SD 3501**



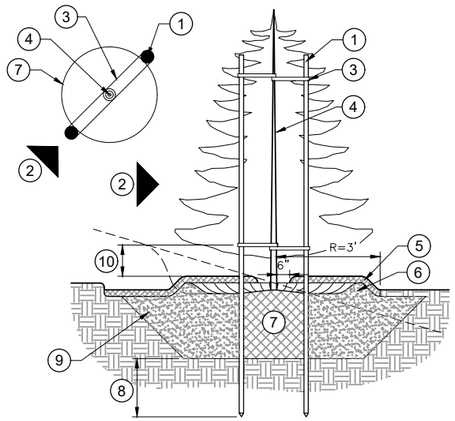
1. ROOT BALL
2. CROWN – AT FINISHED GRADE
3. FINISHED GRADE
4. FINISHED GRADE AT SLOPE (WHERE OCCURS)
5. UNDISTURBED SOIL
6. 2X ROOTBALL DIA. MIN.
7. BACKFILL MIX (SEE PLANTING NOTES)
8. TOP OF PAVING (WHERE APPLICABLE)
9. 3" LAYER OF MULCH

1 PERENNIAL PLANTING
NTS



1. METAL EDGING
2. FINISH GRADE OF MULCH 2" BELOW TOP OF EDGING
3. MULCH – SEE PLANNT MATERIAL SCHEDULE FOR TYPE AND SIZE
4. COMPACT GRADES ADJACENT TO EDGING TO AVOID SETTLING
5. TOPSOIL – SEE NOTES AND SPECIFICATIONS FOR TYPE AND DEPTH
6. 12" STAKES @ 4' O.C. (TYP.)

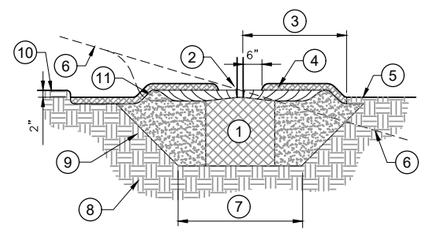
2 LANDSCAPE METAL EDGING
NTS



1. 2" DIA. OR 2"X2" SQ. X 10' STRAIGHT WOODEN STAKE (2 REQUIRED)
2. PREVAILING WIND DIRECTION
3. V.I.T. CINCH-TIE VINYL TREE TIE (2 PER STAKE, LENGTH AS REQUIRED). SECURE TO STAKE W/ GALV. NAIL. 1 PER TIE
4. TREE TRUNK
5. 3" LAYER SHREDDED BARK MULCH AROUND EACH TREE (3' RADIUS CIRCLE WHEN IN TURF)
6. WATERING BASIN – SEE TREE/SHRUB PLANTING DETAIL
7. ROOTBALL
8. 24" MIN
9. SEE TREE/SHRUB PLANTING DETAIL
10. 18" MAX.

NOTE: STAKES SHALL BE REMOVED AFTER ONE COMPLETE GROWING SEASON.

3 EVERGREEN TREE STAKING W/ WATERING BASIN
NTS



1. ROOTBALL
2. CROWN – APPROXIMATELY 1" ABOVE FINISH GRADE
3. 3' RADIUS CIRCLE OF SHREDDED BARK MULCH WHEN TREE IS LOCATED IN TURF
4. 3" LAYER OF MULCH
5. FINISHED GRADE
6. FINISHED GRADE AT SLOPE (WHERE SLOPE OCCURS)
7. 2X ROOTBALL DIA. MIN. W/ 45 DEGREE SIDES
8. UNDISTURBED SOIL
9. BACKFILL MIX (SEE PLANTING NOTES)
10. TOP OF PAVING (WHERE APPLICABLE)
11. 3" HIGH WATERING BASIN

4 TREE/SHRUB PLANTING W/ WATERING BASIN
NTS

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

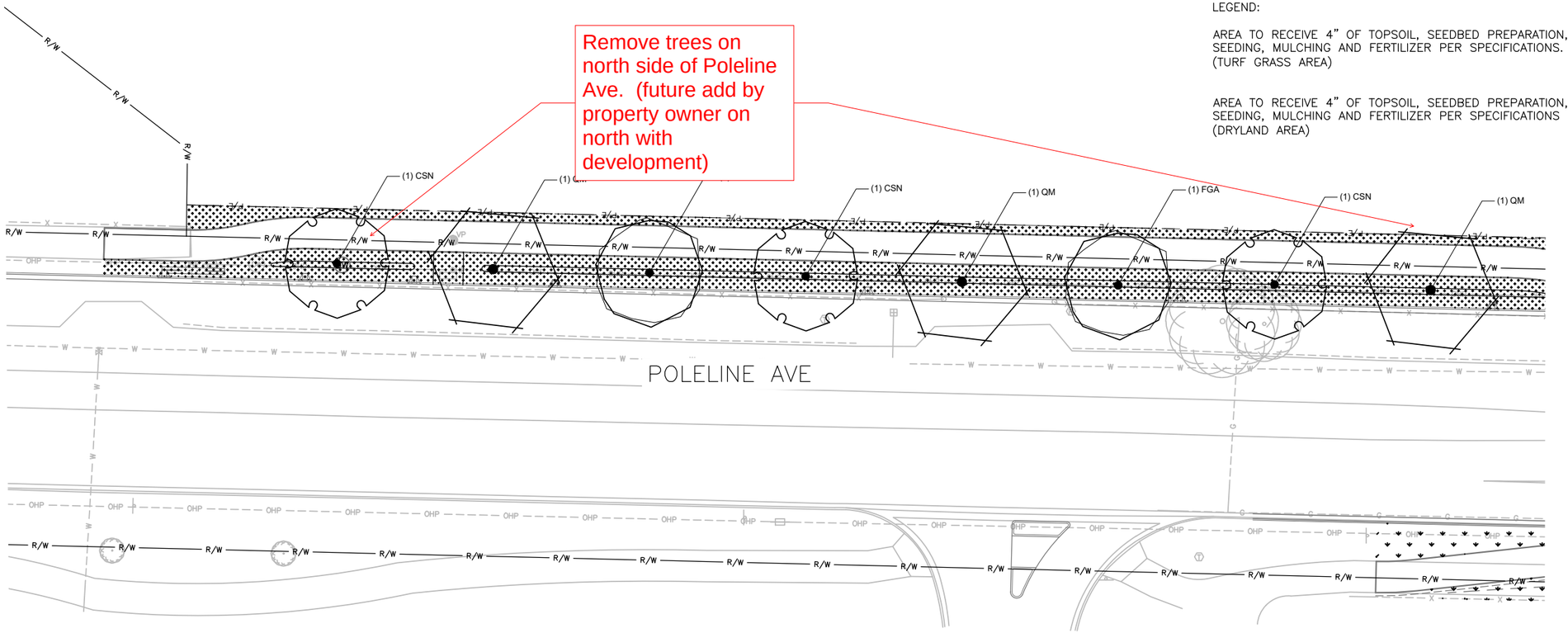
POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

LANDSCAPE DETAILS

FILE: 07-21-055_LP-101-X
JUB PROJ. # : 07-21-055
DRAWN BY: BPRR
DESIGN BY: ACB
CHECKED BY: SP
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/10/2022

SHEET NUMBER:
C-902

Plot Date:2/11/2022 10:37 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRD\RAB\DESIGN\CAD\SHEET - CECIL-POLELINE@07-21-055_LP-101-X.DWG



LEGEND:

AREA TO RECEIVE 4" OF TOPSOIL, SEEDBED PREPARATION, SEEDING, MULCHING AND FERTILIZER PER SPECIFICATIONS. (TURF GRASS AREA)

AREA TO RECEIVE 4" OF TOPSOIL, SEEDBED PREPARATION, SEEDING, MULCHING AND FERTILIZER PER SPECIFICATIONS (DRYLAND AREA)

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	CSN	3	Catalpa speciosa	Northern Catalpa	B&B/Cont.	2"Cal	
	FGA	2	Fagus grandifolia	American Beech	B&B/Cont.	2"Cal	
	QM	3	Quercus macrocarpa	Burr Oak	B&B/Cont.	2"Cal	

N

0 20 40

SCALE IN FEET

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Phone: 208.762.8787
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PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

LANDSCAPE PLANTING AND IRRIGATION PLAN

FILE : 07-21-055_C-900
JUB PROJ. # : 07-21-055
DRAWN BY: KPS
DESIGN BY: KPS
CHECKED BY: TM

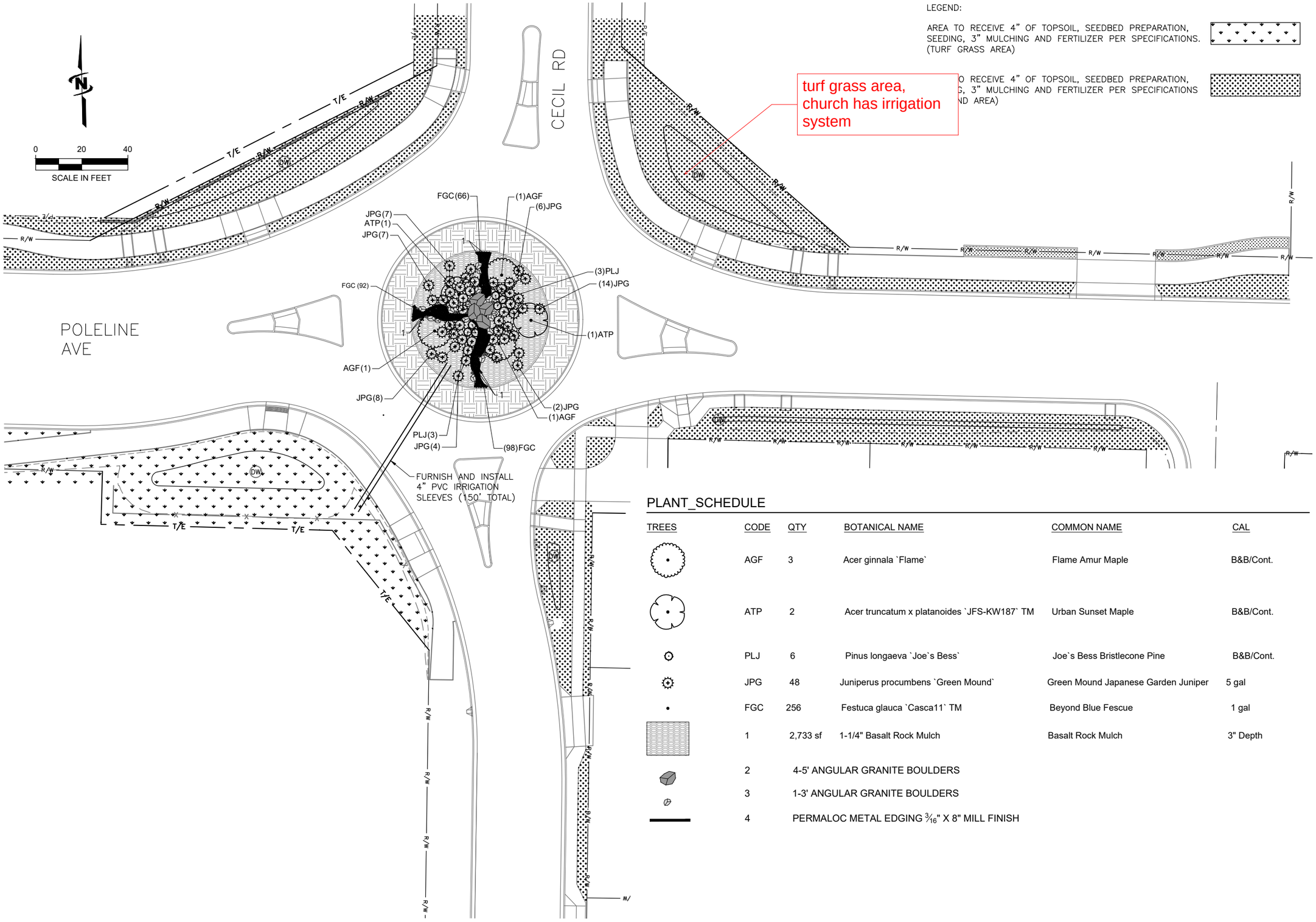
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 2/11/2022

DRAWING:
C-903

SHEET: 62 OF 67

Plot Date:2/11/2022 10:38 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITY\PROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-900.DWG



LEGEND:

AREA TO RECEIVE 4" OF TOPSOIL, SEEDBED PREPARATION, SEEDING, 3" MULCHING AND FERTILIZER PER SPECIFICATIONS. (TURF GRASS AREA)

O RECEIVE 4" OF TOPSOIL, SEEDBED PREPARATION, G, 3" MULCHING AND FERTILIZER PER SPECIFICATIONS ND AREA)

turf grass area, church has irrigation system

PLANT_SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CAL
	AGF	3	Acer ginnala `Flame`	Flame Amur Maple	B&B/Cont.
	ATP	2	Acer truncatum x platanoides `JFS-KW187` TM	Urban Sunset Maple	B&B/Cont.
	PLJ	6	Pinus longaeva `Joe`s Bess`	Joe`s Bess Bristlecone Pine	B&B/Cont.
	JPG	48	Juniperus procumbens `Green Mound`	Green Mound Japanese Garden Juniper	5 gal
	FGC	256	Festuca glauca `Casca11` TM	Beyond Blue Fescue	1 gal
	1	2,733 sf	1-1/4" Basalt Rock Mulch	Basalt Rock Mulch	3" Depth
	2		4-5' ANGULAR GRANITE BOULDERS		
	3		1-3' ANGULAR GRANITE BOULDERS		
	4		PERMALOC METAL EDGING 3/16" X 8" MILL FINISH		

JUB ENGINEERS, INC.
J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

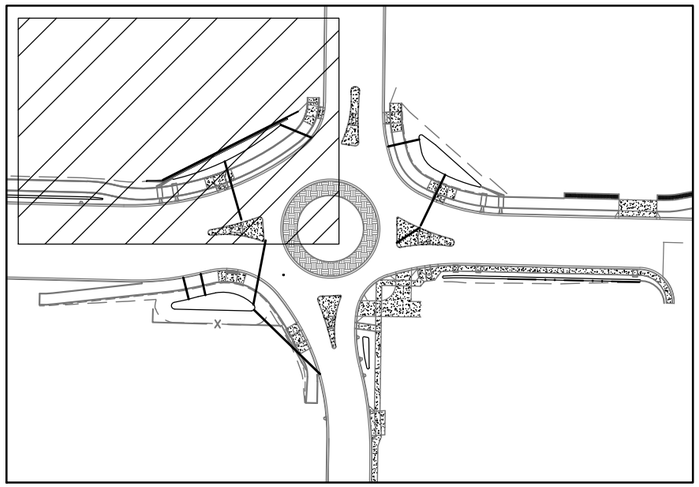
LANDSCAPE PLANTING AND IRRIGATION PLAN

FILE : 07-21-055_C-900
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
C-904

SHEET: 63 OF 67

Plot Date:2/11/2022 10:38 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_C-900.DWG



NORTHWEST QUADRANT ROUNDABOUT GRADING DETAIL

0 10 20
SCALE IN FEET

KEYED NOTES

- (SD1) OUTLET PROTECTION PER LANDSCAPE AND IRRIGATION PLAN.
- (SD2) TYPE 1 CATCH BASIN AND GRATE (LOW POINT); SEE POST FALLS SD 602
- (SD3) TYPE 1 CATCH BASIN AND GRATE (BYPASS); SEE POST FALLS SD 602
- (SD4) 10-INCH STORM DRAIN PIPE, CLASS D3034 PVC
- (SD5) 10-INCH STORM DRAIN PIPE CLASS C900 PVC
- (SD6) 8-INCH STORM DRAIN PIPE, CLASS C900 PVC
- (SD7) DRYWELL – SEE C-200 SHEETS FOR ADDITIONAL INFORMATION

GENERAL NOTE:

1. CATCH BASIN RIM ELEVATIONS ARE TO THE CENTER OF THE CATCH BASIN AT THE FLOW LINE OF THE GUTTER.

SD1
STA: 43+91.63, 65.22' L
INVOUT: 2225.00

SWALE BOTTOM ELEV: 2225.00
SWALE BOTTOM AREA: 674 SF

SD3
STA: 43+80.00, 37.10' L
RIM: 2228.80
INVOUT: 2225.60

SD4

SD7

SD1
STA: 28+10.50, 67.97' L
INVOUT: 2225.00

RETAINING WALL SEE OTHER SHEETS

SD1
CONNECT LOW POINT DRAINAGE CURB CUT SWALE BOTTOM

SIDEWALK UNDERDRAIN (CURB SEPARATED) PER MODIFIED SD 605

LOW POINT

SIDEWALK UNDERDRAIN (CURB SEPARATED) PER MODIFIED SD 605

SD6

SD3
STA: 28+21.08, 14.72' L
RIM: 2226.86
INVOUT: 2225.19

POLELINE AVE

CECIL RD

27+00 28+00 29+00 43+00

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STORM SEWER AND SWALE GRADING PLAN

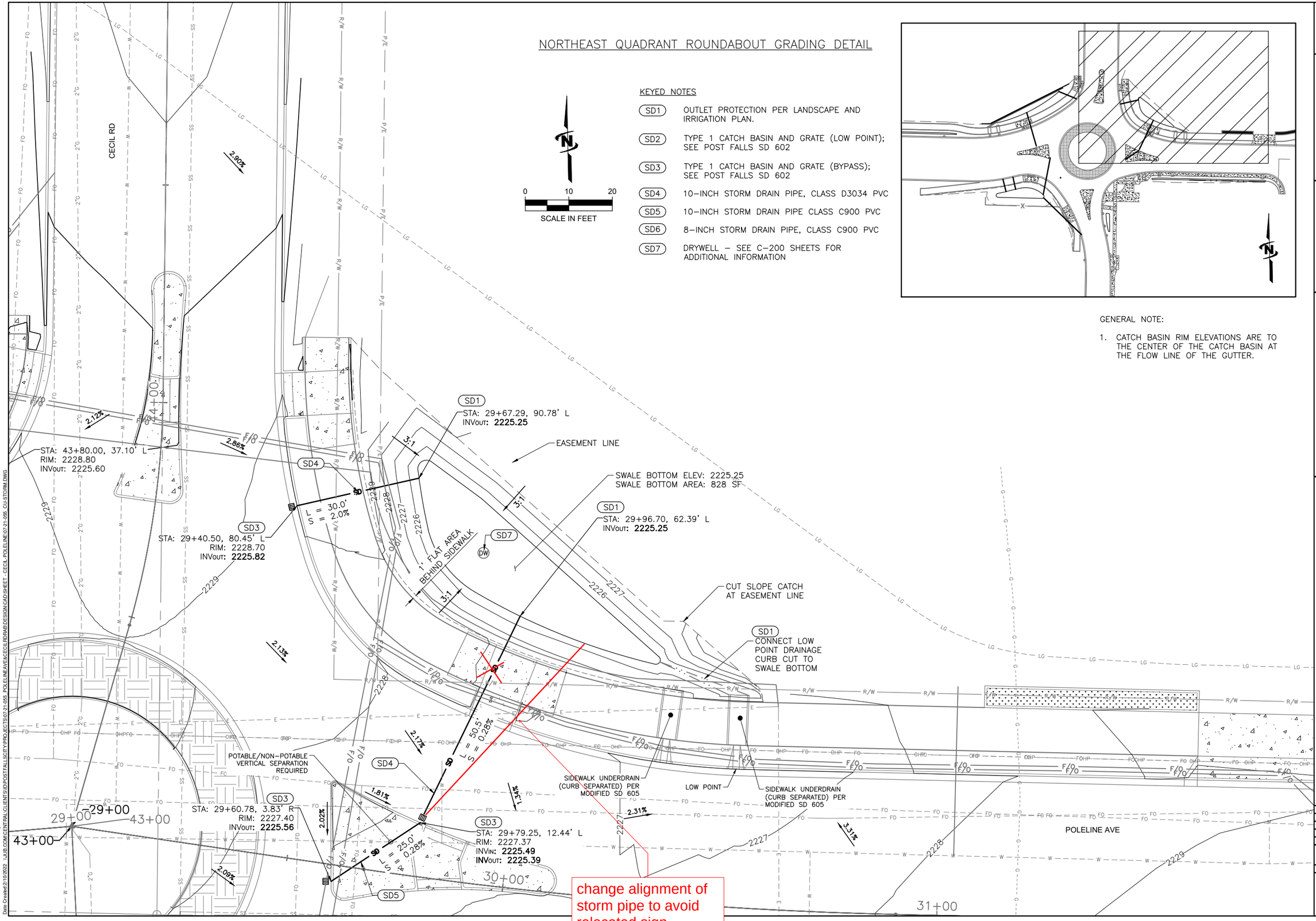
FILE: 07-21-055_CU-STORM
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
CU-101

SHEET: 64 OF 67

Plot Date:2/11/2022 10:38 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRD\RAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_CU-STORM.DWG

NORTHEAST QUADRANT ROUNDABOUT GRADING DETAIL



KEYED NOTES

- (SD1) OUTLET PROTECTION PER LANDSCAPE AND IRRIGATION PLAN.
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- (SD6) 8-INCH STORM DRAIN PIPE, CLASS C900 PVC
- (SD7) DRYWELL – SEE C-200 SHEETS FOR ADDITIONAL INFORMATION

0 10 20
SCALE IN FEET

GENERAL NOTE:

1. CATCH BASIN RIM ELEVATIONS ARE TO THE CENTER OF THE CATCH BASIN AT THE FLOW LINE OF THE GUTTER.

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7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

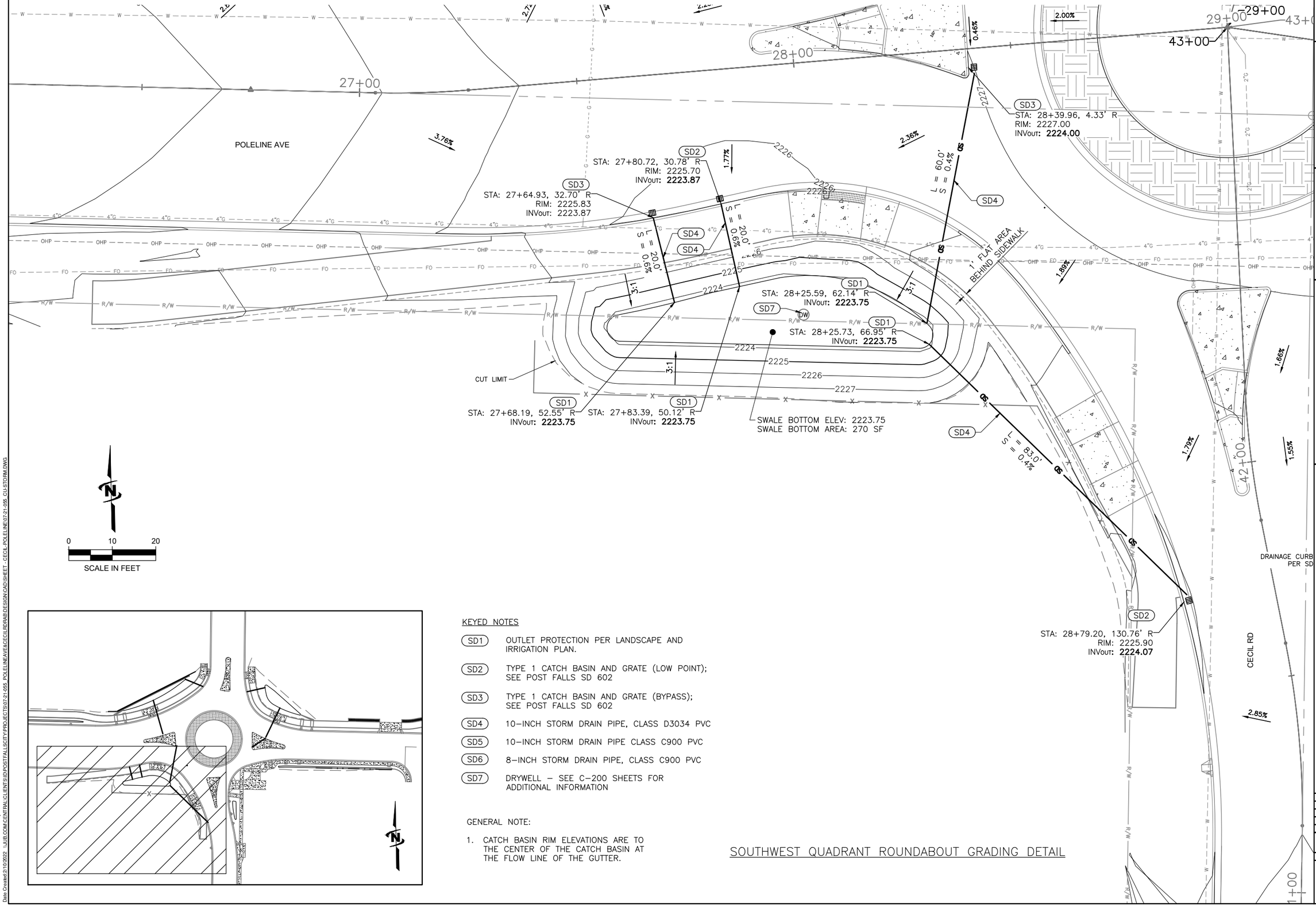
STORM SEWER AND SWALE GRADING PLAN

FILE: 07-21-055_CU-STORM
JUB PROJ. #: 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
CU-102

SHEET: 65 OF 67

Plot Date:2/11/2022 10:39 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRDRAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_CU-STORM.DWG



KEYED NOTES

(SD1) OUTLET PROTECTION PER LANDSCAPE AND IRRIGATION PLAN.

(SD2) TYPE 1 CATCH BASIN AND GRATE (LOW POINT); SEE POST FALLS SD 602

(SD3) TYPE 1 CATCH BASIN AND GRATE (BYPASS); SEE POST FALLS SD 602

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(SD7) DRYWELL - SEE C-200 SHEETS FOR ADDITIONAL INFORMATION

GENERAL NOTE:

1. CATCH BASIN RIM ELEVATIONS ARE TO THE CENTER OF THE CATCH BASIN AT THE FLOW LINE OF THE GUTTER.

SOUTHWEST QUADRANT ROUNDABOUT GRADING DETAIL

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

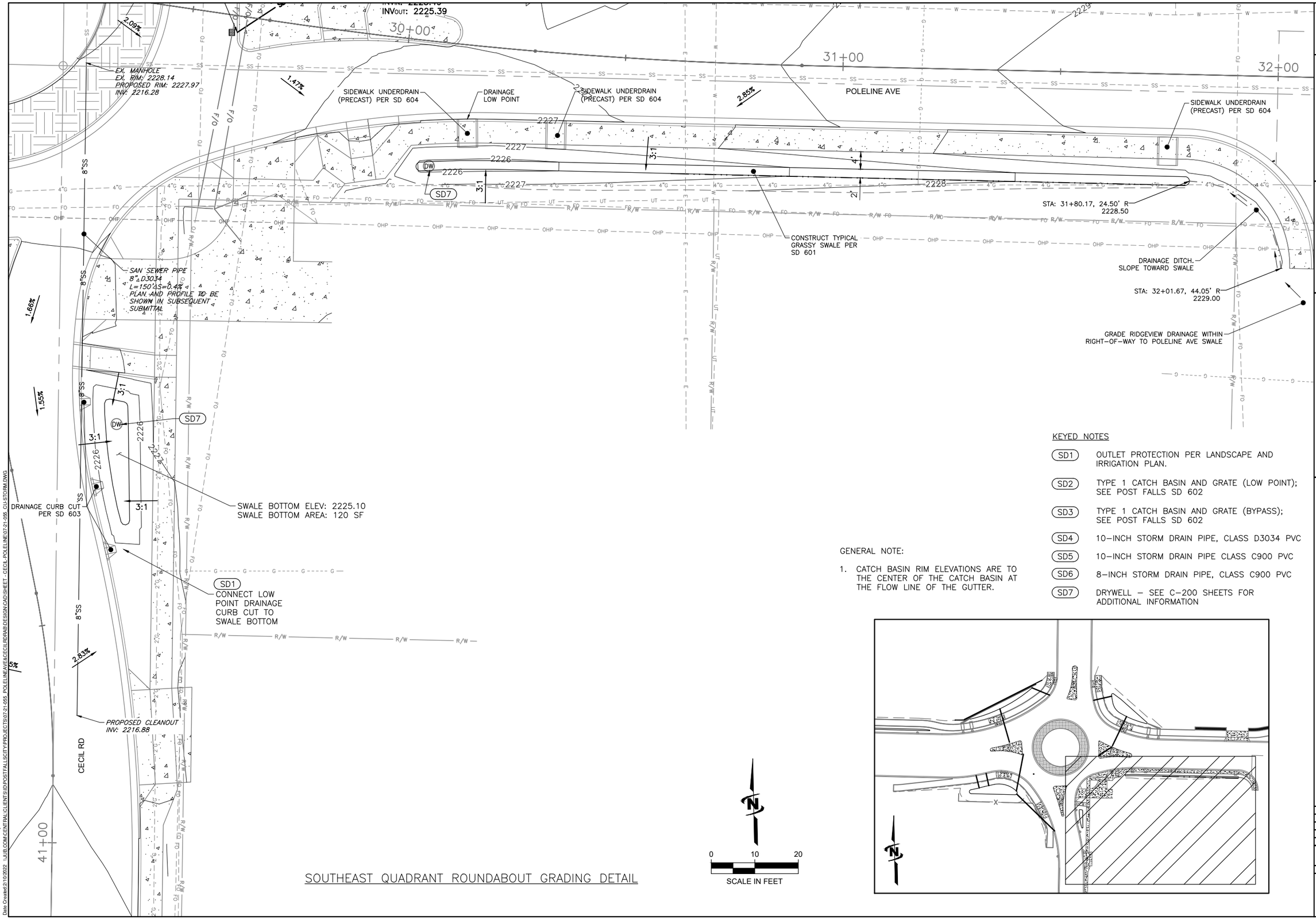
POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STORM SEWER AND SWALE GRADING PLAN

FILE : 07-21-055_CU-STORM
JUB PROJ. # : 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
CU-103
SHEET: 66 OF 67

Plot Date:2/11/2022 10:28 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLS\CITYPROJECTS\07-21-055_POLELINEAVE&CECILRD\RAB\DESIGN\CAD\SHEET - CECIL-POLELINE\07-21-055_CU-STORM.DWG



SOUTHEAST QUADRANT ROUNDABOUT GRADING DETAIL

KEYED NOTES

(SD1) OUTLET PROTECTION PER LANDSCAPE AND IRRIGATION PLAN.

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0 10 20
SCALE IN FEET

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Coeur d'Alene, ID 83815
Phone: 208.762.8787
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POLELINE AVE AND CECIL RD ROUNDABOUT
CITY OF POST FALLS

STORM SEWER AND SWALE GRADING PLAN

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JUB PROJ. #: 07-21-055
DRAWN BY: WG
DESIGN BY: WG
CHECKED BY: TM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/11/2022

DRAWING:
CU-104

SHEET: 67 OF 67

Plot Date:2/11/2022 10:38 AM Plotted By: Kevin P. Smith
Date Created:2/10/2022 \\JUB.COM\CENTRAL\CLIENTS\ID\POSTFALLSCITY\PROJECTS\07-21-055_POLELINEAVE&CECILRD\RAB\DESIGN\CAD\SHEET - CECIL_POLELINE\07-21-055_CU-STORM.DWG

BID AND CONTRACT DOCUMENTS

for

City of Post Falls
Kootenai County, Idaho

Poleline Ave. & Cecil Rd. Roundabout

February 2022

95% AGENCY REVIEW
NOT FOR CONSTRUCTION

Engineers

J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d'Alene, Idaho 83815
(208) 762-8787

Owner

City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854
(208) 773-3511

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BID AND CONTRACT DOCUMENTS

for

City of Post Falls
Kootenai County, Idaho

Poleline Ave. & Cecil Rd. Roundabout

February 2022

NOTICE AND DISCLAIMER

THE PLANS AND/OR SPECIFICATIONS (DOCUMENTS) ARE THE PROPERTY OF J-U-B ENGINEERS, INC. ("J-U-B") AND BY USING THE DOCUMENTS YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS NOTICE AND DISCLAIMER.

THE USE OF THE DOCUMENTS CREATES NO DUTY IN CONTRACT, TORT, EQUITY OR OTHERWISE OF J-U-B TO THE USER. THE USER SHALL NOT (I) DISSEMINATE THE DOCUMENTS, OR ANY PART THEREOF, TO OTHERS WITHOUT THE WRITTEN CONSENT OF J-U-B, OR (II) USE THE DOCUMENTS, OR ANY PART THEREOF, FOR ANY USE OTHER THAN AS DESIGNATED HEREIN FOR THE INTENDED PROJECT. THE DOCUMENTS ARE NOT INTENDED FOR USE IN CREATING DTM FOR GRADING OR EARTHWORK, SURVEY STAKING LAYOUT (UNLESS SPECIFICALLY IDENTIFIED AS SUCH IN THE DOCUMENTS), OR PROPERTY BOUNDARY LAYOUTS.

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Prepared by

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7825 Meadowlark Way
Coeur d'Alene, Idaho 83815
208-762-8787

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City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

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BID AND CONTRACT DOCUMENTS

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- Document 00040 - Bidder's Checklist
- Document 00200 - Instructions to Bidders
- Document 00410 - Bid Form
- Document 00415 - Contractor's Non-Collusion Affidavit
- Document 00420 - Anti-Discrimination Affidavit
- Document 00430 - Bid Bond Penal Sum Form
- Document 00440 - Naming of Subcontractors Form

SECTION 1-B – CONTRACT FORMS (White)
- Document 00510 – Notice of Award
- Document 00520 – Agreement Between Owner and Contractor for Construction Contract
- Document 00550 – Notice to Proceed
- Document 00610 – Performance Bond
- Document 00615 – Payment Bond
- State Tax Commission Public Works Contract Report (WH-5)
- Document 00620 – Contractor's Application for Payment
- Document 00625 – Certificate of Substantial Completion
- Document 00940 – Work Change Directive
- Document 00941 – Change Order
- Document 00942 – Field Order
- Affidavit of Payment or Securement of All Taxes

SECTION 2 – GENERAL CONDITIONS (Green)
- ISPWC Division 100 – Standard General Conditions to the Construction Contract

SECTION 3 – SUPPLEMENTARY CONDITIONS (Blue)

SECTION 4 – SUPPLEMENTAL TECHNICAL SPECIFICATIONS TO THE 2017 ISPWC (Tan)

SECTION 5 - TECHNICAL SPECIFICATIONS (Yellow)
- Section 01010 – Summary of Work
- Section 01014 – Work Sequence
- Section 01019 – Contract Considerations

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Section 01400 – Quality Assurance and Quality Control
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SP-2 – Reset Sign on New Post
SP-3 – Sidewalk Underdrain
SP-4 – Retaining Wall
SP-5 – Relocate Mailbox
SP-6 – Asphalt Chip Seal and Fog Coat
SP-7 – Pavement Markers
SP-8 – Orange Construction Fence
SP-9 – Rectangular Rapid-Flashing Beacon
SP-10 – Irrigation Sleeves
SP-11 – Landscape Irrigation
SP-12 – Planting
SP-13 – Fencing

City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Advertisement for Bids

General Notice

The City of Post Falls, Idaho (Owner) is requesting Bids for the **Poleline Ave. & Cecil Rd. Roundabout.** Bids for the construction of the Project will be received at the **Post Falls City Hall** located at **408 N. Spokane Street, Post Falls, Idaho 83854**, until **Friday, April 8, 2022** at **2:00 PM** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

> Construction of a two-lane round-a-bout at the Cecil Road and Poleline Avenue intersection and widening a portion of Poleline Avenue in Post Falls, Idaho. Work includes roadway reconstruction, curb, gutter, sidewalk, paved trail, landscaping, lighting, signing, pavement marking, and drainage infrastructure.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website: www.jubplanroom.com. Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Contract Documents may be examined at the following locations:

- City of Post Falls; 408 N. Spokane Street, Post Falls, ID 83854
- J-U-B ENGINEERS, Inc.; 7825 Meadowlark Way; Coeur d'Alene, Idaho 83815

Pre-bid Conference

A pre-bid conference for the Project will be held on **Wednesday, March 30, 2022** at **2:00 pm** at the Post Falls City Hall (408 N. Spokane Street, Post Falls, Idaho 83854)**.** Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashier's check or cash in the amount of 5%<PERCENT> of the amount of the bid proposal. Said bid security shall be forfeited to the Owner as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

The Owner (defined in Article 1 of Instructions to Bidders) reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the Owner (defined in Article 1 of Instructions to Bidders)

Questions during bidding should be directed to Kevin Smith, P.E. at J-U-B ENGINEERS, Inc. at 7825 Meadowlark Way; Coeur d'Alene, Idaho; phone 208-762-8787; fax 208-762-9797; email ksmith@jub.com.

The City of Post Falls City Council, in accordance with Title VI of the Civil Rights Act of 1964, 78 stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all firms that no person or organization shall be discriminated against based on race, religion, color, age, sex or national origin in consideration for an award issued pursuant to this advertisement. To the extent, Bidder intends to subcontract any of the work subject to this advertisement, the Bidder must include this notice in any agreements with subcontractors. Additionally, minority business enterprises are encouraged to submit responses to this invitation.

This Advertisement is issued by:

Owner: **City of Post Falls, Idaho**
By:
Title: City Engineer
Date: **3/8/2022 and 3/25/2022**

City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Bidder's Checklist

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

Check off when completed:

1._____ Are all blank spaces filled out on Bid Form?

2._____ Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?

3._____ Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and unit prices must be shown in words and figures.

4._____ Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number, evidence of authority to sign, etc.?

5. _____ Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number?

6._____ Have all Addenda been received and acknowledged with the proper signature on the Bid Form?

7._____ In order for a Bid to be considered, the Bid form, Bid Security, naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.

8._____ Has Bid Security been enclosed?

9._____ Has Bidder performed examinations in accordance with the Instructions to Bidders?

10.____ Has Bidder included additional information required in Article 15 of the Instructions to Bidders?

11.____ Has the Contractor's Non-Collusion Affidavit Form been enclosed?

12.____ Has the Anti-Discrimination Affidavit Form been enclosed?

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City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Instructions to Bidders

Article 1 – Defined Terms 1
Article 2 – Copies of Bidding Documents 1
Article 3 – Qualifications of Bidders 1
Article 4 – Examination of Bidding Documents, Other Related Data, and Site 2
Article 5 – Pre-Bid Conference 4
Article 6 – Site and Other Areas 4
Article 7 – Interpretations and Addenda 4
Article 8 – Bid Security 4
Article 9 – Contract Times 5
Article 10 – Liquidated Damages 5
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Article 12 – Subcontractors, Suppliers and Others 5
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Article 14 – Basis of Bid; Comparison of Bids 6
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ARTICLE 1 – DEFINED TERMS

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

A. *Owner* – One who receives, open bids, and is anticipated to enter into an agreement with the contractor. The Owner for this project is:

City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854

B. *Engineer and Issuing Office* – The firm and office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office for this project is:

J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d'Alene, ID 83815

C. *Bidder* – One who submits a Bid directly to the Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

D. *Successful Bidder* – The lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The owner will review the bids and consider an award based on the total of the Base Bid or the Base Bid plus Additive Alternate – Item A.

remove

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

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

3.03 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor's License to submit a Bid or proposal for this project. If this project is financed in whole or in part with federal aid funds, a Public Works Contractor License is not required to Bid or propose, but will be required prior to award.

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

4.01 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

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

4.03 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

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

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

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

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

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

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

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

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

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

4.05 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous 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).

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request at the cost of reproduction. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.06 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

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

Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.08 Stormwater Discharge Permits

Contractor is hereby notified of its duty to comply with the NPDES General Permit for Storm Water Discharges from Construction Activities, (Construction General Permit, or CGP). The CGP authorizes storm water discharges from construction activities that result in a total land disturbance equal to or greater than one acre, where those discharges enter surface waters of the United States. Information at the GCP, best management practices, and instruction for filing a Notice in Intent (NOI) may be found on the internet at:

https://www.deq.idaho.gov/water-quality/wastewater/storm-water/

Contractors shall provide a copy of the NOI and Storm Water Pollution Prevention Plan (SWPPP) to the city upon request (if required by the project).

This project is anticipated to have ground disturbing activities equal to or greater than one acre and discharge to surface waters of the United States. This project is anticipated to have ground disturbing activities less than 5 acres and may qualify for a Low-Erosivity Waiver (LEW) with the EPA to satisfy the CGP requirements. Obtaining a LEW does not relieve the contractor from implementing erosion control measures identified in the contract documents.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference may be held, as detailed in the Advertisement for Bids.

ARTICLE 6 – SITE AND OTHER AREAS

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda ~~mailed or~~ delivered to all parties recorded by Engineer **via www.jubplanroom.com as** having received the Bidding Documents. Questions received less than 5 working days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of cash, a certified check, cashier's check, ~~bank money order~~, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

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

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 15 days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement. The submission of a Bid is a representation by the Bidder that Bidder will commence construction work and will complete construction during the time specified in the contract documents.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

Per Idaho Code 67-2310, Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid submitted by the Bidder unresponsive and voidable. Use naming of subcontractors form 00440.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or Issuing Office.

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

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. ~~The corporate seal shall be affixed and attested by the secretary or an assistant secretary.~~ The corporate address and state of incorporation shall be shown.

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

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

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

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

13.08 All names shall be printed in ink below the signatures**.**

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

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

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

13.12 The Bid shall contain evidence of Bidder's authority and qualification to do business in Idaho. If the project is federally funded, signing the Bid Form constitutes a covenant to obtain such qualification prior to award of the Contract. Bidder's Idaho Public Works Contractor License Number shall also be shown on the Bid form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Not Used

14.02 *Unit Price*

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

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

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

D. The successful low bidder will be the combination of the base bid and any alternatives, as defined in the bid form.

14.03 *Allowances*

A. Not Used

14.04 *Completion Time Comparisons*

A. Not Used

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished the Bid Form and the Bid Bond Form.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If the Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Owner at the place indicated in Paragraph 1.01 of the Instructions to Bidders.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

16.03 Relief from Bids. (a) If an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report

shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.

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

a) A clerical or mathematical mistake was made;

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

c) The mistake was material.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids. Due to the COVID-19 Pandemic, bid opening procedures may be modified in the Advertisement for Bid or by Addendum.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

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

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

19.04 ~~If the Contract is to be awarded, Owner will award the Contract to the lowest responsive Bidder.~~ The Owner will review the bids and consider an award based on the total of the Base Bid.

19.05 Owner reserves the right to reject all Bids in the event the Bids exceed the Owner's ability to finance the project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds on the prescribed forms included in the Contract Forms.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

~~22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No.). Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.~~

22.01 Refer to Article 6 of the General Conditions for tax requirements.

ARTICLE 23 – RETAINAGE

23.01 Provisions for retainage are as established in Article 6 of the Agreement. ~~Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.~~

ARTICLE 24 – CONTRACTS TO BE ASSIGNED

24.01 Not Used

ARTICLE 25 – PARTNERING

25.01 Not Used

ARTICLE 26 – DISPOSAL SITES

26.01 Contractor to provide disposal sites. Any agreement reached between the landowners and the contractor for disposal of waste material will not include the Owner of the project, and all disposal must meet local regulations.

City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Bid Form

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Post Falls
Attn: City Clerk
408 N. Spokane Street
Post Falls, Idaho 83854

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of ~~all~~ which is hereby acknowledged:

Addendum No.	Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods,

techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BASE BID					
SCHEDULE 1 – TRANSPORTATION					
2010.4.1.A.1	Mobilization, Demobilization, Bonding, and Insurance	1	LS		
201.4.1.G.1	Removal of Obstructions	1	LS		
202.4.1.D.1	Excavation and Site Grading	1	LS		
202.4.6.B.1	Imported Borrow	300	TON		
202.4.9.A.1	Soft Spot Repair	150	CY		
206.4.1.K.1	Permanent Erosion Control	1	LS		
402.4.1.A.1	Gate Valve - Size 8"	1	EA		
403.4.1.B.1	Hydrant (RPWD)	1	EA		
404.4.1.A.1	Water Service Connection (RPWD) - Size 1"	1	EA		
501.4.1.B.1	Gravity Sewer Pipe - 8" PVC SDR 35 3034	150	FT		
601.4.1.A.5	8-inch Storm Drain Pipe, Class D3034 PVC	55	LF		
601.4.1.A.7	10-inch Storm Drain Pipe, Class D3034 PVC	290	LF		
601.4.1.A.9	10-inch Storm Drain Pipe, Class C900 PVC	25	LF		
602.4.1.F.1	Catch Basin - Type 1	9	EA		
602.4.1.P.1	Drainage Curb Cut	12	EA		
705.4.1.A.1	Truck Apron Concrete	316	SY		
706.4.1.A.3	Standard Straight Curb	586	LF		
706.4.1.A.5	Standard Curb and Gutter	2,973	LF		
706.4.1.A.7	Truck Apron Curb	280	LF		
706.4.1.A.9	Central Island Curb	189	LF		
706.4.1.B.1	Valley Gutter	20	LF		
706.4.1.E.1	Concrete Sidewalk	283	SY		

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
706.4.1.F.1	Concrete Driveway Approach - Type B	41	SY		
706.4.1.F.3	Concrete Driveway Approach - Type A	163	SY		
706.4.1.H.1	Pedestrian Ramp and Tactile Warning Surfaces	335	SY		
706.4.1.K.1	Splitter Island Concrete	193	SY		
706.4.1.L.1	Driveway Flatwork	92	SY		
802.4.1.B.1	Crushed Aggregate for Base Type I	2,465	TON		
810.4.1.A.1	Plant Mix Pavement, ½" SP-3	1,324	TON		
810.4.1.B.1	Multi-use Trail	1,301	SY		
1001.4.2.B.1	Stabilized Construction Entrance	4	EA		
1006.4.1.C.1	Inlet Protection	5	EA		
1102.4.1.A.1	Lighting Preparations (KEC)	1	LS		
1102.4.1.A.3	Lighting Preparations (Avista)	1	LS		
1103.4.1.A.1	Construction Traffic Control	1	LS		
1103.4.1.C.3	Class II Terminus Barricade	1	EA		
1104.4.1.A.1	Waterborne Pavement Markings	6,116	SF		
1104.4.1.B.1	Thermoplastic Pavement Markings	1,338	SF		
1105.4.1.E.1	Permanent Signing	37	EA		
2030.4.1.A.1	Manhole, Adjust to Grade	1	EA		
2030.4.1.B.1	Drywell, Adjust to Grade	1	EA		
2030.4.1.C.1	Valve Box, Adjust to Grade	8	EA		
2030.4.1.D.1	Sewer Clean Out, Adjust to Grade	1	EA		
SP-1.1	Drywell - Single Depth	4	EA		
SP-1.2	Drywell - Double Depth	1	EA		
SP-2	Reset Sign on New Post	9	EA		
SP-3.1	Sidewalk Underdrain (Precast)	3	EA		
SP-3.2	Sidewalk Underdrain (Curb Separated) Modified	4	EA		
SP-4	Retaining Wall	1	LS		
SP-5	Relocate Mailbox	1	EA		
SP-6.1	3/8" Chip Seal	16,239	SY		
SP-6.2	Fog Coat	1,786	GAL		

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
SP-7	Raised Pavement Marker	21	EA		
SP-8	Orange Construction Fence	500	LF		
SP-9.1	Rectangular Rapid-Flashing Beacon (Single Sided)	6	EA		
SP-9.2	Rectangular Rapid-Flashing Beacon (Double Sided)	4	EA		
SP-9.3	Rectangular Rapid-Flashing Beacon (Remove and Reset)	2	EA		
SP-10	Irrigation Sleeves	150	LF		
SP-11	Landscape Irrigation	1	LS		
SP-12	Planting	1	LS		
SP-13		173	LF		
				BASE BID TOTAL	$

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been com accordance with Paragraph 11.03.B of the General Conditions.

Fence

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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

6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Required Bid security in accordance with the Instructions to Bidders ~~the form of Bid Bond, Certified Check, Cash, or Cashier's Check~~;

B. List of Proposed Subcontractors;

C. Bidder shall include in their Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the

Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;

~~D. List of Proposed Suppliers;~~

E. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors);

F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

G. State of Idaho Public Works Contractor's License No.: _____ *[or]* ~~Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids~~;

H. Other Documents:

1. Non-Collusion Affidavit, Document 415;

2. Anti-Discrimination Affidavit, Document 420;

3. Naming of Subcontractors, Document 440.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest _____

Date of Qualification to do business in Idaho is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____ _____

SUBMITTED on _____, 20____.

Idaho Public Works Contractor License No. _____.

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City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Contractor's Non-Collusion Affidavit

State of _____
) SS
County of _____

Bid for _____, being first duly sworn, deposes, and says that he is _____ [sole owner, a partner, president, secretary, etc.] of, _____ _____ [Bidder],

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed:_____

Title:_____

Subscribed and sworn to before me this _____ day of _____, 20__.

(NOTARY SEAL)

Notary Public _____
State of _____
My Commission Expires _____

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City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Anti-Discrimination Affidavit

STATE OF _____

COUNTY OF _____

The Bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall not refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless based on a bona fide occupational qualification. Also, the Bidder will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

_____
Contractor's Signature

Subscribed and sworn to before me this _____day of _____, 20__.

(NOTARY SEAL)

_____
Notary Public

State of _____

Residing at _____

My Commission Expires _____

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BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ $ _____

(Written in Words) (Figures)

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

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

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City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Naming of Subcontractors Form

Per Idaho Code, 67-2310 and ISPWC 00200 Instruction to Bidders, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning (HVAC) work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address	**Classification**	**Public Works License Number**
	Plumbing	
	HVAC	
	Electrical	

THIS FORM MUST BE INCLUDED FOR ALL BIDS

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Section 1-B

Contract Forms

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City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Notice of Award

Date: _____

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Bidder:	
Bidder's Address: *[send Notice of Award Certified Mail or emailed with a return receipt requested]*	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars ($_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

   _____

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By:_____
Authorized Signature

_____
Title

Copy to Engineer

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

THIS AGREEMENT is by and between City of Post Falls ("Owner") and

("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:

Construction of a two-lane round-a-bout at the Cecil Road and Poleline Avenue intersection and widening a portion of Poleline Avenue in Post Falls, Idaho. Work includes roadway reconstruction, curb, gutter, sidewalk, paved trail, landscaping, lighting, signing, pavement marking, and drainage infrastructure.

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The City of Post Falls – Poleline Rd & Cecil Ave. Roundabout

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815 (Engineer), which is 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 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially complete by July 29, 2022 and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 calendar days after Substantial Completion. Substantial Completion is defined as the site being open for public use of all roadway lanes, sidewalks and paved paths without temporary traffic control devices.

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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $1000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment 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 an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. Ninety-Five percent (95%) 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. Ninety Five percent (95%) 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 ninety-five percent (95%) of the Work completed, less retainage and such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less two-hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations

obtained from visits to the Site; and 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, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.

F. 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.

G. 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.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

J. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. WH-5 Public Works Contract Report
5. Technical Specifications – Division 100 of the Idaho Standards for Public Works Construction (not attached).
6. Supplementary Conditions.
7. Specifications and Special Provisions as listed in the table of contents of the Project Manual.

8. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached).

9. Drawings consisting of _____ sheets with each sheet bearing the following general title: Poleline Ave & Cecil Rd. Roundabout

10. Addenda (numbers _____ to _____, inclusive).

11. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages _____ to _____, inclusive).

    b. Documentation submitted by Contractor prior to Notice of Award.

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed.

    b. 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 Paragraph 3.04 of 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. 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, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by 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 partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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 may ~~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.

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

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

OWNER:	CONTRACTOR
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	Idaho Public Works Contractors License No.: _____
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	Agent for service of process:
	_____

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City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Notice to Proceed

Date: _____

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Contractor:	
Contractor's Address: *[send Certified Mail, Return Receipt Requested]*	

You are notified that the Contract Times under the above Contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is_____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

_____
Owner:

Acceptance of Notice to Proceed Given by:

_____ _____
Authorized Signature

_____ _____
Title

_____ _____
Date

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

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PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount (Figures):
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

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

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount (Figures):
Description *(Name and Location)*:

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

Promptly makes payment, directly or indirectly, for all sums due Claimants, and

Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to

the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

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City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Certificate of Substantial Completion

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

□ All Work under the Contract Documents: □ The following specified portions of the Work:

Date of **[tentative] [definitive]** Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

□ Amended Responsibilities □ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

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City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: $_____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Name: _____	Name: _____	Name: _____
Print Name	Print Name	Print Name
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable):		Date: _____

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:
You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____ _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description: _____

Attachments: _____

Engineer:
Signature: _____
Print Name: _____

Receipt Acknowledged by Contractor: Signature: _____ Print Name: _____	Date:

Copy to Owner

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City of Post Falls, Idaho
Poleline Ave. & Cecil Rd Roundabout

Affidavit of Payment or Securement of All Taxes

STATE OF IDAHO)
) ss.
COUNTY OF)

_____, being first duly sworn, on oath, deposes and says that he is in conformance with Idaho Code 63-1502, that he is authorized to do business in the State of Idaho, and that he can furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable, 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 _____ day of _____, 2022.

Subscribed and sworn to before me this _____ day of _____, 2022.

(NOTARY SEAL)

_____
NOTARY PUBLIC for State of Idaho

Residing at:_____
My Commission Expires: _____

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Section 2

General Conditions

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

ISPWC DIVISION 100 – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Modified From

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

2015 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC)

NOTE: The base document is the 2007 EJCDC version. Items added to EJCDC to form the 2015 ISPWC are underlined. Items deleted from the EJCDC to form the 2015 ISPWC are shown in strikeout format.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
Skill Responsibility Integrity

ASCE American Society of Civil Engineers

PE National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CSI

CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

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. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

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

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

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

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

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

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

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *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.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42.a*Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

42.b.*Standard Specifications*–Wherever in these Contract Documents reference is made to the Standard Specifications, said reference shall be understood as referring to the Idaho Standards for Public Works Construction which applicable parts are incorporated herein and made a part of these Documents by specific reference thereto. If requirements contained in the Standard Specifications are modified by or are in conflict with supplemental information in these Contract Documents, the requirements of these Contract Documents shall prevail.

43. *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 at the Site.

44. *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.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *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 Subcontractor.

48. *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 those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F 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 Paragraph 9.09 or any other provision of the Contract Documents.

2. <u>“Command” type language is used in the Contract Documents. This command language refers to, and is directed to the Contractor.</u>

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 14.04 or 14.05).

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. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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. 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 Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *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 the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;

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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *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 2.05.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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

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

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier 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

2. 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.

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.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if

any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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 the Work is to be performed 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.

4.02 *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 contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed 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 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and

   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 Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final 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

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous 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 shall not be responsible for 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 such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be

within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

1. The Contractor's scope of work shall include implementation of necessary safety, public health and environmental procedures and requirements relating to sanitary sewage encountered during the work.

2. The Contractor's scope of work shall include necessary safety and environmental requirements for handling and disposal of asbestos pipe removed from service or excavated during the course of the work.

D. If Contractor encounters a Hazardous Environmental Condition not indicated in the Drawings or Specifications or identified in the Contract Documents or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, either party may make a Claim therefor as provided in Paragraph 10.05.

F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. 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: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligent acts or omissions ~~negligence~~.

H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. 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 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, 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 requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have a Best's rating of no less than A:VII, in addition to the other requirements specified herein.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from 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:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and 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;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07;

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuing coverage during the two year period ~~of continuation of such insurance at final payment and one year thereafter~~.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

NOTES TO USER

The Owner, in consultation with their attorney and risk manager, should choose which party shall provide property insurance. In accordance with the Owner's direction, use the appropriate Section A below.

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners,

employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and 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, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

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

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. ~~Owner~~Contractor shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

~~D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

D. Contractor shall be responsible for any deductible or self-insured retention.

~~E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

E. If Owner requests in writing that other special perils be included in the property insurance policies provided under paragraphs 5.06.A or 5.06.B of the General Conditions, Contractor shall, if possible, include such insurance, and the cost thereof will be charged to Owner by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, Contractor shall in writing advise Owner whether or not such other insurance has been procured by Contractor.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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 as trustee 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 utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing

within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *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. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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.

6.02 *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. Contractor will not permit ~~overtime work or~~ the performance of Work outside the regular working hours or on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties, 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.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "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 specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion 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, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, 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; and,

3) it has a proven record of performance and availability of responsive service.

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.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable

substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. 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:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) 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

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. 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 any right of Owner or Engineer to reject defective Work.

C. 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. 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 moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. 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.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier ~~who is listed as a loss payee~~ <u>whose interests are included</u> on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the

Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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..

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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 knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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

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

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

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

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

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

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

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

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

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

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 his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

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

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

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

6.10 *Taxes*

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

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the site.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws 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 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 by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work Contractor shall keep the Site and other 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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. 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, 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 owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. 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 6.13.A.2 or 6.13.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 (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 for protection of the Work 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 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *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.

6.15 *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.

6.16 *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.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

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 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. 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 6.17.D.

B. 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. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each 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 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 and approval of that 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 both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval 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 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

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.

6.18 *Continuing the Work*

A. 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, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 representation of 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 or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. 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 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 6.20.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 6.20.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.

6.21 *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 law.

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, Shop Drawings 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 6.21, 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 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

6.22 *Quality Control*

A. Contractor shall provide quality control, which shall include the initial and subsequent inspections of Contractor's Work to ensure that the Work conforms to the Contract Documents.

B. Contractor shall designate the person responsible for Contractor's quality control while Work is in progress, and shall notify Engineer, in writing, prior to any change in quality control representative assignment.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a

reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful actions or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *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.

8.12 *Compliance with Safety Program*

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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. 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.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with 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, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. 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 Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

F. Contractors, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against the Engineer, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by the Engineer.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than ~~30~~ 10 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within ~~60~~ 20 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within ~~30~~ 10 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within ~~30~~ 20 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said ~~30~~ 21 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality

of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, 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, 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 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 11.01.

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 5.06.D), 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 telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which 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 Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work 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 or when a Claim for an 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 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, 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.

11.02 *Allowances*

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

B. *Cash Allowances:*

1. Contractor agrees that:

a. 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

b. 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:*

1. 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.

11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 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; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor 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 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *Contractor's Fee:* 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

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 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the Engineer and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. 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.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is 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 described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests 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.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. ~~Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:~~ Contractor shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals (including tests, inspections, and approvals to be paid for on a cash allowance basis) required for Owner's and Engineer's acceptance of the Work at the site except:

1. ~~for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;~~ costs incurred in connection with tests or inspections pursuant to paragraph 13.04.B of the General Conditions shall be paid for as provided in said paragraph; and as otherwise specifically provided in the Contract Documents.

2. ~~that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.C; and~~.

~~3. as otherwise specifically provided in the Contract Documents.~~

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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. 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, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, 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.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. 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 removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's warranty, special warranty and guarantee, if any, on said Work.

13.07 *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 land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

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 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. 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) will be paid by Contractor.

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 13.07, 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 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be

entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 in accordance with Paragraph 13.06.A, 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, 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 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A 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.

14.02 *Progress Payments*

A. *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 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.

B. *Review of Applications:*

1. Engineer will, within 7 ~~10~~ days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, 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 Documents; 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 moneys 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 referred to in Paragraph 14.02.B.2. Engineer may also

refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. ~~Ten~~ Twenty-one days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. 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;

c. there are other items including, but not limited to, liquidated damages entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.

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 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. 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 tentative list.

14.05 *Partial Utilization*

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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which 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.

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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. 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 14.09. 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. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. 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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if, within 7 days of receipt of notice of intent to terminate, Contractor begins to correct its failure to perform and proceeds diligently to cure such failure and become in compliance with the contract requirements. Such cure must occur within no more than 30 days of said notice unless otherwise extended by the Engineer. ~~Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.~~

E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *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;

3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) 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 15.03.

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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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Section 3

Supplementary Conditions

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City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Supplementary Conditions

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract (ISPWC Division 100, 2017 edition). All provisions which 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.

SC-1.01.A.2. Add the following language at the end of Paragraph 1.01.A.2:

The Agreement may also be referred to as “Contract” within these Contract Documents.

SC-1.01.A.3. Add the following language at the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is included in the contract package.

SC-1.01.A.9. Add the following language at the end of Paragraph 1.01.A.9:

The Change Order form to be used on this Project is included in the contract package.

SC-1.01.A.19. Delete paragraph 1.01.A.19 in its entirety and insert the following in its place:

ENGINEER:

J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d’Alene, ID 83815
(208) 762-8787 Fax: (208) 762-9797

who is hereinafter called Engineer and who is 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 completion of the Work in accordance with the Contract Documents.

SC-1.01.A.44. Supplement Paragraph 1.01.A.44 as follows:

Substantial Completion is further defined as the site can be opened for public use of all the roadway lanes, sidewalks and paved paths without the use of temporary traffic control devices.

Items that must be complete include, but are not limited to: roadway reconstruction, construction of curb, gutter, paved paths, drainage facilities, and pavement markings.

SC-1.01.A.51. Add the following language at the end of Paragraph 1.01.A.51:

The Work Change Directive form to be used on this Project is included in the contract package.

SC-1.01.A.52. Add the following new paragraph immediately after paragraph 1.01.A.51:

52. *Request for Information* – A written request for information, requiring a written response, to Owner, Engineer, or Contractor, initiated by Owner, Engineer, or Contractor.

SC-2.02. Delete paragraph 2.02.A in its entirety and insert the following in its place:

Owner shall furnish to the Contractor electronic version of the bid documents in PDF format. The contractor is responsible for distribution of PDF's and hard copies to subcontractors.

SC-2.05.B. Add the following new paragraph immediately after Paragraph 2.05.A:

B. Within the timeframe noted in the Notice of Award, the Bidder to whom the award is made, shall execute and return the Agreement in the required number of copies, shall furnish the required Payment and Performance Bonds, the original plus one copy of completed WH-5 Public Works Contract Report, and shall provide certificates of insurance (and other evidence of insurance which the Owner, Engineer and any additional insured may reasonably request) with copies to each additional insured identified in the Supplementary Conditions which Contractor is required to purchase and maintain in accordance with Article 5 of the General Conditions.

SC-2.06. Amend the first sentence of Paragraph 2.06.A. to read as follows:

A. Within 20 days after the Effective Date of the Agreement, but before any Work at the site is started, a conference...

SC-3.01. Add the following new paragraphs immediately after Paragraph 3.01.C:

D. The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of a section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra work.

E. The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire

work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

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

C. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site: N/A

D. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site: N/A

E. Copies of reports and drawings itemized in SC-4.02.C and SC-4.02.D that are not included with Bidding Documents, if any, may be examined at the offices of J-U-B ENGINEERS, Inc. during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer and Engineer's Consultants in the preparation of the Drawings and Specifications.

SC-4.05.A. Add the following to the end of the paragraph:

At the discretion of the Owner, any stakes or benchmarks that are carelessly or willfully destroyed or disturbed by the Contractor will be replaced by the Owner and the cost charged to the Contractor.

SC-4.05.B. Add the following new paragraph immediately after Paragraph 4.05.A:

B. The Owner shall provide engineering construction survey to establish the following reference points for construction control: Control and temporary benchmarks as indicated in the Contract Documents and reference staking up to five mobilizations.

SC-4.06. Delete Paragraphs 4.06.A and 4.06.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.

We aren't scope for survey work and the City would like the contractor to self-perform all survey work for this project.

SC-5.04. Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 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 5.04.A.1. and 5.04.A.2 of the General Conditions:

a.	State:	Statutory
b.	Applicable Federal (e.g., Longshoreman's):	Statutory
c.	Employer's Liability:	$1,000,000

2. Contractor's General Liability (under paragraphs 5.04.A.3. through 5.04.A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a.	General Aggregate	$2,000,000
b.	Products - Completed Operations Aggregate	$1,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

f. Excess or Umbrella Liability

☑	General Aggregate	$1,000,000
☐	Each Occurrence	$_____

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a.	Combined Single Limit of	$1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

   a. Bodily Injury:
      Each person $1,000,000
      Each Accident $1,000,000

   b. Property Damage:
      Each Accident $1,000,000
      Annual Aggregate $1,000,000

5. The Owner shall be listed as an additional insured on the policy.

SC-5.06. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site. Consequently, delete Paragraph 5.06.A regarding OWNER-provided property insurance; retain Paragraph 5.06.A regarding CONTRACTOR-provided property insurance.

SC-5.10. Add the following new paragraphs immediately after Paragraph 5.10.A:

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

C. Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from his operations under the Contract. Contractor agrees that he alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by Owner or Engineer shall not operate to the contrary.

allow saturdays to meet construction completion schedule

SC-6.02.B. Supplement Paragraph 6.02.B of the General Conditions as follows:

Contractor (and Subcontractors) regular working hours for noisy operations shall be limited to the local governing agency ordinance where the project is located. Other construction activities not generating significant noise including the warming up, repair, arrival, departure or running of trucks, earthmoving equipment, construction equipment and any other associated equipment shall be limited to the period between 6:00 a.m. and 10:00 p.m. weekdays only unless otherwise limited by ordinance or approved by the Owner.

SC-6.07. Delete Paragraphs 6.07.B and 6.07C in their entirety.

SC-6.10. Add the following new paragraph immediately after Paragraph 6.10.B:

C. In accordance with Section 54-1904A and 63-3624(f), Idaho Code, the Contractor shall report the Public Works Contract to the State Tax Commission. A Public Works Contract Report shall be submitted to the State Tax Commission. A copy of the Public Works Contract Report shall be provided to the Owner and Engineer by the Contractor.

SC-6.17. Amend all paragraphs of 6.17 by striking out "review and approval" and replacing with "review for general compliance."

SC-6.17.D. Add the following new paragraphs immediately after Paragraph 6.17.D.3:

4. Engineer's review of Shop Drawings and Samples, Standard Specifications and descriptive literature submitted by Contractor will be only for general conformance with design concept, except as otherwise provided, and shall not be construed as:

    a. permitting any departure from the Contract Requirements;

    b. relieving Contractor of the responsibility for any error in details dimensions or otherwise that may exist in such submittals;

    c. constituting a blanket approval of dimensions, quantities, or details of the material or equipment shown; or

    d. approving departures from additional details or instructions previously furnished by Engineer. Such check or review shall not relieve Contractor of the full responsibility of meeting all of the requirements of the Contract Documents."

SC-6.17. Add the following new paragraphs immediately after Paragraph 6.17.E:

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-8.02.A. Amend Paragraph 8.02.A by striking out the following words:

"…to whom Contractor makes no reasonable objection,…"

SC-9.03. Add the following new paragraphs immediately following Paragraph 9.03.A:

B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2. *Conferences and Meetings:* 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.

3. *Liaison*:

    a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the 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.

4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

5. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and approved Shop Drawings.

    b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. *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 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.

8. *Inspections, Tests, and System Startups:*

    a. Verify 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.

9. *Records:*

    a. 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.

    b. Maintain records for use in preparing Project documentation.

10. *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, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* 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.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications 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.

13. *Completion*:

    a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final 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, Suppliers, or Contractor's superintendent.

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 unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over 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.

8. Authorize Owner to occupy the Project in whole or in part.

SC-12.01 C.2.a. Add the following to the end of Paragraph 12.01.C.2.a. as follows:

said 15 percent shall include all taxes and any additional insurance and bond costs.

SC-12.01 C.2.b. Add the following to the end of Paragraph 12.01.C.2.b. of the General Conditions as follows:

said five percent shall include all taxes and any additional insurance and bond costs.

SC-13.03 B.1. Delete Paragraph 13.03 B.1 in its entirety.

SC-14.02.C.1. Amend the first sentence of Paragraph 14.02.C.1 to read as follows:

"Thirty days after presentation…"

SC-14.07.A.2.d. Delete Paragraph 14.07.A.2.d in its entirety.

SC-14.07.B.1. Add the following language at the end of Paragraph 14.07.B.1:

"Final payment shall not be made until the State Tax Commission issues and the Owner receives a tax release stating that all taxes have been paid."

SC-17.01 Add the following language at the end of Paragraph 1701.A.2

3. delivered by email, if the parties agree or through practice

SC-17.07 Additional Requirements of the State of Idaho

A. General

1. The clauses contained in this article are required by the State of Idaho. The inclusion of these clauses in this Agreement by the Owner does not indicate the Owner's support or opposition to these clauses nor Agreement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

B. Certification Concerning Boycott Israel

1. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code 67-2346 shall have the meaning defined therein.

C. Certification Concerning Abortion Providers

1. To the extent this agreement is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" Idaho Code Title 18, Chapter 87).

END OF SECTION

Section 4

Supplemental Technical Specifications

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City of Post Falls
Kootenai County, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Supplemental Technical Specifications to the 2020 ISPWC

This section amends the Idaho Standard for Public Works Construction (ISPWC) 2020 Edition. This section also provides an inclusive list of measurement and payment descriptions specific to this project. If items of work are required in the project but not itemized herein, the cost for such work shall be incidental to the bid items listed.

Per City of Post Falls standards, throughout the ISPWC, change all ASTM D698 (AASHTO T-99) references to ASTM D1557 (AASHTO T-180).

DIVISION 200 - EARTHWORK

SECTION 201 – CLEARING AND GRUBBING AND REMOVAL OF OBSTRUCTIONS

Modify Paragraph 1.1.B.1 as follows:

1.1 SECTION INCLUDES

B. Removal of Obstructions:

1. Removal of signs (including posts and foundations), fence, hydrants, sawcutting, asphalt and concrete, dry wells including abandonment, cutting and capping private irrigation systems impacted by construction, and large trees including stumps and void backfill. Landscape removal items are to be salvaged and provided to the property owner upon request. If landscape items are not desired by property owner, the contractor shall dispose of said items. Signs that require removal and resetting are paid under a separate item. Item includes Clearing and Grubbing activities per 201. Item includes decommissioning water line valve boxes where noted on plans.

Add the following at the end of paragraph 3.2.B.5:

6. Bituminous Pavement shall be removed to clean, straight lines by saw cut. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade of paving materials. If less than 3 feet of pavement width remains after trenching and saw cut, the remaining width shall be removed and replaced. All pavement joints shall be tacked with CSS-1 or approved.

7. Concrete Pavement shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of 1½ inches. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat, straight lines for the purpose of removing the damaged pavement areas. Such saw cuts shall be either parallel to the original saw cuts or shall be cut on an angle which departs from the original saw cut not more than 1 inch in each 6 inches.

8. Concrete curb, sidewalk, gutters, driveways, approaches, and other miscellaneous concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½ inches. Concrete sidewalk, approaches, and driveways to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 48 inches in either length or width. If the saw cut in sidewalk, approaches, or driveways would fall within 48 inches of a construction joint or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be saw cut to a depth of 1½ inches on a neat line at right angles to the curb face. All joints shall be flush and compliant with ADA requirements if within a pedestrian or ADA pathway.

9. Decommissioning valve boxes shall include exposing and cutting the valve can to 1-foot below the subgrade and backfilling the valve and can with CDF. If removal of the can exposes any part of the valve, remove the valve in whole, severing the pipeline main and backfill area with CDF. Grout and cap decommissioned water main. Contact and receive confirmation from the water district representative prior to decommissioning any valve cans or severing water mains.

Add the following at the end of paragraph 3.2.D.1:

The cavities left by tree root balls are to be filled and compacted to the level of the surrounding ground and to the compaction requirements of the area of work (i.e. subgrade area or landscape area, etc.)

4.1 Use the following unit prices as designated on the Bid Schedule.

G. Removal of Obstructions: By the lump sum (LS), includes full compensation for all materials labor and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule are included in this pay item.

1. Bid Schedule Payment Reference 201.4.1.G.1

2. Bid Schedule Payment Description: Removal of Obstructions…Lump Sum (LS)

SECTION 202 – EXCAVATION AND EMBANKMENT

Add the following to Paragraph 1.1:

1.1 SECTION INCLUDES

L. Swale Grading per SD-601

M. Earth Berms (in swales)

N. Subgrade Soft Spot Repair

Add the following to Paragraph 3.5.C:

Isolated boulders are anticipated within site excavation limits, up to five feet in diameter.

Add the following after Paragraph 3.5.H:

I. Latent soft spots uncovered at the project subgrade elevation following excavation and approved by the Resident Project Representative, shall be removed to a minimum depth of 1 foot and replaced with Imported Borrow, Crushed Aggregate Base or suitable on-site soil, and compacted to subgrade compaction requirements. Repair of soft spots that develop due to Contractor means and methods or inadequate subgrade protection will not be compensated by the Owner.

Add the following after Paragraph 3.8.D.2:

3. For Borrow and Imported Borrow

a. Provide sand, sand and gravel, or sand and rock mixtures with less than 8 percent passing the No. 200 sieve and a maximum particle size of 12 inches. Select material with a sand equivalent greater than 30. The City will not require the sand equivalent if the material has less than 5 percent passing the No. 200 sieve, in accordance with AASHTO T 27 / T 11.

b. The Contractor may use RAP when approved. Mix RAP in approximately equal proportions with material meeting Borrow requirements.

c. When Borrow or Imported Borrow is placed and compacted within one foot of the crushed aggregate base material, the maximum particle size is 4 inches.

d. It is assumed that 200 CY of onsite material will be able to be reused as Borrow on this project. Excavated onsite material shall not be disposed of without approval from the Owner or Owner's Representative. Reuse of suitable Borrow is incidental to Excavation and Site Grading.

e. It was estimated that 300 TONS of Imported Borrow Material may be required in undeveloped areas to replace unsuitable subgrade soils.

4.1 Use the following unit prices as designated on the Bid Schedule.

D. Excavation and Site Grading: By the lump sum for all excavation and grading including removal of asphalt, excavation to subgrade, hauling, placing, and compacting excavated material in embankments (if material is suitable Borrow) and/or disposal of excavated material, storage of topsoil, subgrade maintenance, and grading including swale grading and earth berm construction, required to achieve finished subgrade elevations, includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule. For bidding purposes, the estimated quantity of export to be removed from the site is 4,700 cubic yards. The estimated quantity is provided as a convenience to the contractor during bidding and shall not be construed as a means to acquire a change order for differing quantities during construction. The contractor shall find a suitable disposal site adhering to City, State, and Federal law for excess material. Excavation for pipe trenching is not included in this item.

1. Bid Schedule Payment Reference: 202.4.1.D.1.
2. Bid Schedule Description: Excavation and Site Grading… Lump Sum (LS).

4.6 Use the following unit price as designated in the Bid Schedule.

B. Imported Borrow: By the ton measured by truck tickets. To include compacting subgrade, furnishing, loading, hauling, placing, blending, spreading, shaping, watering, and compacting the uncrushed aggregate and all tools, labor, equipment and incidentals necessary for the proper completion of this item. Water in excess of 7 percent of the dry weight of the material will not be measured. The City will correct the measured quantity for moisture content in accordance with AASHTO T 255. The amount shown in the Bid Schedule is for bidding purposes only and assumes some Imported Borrow will be required for construction. The Bid Schedule quantity does not represent the actual amount, which will be determined during construction. Variation in quantities, as stated in the ISPWC, will not apply to this item. The unit price bid shall be used regardless of the actual quantity used in the field

1. Bid Schedule Payment Reference: 202.4.6.B.1
2. Bid Schedule Description: Imported Borrow…Ton (TON)

4.9 Use the following unit price as designated in the Bid Schedule

A. Soft Spot Repair: By the cubic yard (CY) measured in place. To include excavation of subgrade, as approved by Resident Project Representative, replacement with suitable soil material and compaction to subgrade requirements. The amount shown in the Bid Schedule is for bidding purposes only, and does not represent the actual amount, which will be determined during construction. Variation in quantities, as stated in the ISPWC, will not

apply to this item. The unit price bid shall be used regardless of the actual quantity used in the field. No payment will be made for soft spots which develop due to Contractor means and methods or lack of adequate subgrade protection.

1. Bid Schedule Payment Reference: 202.4.9.A.1
2. Bid Schedule Description: Soft Spot Repair…Cubic Yard (CY)

SECTION 206 – PERMANENT EROSION CONTROL

Add the following new Paragraphs after 2.8:

2.9 SEED, FERTILIZER AND MULCH

A. Dry Land Seed Mix: Reference Plan Sheet Notes for City of Post Falls Storm Drainage

B. Irrigated Seed Mix

1. Local blue grass mix including:
   - i. No noxious weeds
   - ii. 95 percent pure
   - iii. 85 percent germination

C. Mulch shall be Silva Fiber Plus or approved equal wood fiber cellulose.

D. Mix at the following rates:

Product	Rate
Irrigated Seed Mix	7 lbs. per 1,000 sq ft
Dryland Seed Mix	40 lbs. per acre
Mulch (Wood Fiber)	2,000 lbs. per acre
Fertilizer	Per Manufacture Recommendation

2.10 CENTER ISLAND PLANTING

A. Specifications for planting materials and items are included in the Planting Plan Sheets and paid for as outlined in the Special Provision for project Planting.

Modify 3.1.C.1 as follows:

C. Class of Seeding

1. Seed Class G per Table 1.

Add the following new Paragraph after 4.1.J:

4.1 Use the following unit prices as designated on the Bid Schedule.

K. Permanent Erosion Control: By the lump sum for all work required to achieve finished and permanent erosion control facilities. Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule. This bid item includes, but is not limited to, work involved with: Topsoil, 206.4.1.A.1 – Seedbed Preparation, 206.4.1.B.1 – Seeding, 206.4.1.C.1 – Mulching, 206.4.1.G.1 – Fertilizing, 1006.4.1.B.1 Riprap Slope and Outlet Protection, including Type III Subgrade Separation Geotextile as shown on the plans.

1. Bid Schedule Payment Reference: 206.4.1.K.1.

2. Bid Schedule Description: Permanent Erosion Control… Lump Sum (LS).

DIVISION 400 - WATER

SECTION 402 – HYDRAULIC VALVES

4.1 Use the following unit prices as designated on the Bid Schedule.

A. Gate Valve – Size 8”: Each. Includes valve, risers, fittings, valve boxes, connections, actuators, and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 402.4.1.A.1

2. Bid Schedule Description: Gate Valve – Size 8”….. Each (EA)

SECTION 403 – HYDRANTS

4.1 Use the following unit prices as designated on the Bid Schedule.

B. Hydrant (RPWD): Per each as specified. Furnishing and installing valve and hydrant per RPWD standards, reinstalling relocated hydrant, thrust blocks, restraint, fittings, valve boxes, connections, drain rock, filter fabric, spare parts, excavation, bedding, backfilling, testing and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 403.4.1.B.1
2. Bid Schedule Description: Hydrant (RPWD) ….. Each (EA)

SECTION 404 – WATER SERVICE LINE AND METERS

4.1 Use the following unit prices as designated on the Bid Schedule.

A. Water Service Connection (RPWD): Per each as specified. Includes excavation, bedding, backfill, service tap and saddle, corporation stop, service pipe, fittings, meter, meter box, backflow prevention and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment Reference: 404.4.1.A.1.

2. Bid Schedule Description: Water Service Connection (RPWD) – Size 1"…each (EA).

DIVISION 500 SEWER

SECTION 501 – GRAVITY SEWERS

Delete Paragraphs 2.3.B through 2.3.D.

Delete Paragraph 3.4.H in its entirety and replace with the following:

H. Closed Circuit Television (CCTV) Inspection

1. CCTV inspection shall be performed prior to final surface repair.

2. The shall perform one CCTV inspection per reach. If defects in the pipeline are discovered or other events under Contractor's control necessitate re-inspecting the lines, the additional inspections shall be performed at Contractor's expense.

3. Contractor shall notify the Owner 48 hours prior to requested CCTV inspection. Contractor shall attend the CCTV inspection with Engineer.

4. Following the CCTV inspection, the Owner shall provide one copy of the video on DVD to the Contractor and Engineer for their records.

4.1 Use the following unit prices as designated on the Bid Schedule.

B. Gravity Sewer Pipe (including excavation, bedding, and backfill): By the linear foot for the size of pipe measured along the horizontal centerline of the pipe from center of manhole to center of manhole. Includes pipe, fittings, valves, cleanouts, risers, caps, connections, fittings and adapters to connect to existing lines or manholes, excavation, design and construction of temporary shoring, removals of existing utilities, dewatering, bedding, pressure testing, temporary fittings required to complete pressure testing of mainlines, CCTV inspection and all other work not separately itemized in the Bid Schedule.

1. Bid Schedule Reference: 501.4.1.B.1.

2. Bid Schedule Description: Gravity Sewer Pipe – 8" PVC SDR 35 3034 … linear foot (LF)

DIVISION 600 – CULVERTS, STORM DRAINS AND GRAVITY IRRIGATION

SECTION 601 – CULVERT, STORM DRAIN AND GRAVITY IRRIGATION PIPE

4.1 Use the following unit prices as designated on the Bid Schedule.

A. Storm Drain Pipe: By the linear foot for the size, type and class of pipe specified measured along the horizontal centerline through all fittings and structures including flared ends. Includes furnishing and installing pipe, coring, grouting, excavation, bedding, backfill and appurtenances not itemized in the bid schedule. Trench excavation and backfill shall follow City of Post Falls SD-301.

5. Bid Schedule Payment Reference: 601.4.1.A.5

6. Bid Schedule Description: 8-Inch Storm Drain Pipe, Class D3034 PVC ….. Linear Foot (LF)

7. Bid Schedule Payment Reference: 601.4.1.A.7

8. Bid Schedule Description: 10-inch Storm Drain Pipe, Class D3034 PVC….. Linear Foot (LF)

9. Bid Schedule Payment Reference: 601.4.1.A.9

10. Bid Schedule Description: 10-inch Storm Drain Pipe, Class C900 PVC….. Linear Foot (LF)

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

4.1 Use the following unit prices as designated on the Bid Schedule. Includes furnishing and installing the drainage structures, frames, grate, cover, appurtenances, pipe connections, excavation, bedding, foundation, backfill, compaction, collars, testing, forming, placing, finishing, curing concrete, reinforcing steel, and all other items not itemized on the Bid Schedule. If required and not listed in the Bid Schedule, excavation, base materials, backfill and compaction are to be considered incidental to the following Bid Items:

F. Catch Basin: Per each. Includes furnishing and installing catch basin and grate consistent with plan details, excavation, backfill, and appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 602.4.1.F.1

2. Bid Schedule Description: Catch Basin – Type 1….. Each (EA)

P. Drainage Curb Cut: Per each consistent with plan details. Curb and gutter through the drainage curb cut is paid under separate bid item.

1. Bid Schedule Payment Reference: 602.4.1.P.1

2. Bid Schedule Description: Drainage Curb Cut….. Each (EA)

DIVISION 700 – CONCRETE

SECTION 705 – PORTLAND CEMENT CONCRETE PAVEMENT

Add the following new Paragraph after 1.1.A:

B. Truck apron concrete color requirements.

Add the following new Paragraph after 1.4.D:

E. Product Data: Red colored admixture.

Replace Paragraph 2.1.A as follows:

A. Furnish materials meeting Section 703 – Cast-In-Place Concrete requirements. Maximum slump – 4 inch, or 2 inch when using a slip form method. Use ¾ Inch coarse aggregate unless other wise directed. Class of concrete shall be 4000AF per Table 2 in Section 703.

Add the following new Paragraph after 2.5:

2.6 TRUCK APRON COLOR AND TEST PANEL

A. Red colored admixture adhering to ASTM C979 and ASTM C494, that is water-reducing, containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The color of red admixture will be approved by the Engineer before production. Raw pigments are not an equivalent and may not be substituted.

B. Before placing Truck Apron concrete, provide a test panel for approval of the red colored admixture. Construct concrete per section 703. Add the red colored admixture according to the manufacturer's written instructions.

4.1 Use the following unit prices as designated on the Bid Schedule. Prices include forming, finishing, rebar, dowels, concrete, curing, joints, hauling and placing required for installation to the lines and grades shown on the Contract Documents. :

A. Truck Apron Concrete: By the square yard installed for the class and thickness of concrete pavement specified. Includes red colored admixture and test panel. Does not include curb and gutter.

1. Bid Schedule Payment Reference: 705.4.1.A.1

2. Bid Schedule Description: Truck Apron Concrete….. Square yard (SY)

SECTION 706 – OTHER CONCRETE CONSTRUCTION

Add the following new Paragraph after 2.4.A:

B. Class 3,000 concrete shall be used for curb (except truck apron) and gutter, sidewalk, and pedestrian ramps, except Truck Apron Curb which shall be Class 4,000AF per Section 703. Type III Portland Cement shall be used in concrete placed for all driveways, approaches, and curb and gutter unless otherwise approved by the Engineer.

4.1 Use the following unit prices as designated on the Bid Schedule. Prices include forming, furnishing and installing or constructing joint devices and fillers, furnishing and installing reinforcing steel (unless otherwise specified) miscellaneous embedded items, furnishing, placing, finishing, and curing concrete. If required and not listed in the Bid Schedule, excavation, base materials, backfill and compaction are to be considered incidental to the following Bid Items:

A. Concrete Curb and Gutter: By the linear foot for the particular type specified and detailed, horizontal distance along face of curb. Include furnishing and placing backfill and topsoil behind curb, as necessary. Include transition and curb terminus section distance at the same bid cost for the typical curb items for pay distance. Includes distance through drainage curb cuts or catch basins in pay distance.

3. Bid Schedule Payment Reference: 706.4.1.A.3
4. Bid Schedule Description: Standard Straight Curb ….. Linear Foot (LF)
5. Bid Schedule Payment Reference: 706.4.1.A.5
6. Bid Schedule Description: Standard Curb and Gutter….. Linear Foot (LF)
7. Bid Schedule Payment Reference: 706.4.1.A.7
8. Bid Schedule Description: Truck Apron Curb ….. Linear Foot (LF)
9. Bid Schedule Payment Reference: 706.4.1.A.9
10. Bid Schedule Description: Central Island Curb ….. Linear Foot (LF)

B. Valley Gutter: By the linear foot, to include required concrete (3000 psi), base and mesh materials.

1. Bid Schedule Payment Reference: 706.4.1.B.1
2. Bid Schedule Description: Valley Gutter….linear foot (LF)

E. Concrete Sidewalk: By the square yard, to include required base material. Does not include pedestrian ramp area.

1. Bid Schedule Payment Reference: 706.4.1.E.1
2. Bid Schedule Description: Concrete Sidewalk….. Square yard (SY)

F. Concrete Driveway Approach: By the square yard for the type specified, to include required base material.. The area quantified includes flared concrete sides, approach, and sidewalk directly behind the approach. All other areas will be quantified under Concrete Sidewalk. Does not include curb and gutter.

1. Bid Schedule Payment Reference: 706.4.1.F.1
2. Bid Schedule Description: Concrete Driveway Approach – Type B….. Square yard (SY)
3. Bid Schedule Payment Reference: 706.4.1.F.3
4. Bid Schedule Description: Concrete Driveway Approach – Type A….. Square Yard (SY)

H. Pedestrian Ramp and Tactile Warning Surfaces: By the square yard. Includes constructing pedestrian ramps as detailed on the plans, concrete and forming, base rock, tactile warning surfaces, and appurtenances not itemized in the bid schedule. Pay area quantified is detailed in the plans. Does not include curb and gutter adjacent to the roadway.

1. Bid Schedule Payment Reference: 706.4.1.H.1
2. Bid Schedule Description: Pedestrian Ramp and Tactile Warning Surfaces….. Square Yard(SY)

K. Splitter Island Concrete: By the square yard. Does not include pedestrian ramp areas.

1. Bid Schedule Payment Reference: 706.4.1.K.1
2. Bid Schedule Description: Splitter Island Concrete….. Square yard (SY)

L. Driveway Flatwork: By the square yard, as detailed in the plans. Does not include approach.

1. Bid Schedule Payment Reference: 706.4.L.1
2. Bid Schedule Description: Driveway Flatwork…Square yard (SY)

DIVISION 800 – AGGREGATES AND ASPHALT

SECTION 802 – CRUSHED AGGREGATES

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

B. Crushed Aggregate for Base: By the Ton. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Crushed aggregate includes aggregate used for base rock where not previously quantified.

1. Bid Schedule Payment Reference: 802.4.1.B.1

2. Schedule Description: Crushed Aggregate for Base Type I …. Ton (TON)

SECTION 810 – PLANT MIX PAVEMENT

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

A. Plant Mix Pavement, ½-Inch SP-3: By the Ton. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Pavement shall conform to the design designations stated in the General Notes of the project plans. Tack coat is considered incidental to this item.

1. Bid Schedule Payment Reference: 810.4.1.A.1

2. Schedule Description: Plant Mix Pavement, ½" SP-3 …. Ton (TON)

B. Multi-Use Trail: By the Square Yard. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Includes subgrade preparation, aggregate base, ½-Inch SP-3 HMA and tactile warning surfaces.

1. Bid Schedule Payment Reference: 810.4.1.B.1

2. Schedule Description: Multi-Use Trail …. Square Yard (SY)

DIVISION 1000 – CONSTRUCTION STORMWATER BEST MANAGEMENT PRACTICES

SECTION 1001 – CONSTRUCTION SITE MANAGEMENT

4.2 Use the following unit price as designated in the Bid Schedule.

B. Stabilized Construction Entrance: Each. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Separation fabric is incidental to this item.

1. Bid Schedule Payment Reference: 1001.4.2.B.1

2. Schedule Description: Stabilized Construction Entrance …. Each (EA)

SECTION 1006 – STORM DRAIN AND CHANNEL PROTECTION

Add the following new paragraph after 3.1.B:

C. Storm water Best Management Practices shown in the plans are the minimum level of sediment mitigation allowed for this project. By completing a NOI and SWPPP with the EPA, more mitigation measures may be required. Any additional mitigation measures required through government approvals are considered incidental to 1006.4.1.C.1 – Inlet Protection.

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

C. Inlet Protection. Each. Inlet protection shall consist of waddles or storm drain filter guards (witches hat). Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 1006.4.1.C.1

2. Schedule Description: Inlet Protection …. Each (EA)

DIVISION 1100 – TRAFFIC

SECTION 1102 – STREET LIGHTING

Modify Paragraph:

1.1 SECTION INCLUDES

A. Work to prepare site for Avista and Kootenai Electric Cooperative (KEC) lighting installation.

B. The following table summarizes furnishing and installation responsibilities for the project illumination elements:

Illumination Element	**Responsibility to Furnish and Install**		
	Contractor	**Avista**	**KEC**
Avista pole foundations & anchor bolts	x		
Avista J-boxes	x		
Avista conduit and pull cords	x		
Luminaire mount bolts and plates	x[1]		
Conduit trenching	x		
Light poles and mast arms		x	x
LED Lighthead		x	x[2]
Conductors		x	x
KEC J-boxes			x
KEC conduit			x
Direct bury conductor			x

1. Contractor to coordinate with Avista for bolt pattern
2. KEC direct bury poles

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

A. Lighting Preparation: By the Lump Sum per utility provider. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 1102.4.1.A.1

2. Schedule Description: Lighting Preparation (KEC)… Lump Sum (LS)

3. Bid Schedule Payment Reference: 1102.4.1.A.3

4. Schedule Description: Lighting Preparation (Avista)…Lump Sum (LS)

SECTION 1103 – CONSTRUCTION TRAFFIC CONTROL

Replace Paragraph 3.1.J with the following:

J. Employ properly trained, equipped, attired, and certified flaggers if traffic is constricted or re-routed through the construction zone and when a single lane is being used for bidirectional traffic. The flaggers shall continuously monitor the installation and maintenance of all traffic control devices under the supervision of the Construction Manager. The minimum qualifications of a Traffic Control Maintainer are Traffic Control Supervision (TCS) certification by the Evergreen Safety Council, ATSSA or ITD approved institutions and five (5) years of experience in traffic control in work zones. All flaggers must have a current ITD approved flagging certification.

Add the following new paragraphs after Paragraph 3.1.K:

L. The Contractor shall satisfy the Engineer and the City that all required traffic control materials and devices and temporary signs are at their immediate disposal prior to the Owner issuing the Notice to Proceed.

M. The Contractor must notify all emergency services with the time and dates of street closures at least 24 hours prior to such closures.

N. Detours within the limits of the project such as side street crossings, temporary bridges over freshly placed concrete, utilization of one or more lanes of the construction area for maintenance of traffic, and such related facilities for the maintenance of traffic shall be the responsibility of the Contractor. Costs for these items shall be considered incidental to the items in the Bid Schedule.

O. Access shall be provided to adjacent properties at all times, except when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing of curbing, approaches, and sidewalk, and trench excavations which prohibit safe vehicular traffic. Restriction of access to adjacent properties must have prior approval of the Engineer and the City. Written notice must be given by the Contractor as approved by the owner to the affected properties at least 48 hours prior to such restriction. Notification must include dates, times, detour routes, and all other pertinent information on the restriction.

P. Reasonable access shall be provided at all times to emergency services. The Contractor shall give 48 hours notice to all emergency services when access to the project.

Q. Where parking is a hazard to through traffic or to the construction work, it shall be restricted entirely or, at a minimum, during the time when it creates a hazard. The Contractor shall be responsible for obtaining and placing "No Parking" signs in accordance with City code and shall maintain the signs for as long as they are in operation. In the event that parked vehicles hinder construction, the Contractor is responsible for notifying the owner prior to removal, when the owner can be determined.

R. The Contractor shall designate a contact person responsible for maintenance of the traffic control devices on the project. The contact person must be available by phone during non-working hours including nights, weekends, holidays, etc. The Contractor will be responsible for making such repairs as may be needed to maintain traffic accessibility and traffic control.

S. Do not commence daily construction activities, or continue construction activities, if traffic control has not been placed or maintained in accordance with the approved traffic control plan.

T. The Contractor is expected to coordinate local access throughout the project duration, including coordinating work with adjacent construction projects.

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

A. Construction Traffic Control: Lump Sum. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 1103.4.1.A.1
2. Schedule Description: Construction Traffic Control… Lump Sum (LS)

C. Terminus Barricade: Per each. Includes furnishing and installing terminus barricades consistent with SD-2024 CLASS II TERMINUS BARRICADE, and appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 1103.4.1.C.3
2. Bid Schedule Description: Class II Terminus Barricade… Each (EA)

SECTION 1104 – PERMANENT PAVEMENT MARKINGS

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

A. Waterborne Pavement Markings: Square Foot. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Includes all linear pavement markings (unless otherwise specified as thermoplastic), and paint on splitter island bull nose and curb ends. Includes hydrodemolition removal of markings per plans

1. Bid Schedule Payment Reference: 1104.4.1.A.1

2. Schedule Description: Waterborne Pavement Markings… Square Foot (SF)

B. Thermoplastic Pavement Markings: Square Foot. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Includes crosswalks, all traffic arrows (regular and fishhook), ONLY lettering, railroad crossings, stop bars, bicycle symbols, and yield lines.

1. Bid Schedule Payment Reference: 1104.4.1.B.1

2. Schedule Description: Thermoplastic Pavement Markings… Square Foot (SF)

SECTION 1105 – PERMANENT TRAFFIC SIGNING

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

E. Permanent Signing: By the each. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule. Includes foundation, post, post installation, sign face, brackets and brace angles. Item does not include RRFB signs or appurtenances.

1. Bid Schedule Payment Reference: 1105.4.1.E.1

2. Schedule Description: Permanent Signing… Each (EA)

DIVISION 2000 - MISCELLANEOUS

SECTION 2010 – MOBILIZATION

4.1 Use the following lump sum Bid Item as indicated in the Bid Schedule. Includes all labor, material, and equipment required to perform the work as specified, unless separated into specific bid items in the Bid Schedule. All mobilization costs for subcontractors is considered incidental to this bid item. If not listed in the Bid Schedule, mobilization is incidental to other Bid Items.

A. Mobilization, Demobilization, Bonding, and Insurance: Allowable amounts for partial payment of mobilization are as follows: 1) a maximum of 60% of the contract unit price or six percent of the total schedule amount, whichever is less, may be paid on the first monthly progress estimate. 2) 30 percent of the contract unit price or four percent of the total schedule amount, whichever is less, will be paid on the second monthly progress estimate providing that productive work on the project has been initiated. 3) Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the schedule unit price or remaining amount will be paid.

1. Bid Schedule Payment Reference: 2010.4.1.A.1

2. Bid Schedule Description: Mobilization, Demobilization, Bonding and Insurance …Lump Sum (LS)

SECTION 2030 – UTILITY ADJUSTMENTS

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

A. Manhole, Adjust to Grade: Each. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 2030.4.1.A.1
2. Schedule Description: Manhole, Adjust to Grade… Each (EA)

B. Drywell, Adjust to Grade: Each. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 2030.4.1.B.1
2. Schedule Description: Drywell, Adjust to Grade… Each (EA)

C. Valve Box, Adjust to Grade: Each. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 2030.4.1.C.1
2. Schedule Description: Valve Box, Adjust to Grade… Each (EA)

D. Sewer Clean Out, Adjust to Grade: Each. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

1. Bid Schedule Payment Reference: 2030.4.1.D.1
2. Schedule Description: Sewer Clean Out, Adjust to Grade… Each (EA)

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Owner-Provided Products

B. Contractor Use of Site and Premises

C. Project Summary

D. Special Project Conditions

E. Modifications to the City of Post Falls Standard Construction Specifications and Drawings

F. Continuity of Wastewater Conveyance Operations

G. Bypassing

H. Submittals

I. Work Restrictions

J. Work Sequence

1.2 OWNER-PROVIDED PRODUCTS

A. None

1.3 CONTRACTOR USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:

1. Access by property owners.
2. Work by others and work by Owner.
3. Maintain work schedule to allow local traffic at all times.

B. Construction operations limited to public rights-of-way. Equipment, materials storage and staging by contactor shall not interfere with emergency vehicle access.

C. Time Restrictions for Performing Work. The work shall be complete in accordance with the time schedules set forth in the Instructions to Bidders and the Contract Documents.

D. Utility Outages and Shutdown: Shall be arranged by Contractor through the appropriate utility company. All property owners affected by such outages shall be notified twenty-four (24) hours prior to outage and given a two (2) hour reminder. Contractor shall not commence utility outage without adequate notice to affected property owners. Delays and expenses resulting from Contractor's failure to notify affected property owners shall be at no additional cost to Owner.

1.4 PROJECT SUMMARY

A. Construction of a two-lane round-a-bout at the Cecil Road and Poleline Avenue intersection and widening a portion of Poleline Avenue in Post Falls, Idaho. Work includes roadway reconstruction, curb, gutter, sidewalk, paved trail, landscaping, lighting, signing, pavement marking, and drainage infrastructure.

1.5 SPECIAL PROJECT CONDITIONS

A. Construction Standards – All work shall be completed in according to the project drawings and specifications. The project Specifications supplement the City of Post Falls Standard Construction Specifications and Drawings. In case of conflict, the most stringent requirement applies. Idaho Standard Public Works Construction (ISPWC) Specifications and Details also apply where specifications or details are not provided in the project drawings and specifications or the City of Post Falls Standards.

B. Permits and Fees – Contractor is responsible to coordinate, prepare and obtain all permits required to complete the work.

1.6 MODIFICATIONS TO THE CITY OF POST FALLS STANDARD CONSTRUCTION SPECIFICATIONS AND DRAWINGS

A. As modified on the specifications and standards

1.7 CONTINUITY OF WASTEWATER CONVEYANCE OPERATIONS

A. The existing collection system and force mains continuously receive and pumps wastewater. Those functions necessary for pumping are not to be interrupted except as specified herein.

B. Owner will occupy premises during entire period of construction.

C. Contractor shall cooperate, schedule, and coordinate all activities and minimize all conflicts with facility Owner usage, operation, and maintenance.

1.8 BYPASSING

A. Bypassing of untreated wastewater to surface waters or ground is prohibited.

B. Penalties and any and all related costs, including legal and engineering expenses imposed on or incurred by Owner as a result of any bypass or National Pollutant

Discharge Elimination System (NPDES) permit violation caused by the actions or inactions of the Contractor, its employees, subcontractors or agents, are to be borne in full by the Contractor.

1.9 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Provide detailed outage and time schedule plan for each work item that may impact wastewater collection system operation. Provide long-range and short-range plans, as appropriate for coordinating work with Owner.

1.10 WORK RESTRICTIONS

allow saturdays

A. Utilities shall be completed, tested, and approved prior to placing aggregates, paving, or placing concrete.

B. All work shall conform to the Idaho Standards for Public Works Construction (ISPWC), Idaho Administrative Procedure Act (IDAPA), these plans and contract documents and any other specifications listed below.

C. Comply with all applicable Idaho Department of Environmental Quality (IDEQ) requirements for water and wastewater handling.

D. The Contractor shall comply with the IDEQ General Permit for Stormwater Discharge associated with construction activities (otherwise known as the Construction General Permit or CGP) and submit a: Notice of Intent (NOI) for permit coverage under the CGP. Information regarding the CGP may be found online at https://www.dew.idaho.gov/water-quality/wastewater/storm-water/. The CGP does not relieve the Contractor from compliance with other regulations or requirements regarding stormwater pollution prevention including, but not limited to, protection of surface waters, prevention of soil runoff into drains, dust control, prevention of tracking soils to adjacent streets, fuel containment, or spill control. Contractor is to pay any fines assessed by the IDEQ as a result of construction activities. If fines are assessed to the City of Post Falls as a result of CGP violations, the fees will be deducted from the progress payment retainage withheld on the project.

E. All operations conducted on the premises shall be restricted by ordinance and no more than the hours between 6:00 am and 10:00 pm weekdays and weekends unless otherwise approved by the City. This includes the warming up, repair, arrival, departure or running of trucks, earthmoving equipment, construction equipment or any other associated equipment.

F. Contractor shall coordinate with state and local inspection agencies as required for inspection and approval of the work (e.g., plumbing, mechanical, electrical, building, etc.).

G. All safety standards and requirements shall be the responsibility of the contractor and complied with as set forth by OSHA.

1.11 WORK SEQUENCE

A. The contractor shall stage driveways to allow vehicular ingress/egress at all times for residents. Any driveway closures must be approved by the City Engineer.

B. Contractor shall be solely responsible for sequencing all construction activities to meet the requirements of the Contract Documents. Refer to Section 01014 – Work Sequence for additional requirements.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

Roadway closures will only be allowed after 6/11/22. Add this to TC section also

END OF SECTION

SECTION 01014
WORK SEQUENCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Owner Occupancy

B. Applicable Standards

C. Continuity of Wastewater System Operations

D. Bypassing

E. Submittals

F. General Work Sequence

1.2 OWNER OCCUPANCY

A. Cooperate with Owner to minimize conflict, facilitate Owner's operations, and schedule the Work to accommodate this requirement.

1.3 APPLICABLE STANDARDS

A. City of Post Falls Standard Construction Specifications and Details.

B. The Idaho Standards for Public Works Construction (ISPWC) will apply to this project except as modified by these technical specifications.

C. Comply with all applicable Idaho Department of Environmental Quality requirements for water and wastewater handling.

1.4 CONTINUITY OF WASTEWATER SYSTEM OPERATIONS

A. The collection system is currently active. The contractor shall maintain uninterrupted use throughout the duration of the project, unless noted otherwise.

B. The existing City of Post Falls sewer trunk lines are currently and continuously receiving and conveying raw wastewater. Those functions necessary for receiving and conveying raw wastewater are not to be interrupted except as specified herein.

C. Owner may occupy the right-of-way (ROW) and wastewater collection system sites during the entire period of construction.

D. Contractor shall cooperate, schedule, and coordinate all activities and minimize all conflicts with facility Owner usage, operation, and maintenance.

E. Maintain sanitary sewer service at all times except as specifically authorized under other provisions of this section. Contractor shall provide forty-eight (48) and twenty-four (24) hours notice to impacted individuals prior to beginning the construction activity. If sewage backup occurs during any construction activity, the Contractor shall be responsible for cleanup, repair, property damage, costs, and all claims at no cost to the Owner.

F. Limit disturbed area and construction traffic, see the work sequence section for more information; minimize disturbance to affected businesses and residences.

1.5 BYPASSING

A. Bypassing of untreated wastewater to surface waters or ground surface is prohibited.

B. Penalties and any and all related costs, including legal and engineering expenses imposed on or incurred by Owner as a result of any bypass or National Pollutant Discharge Elimination System (NPDES) permit violation caused by the actions or inactions of the Contractor, its employees, subcontractors or agents, are to be borne in full by the Contractor.

1.6 SUBMITTALS

A. Submit under Specification Section 01300.

B. Provide detailed outage and time schedule plan for each work item that may impact wastewater collection system operation. Provide long range and short-range plans, as appropriate for coordinating work with Owner.

1.1 GENERAL WORK SEQUENCE

A. The Contractor shall provide adequate notice to businesses and residences during construction prior to implementing any sewer service outage.

1. Prior to commencing any work on the project, the Contractor shall provide written notice to all businesses and residences whose property must be accessed to complete the work.

2. The Contractor shall also provide forty-eight (48) and twenty-four (24) hours' notice to all impacted property owners prior to beginning the construction activity. Construction will not be permitted unless such notice is given.

B. Closure of public rights of way over the weekend (Saturday–Sunday) is not allowed, unless specifically authorized by the Owner.

C. Pedestrian access to businesses and residences must be maintained at all times.

D. Propose and/or provide alternate routes or means of entry as required for impacted residences and businesses.

1. Reference Post Falls Standard Construction Specifications for minimum requirements for special signs describing access to local businesses.

E. All trenches shall be backfilled to neat line and compacted daily. Open trenches shall not be left overnight without Engineer's approval.

F. Contractor shall maintain sanitary service to all properties at all times except as follows: Temporary outages shall be limited to a maximum of four (4) hours per occasion. Outages shall not begin earlier than 8:00 am and must be reinstated prior to 5:00 pm. All outages must be specifically approved by the Engineer and the Contractor shall provide notice per this section.

G. Contractor shall maintain domestic water service to all properties at all times except as follows: Temporary outages shall be limited to a cumulative total of eight (8) hours and no more than two (2) separate occasions during the project. Outages shall not begin earlier than 8:00 am and must be reinstated prior to 5:00 pm. All outages must be specifically approved by the Engineer, the City, and East Greenacres Irrigation District, and the Contractor shall provide notice per this section.

H. Contractor shall coordinate with homeowners and garbage service to maintain un-interrupted garbage service to all residences in and adjacent to the work area.

I. Contractor shall re-grade vehicle travel areas affected by construction to a condition suitable to allow passage of a two-wheel-drive passenger vehicle prior to opening for travel.

J. Prior to starting any work on private property, if applicable, Contractor shall photograph existing surface features and conditions that could be impacted by Contractor's activities, and shall submit two (2) copies of a photo docket of each property to the Engineer. The photo dockets shall be clearly organized and annotated as necessary to document the existing condition of surface features. The photo dockets shall be used to evaluate the completeness of restoration and repair work required for project completion.

K. Contractor's Attention is directed to Section 2.03 Commencement of Contract Times; Notice to Proceed of the General Conditions.

L. Construct work in an orderly and timely manner and minimize vehicular and pedestrian traffic disruption. Accommodate traffic and access requirements during the construction period. Coordinate construction schedule and operations with Engineer and Owner.

M. Construct all system improvements in such a manner as to keep both water and sewer systems operational.

N. The work shall be carried on at such places on the project and also in such an order of precedence as may be found necessary by the Engineer to expedite the completion of the project. After work has begun on any portion or designated part of the project, it shall be carried forward to its final completion unless otherwise approved by the Engineer. All work shall conform to the provisions of the approved Contractor's schedule.

O. Coordinate with utility companies for timely completion of required services.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01019
CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Application for Payment

B. Bidding and Construction Considerations

C. Change Procedures

D. Measurement and Payment – Unit Prices

E. Testing

1.2 RELATED SECTIONS

A. Division 100 – General Conditions

B. Section 01010 – Summary of Work

C. Section 01025 – Measurement and Payment

D. Section 01300 – Submittals

E. Section 01600 – Materials and Equipment

F. Section 01700 – Contract Closeout

1.3 APPLICATION FOR PAYMENT

A. Submit three copies of each application on Engineers Joint Contract Documents Committee (EJCDC) Form C-620, Contractors Standard Form, or electronic media printout from the approved schedule of values.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment. For each item on the bid schedule, provide a column for listing: Item Number, Description of Work, Unit Price, Quantity, Amount, Previous Applications, Work in Place under this Application, Authorized Change Orders, Total Completed to Date of Application, Percentage of Completion, Balance to Finish, and Retainage.

C. Revise schedule to list approved Change Orders with each Application for Payment.

D. Payment Period: Payment period shall be established by Owner in conformance with the Agreement and the General Conditions.

E. Waiver of Liens: The Contractor shall provide a Waiver of Lien to the Owner as part of the Application for Payment.

F. Prepare Application for Final Payment as specified in Section 01700.

G. When Engineer requires substantiating information, submit data justifying dollar amounts in question.

1.4 BIDDING AND CONSTRUCTION CONSIDERATIONS

A. The Contractor may encounter existing structures which are not properly shown on the plans and affect the progress of construction. The Contractor shall notify the Engineer before continuing with construction, to allow field revisions needed to avoid the conflict, to be completed.

B. Failure to notify the Engineer of conflicts and proceeding without direction from the Engineer is done at the Contractor's own risk.

C. Field Relocation: Relocation in construction shall be made only at the direction of the Engineer. Unforeseen obstructions encountered as a result of these relocations will not be subject to claims for additional compensation by the Contractor to any greater extent than would have been the case had the obstruction been encountered along or in the original location.

D. Access to and from all residences shall be provided.

E. Street construction shall be scheduled such that there is continuous access for fire, police protection, and other emergency service providers.

F. The Contractor shall coordinate all fire protection and vehicular traffic control measures with emergency service providers (fire and police). The Contractor shall inform these agencies of current construction schedules at least weekly and cooperate with them to insure they can provide adequate service. The Engineer shall be kept apprised of all conversations with these agencies; copy all correspondence to Engineer for informational purposes.

G. The Contractor shall furnish, erect and maintain approved fences, barricades, lights, signs and other control devices for both vehicular and pedestrian traffic necessary to prevent accidents and avoid damage and injury to the public. Traffic control devices shall be placed and maintained in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

H. Maintenance of barricades, barriers, flares, signals, etc. is the responsibility of the Contractor. Failure by the Engineer or public officers to notify the Contractor to maintain safety devices shall not relieve the Contractor from his responsibility.

allow saturdays

I. Hours of Operation: All operations conducted on the premises shall be restricted by ordinance and no more than the hours between 6:00 am and 10:00 pm weekdays and weekends unless otherwise approved by the City. This includes the warming up, repair, arrival, departure or running of trucks, earthmoving equipment, construction equipment or any other associated equipment. Work during times other than these requires payment of observation and construction management time.

J. Contractors Superintendent shall be on the site at all times work crews are present.

1.5 CHANGE PROCEDURES

A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by EJCDC Article 9.04 by issuing supplemental instructions on EJCDC Form C-942 Field Order.

B. Contractor will submit the name of the individual authorized to receive change documents and be responsible for informing others in contractors employ or subcontractors of changes to the work.

C. The Engineer may issue a Notice of Change, which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within ten (10) days.

D. The Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01600.

E. Stipulated Sum/Price Change Order: Based on Contractor's request for a Change Order as approved by the Engineer.

F. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Work Directive Change. Changes in Contract Price or Contract Time will be computed as specified for Time and Material Change Order.

G. Work Directive Change: Engineer may issue a directive on EJCDC Form C-940 Work Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate a method of determining any change in Contract Price or Contract Time. The Contractor shall promptly execute the change.

H. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

Engineer will recommend to the Owner the change allowable in Contract Price and Contract Time as provided in the Contract Documents.

I. All change orders and work directive changes must be approved by the Owner and Engineer prior to commencing the change. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

J. Change Order Forms: EJCDC Form C-941.

K. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

L. Promptly revise progress schedules to reflect any changes in contract time, revise sub-schedules to adjust time for other items of work affected by the change and resubmit.

M. Revise project record documents per the changes.

N. Revise Schedule of Values and Application for Payment forms to record each authorized Change Order and adjust contract price.

1.6 MEASUREMENT AND PAYMENT – UNIT PRICES

A. Authority: Measurement methods are delineated in the individual specification sections.

B. Contractor shall take all measurements and compute quantities. The Engineer will verify measurements and quantities.

C. Unit Quantities: Quantities and measurements indicated in the Bid Schedule are for contract purposes only unless stated otherwise in specific specification sections. Quantities and measurements supplied or placed in the Work shall determine payment.

D. Payment Includes but is not limited to: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and the erection, application or installation of an item of the Work; overhead and profit, required to complete that work.

E. Unless the work to be done is specifically called out to be measured and paid for in the Unit Price Schedule, payment for such work shall be included in other applicable items, and there be no separate measurement and payment for the work.

1.7 TESTING

A. Contractor will be responsible for obtaining the services of an approved third-party compaction, asphalt testing firm. Firm selection will be subject to Engineers approval.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Schedule of Estimated Progress Payments

C. General Description of Measurement and Payment

D. Application for Payment

E. Nonpayment for Rejected or Unused Goods

F. Partial Payment for Stored Materials and Equipment

1.2 SUBMITTALS

A. Informational Submittals:

1. Schedule of Estimated Progress Payments:

a. Submit with initially acceptable Schedule of Values for Lump Sum Projects.

b. Submit adjustments thereto with Application for Payment.

2. Application for Payment.

3. Final Application for Payment.

1.3 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.

B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.4 GENERAL DESCRIPTION OF MEASUREMENT AND PAYMENT

A. Measurement and Payment for the bid items listed in the Bid Form - Unit Price Schedule shall be on the basis of the description in the Contract Documents. Unless the work to be done is specifically called out to be measured and paid for in the Bid Form - Unit Price

Schedule, payment for such work shall be included in other applicable items, and there shall be no separate measurement and payment for the work.

B. Items listed in the Bid Form - Unit Price Schedule as lump sum (LS) shall include all work for the complete installation as generally described in the Contract Documents.

C. Payment shall be made at the contract unit bid price listed in the Bid Form - Unit Price Schedule. The price listed therein shall be payment in full for all labor, tools, equipment, materials, etc., which are required to construct the respective bid items according to the Contract Documents including all work and materials incidental thereto.

D. Partial payment for unit bid items and lump sum bid items only partially completed at the end of monthly pay periods shall be made based upon the percentage of work completed and according to the Schedule of Values.

1.5 APPLICATION FOR PAYMENT

A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.

B. Use detailed Application for Payment Form in the bid documents. The Engineer can provide the form as a spreadsheet.

C. Provide separate form for each schedule as applicable.

D. Include accepted Schedule of Values for each schedule or portion of work, the unit price breakdown for the work to be paid on unit price basis, if applicable, and allowances, as appropriate.

E. Preparation:

1. List each Change Order executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form for each schedule as applicable.

2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be required by Engineer.

F. Progress payments will be made monthly.

G. The date for Contractor’s submission of monthly Application for Payment shall be established at the Preconstruction Conference.

1.6 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for the following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective work not accepted by Owner.
6. Material remaining on hand after completion of Work.
7. Products placed beyond lines and levels of required Work.

1.7 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored on site unless submittals and/or Shop Drawings are approved by Engineer and the items are properly stored, secured, and maintained in accordance with manufacturer's requirements.

B. No payment shall be made for materials or equipment not delivered to the site.

C. Final Payment: Final payment will be made for products only incorporated in work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01039
COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination

B. Field Engineering

C. Preconstruction Conference

D. Progress Meetings

E. Existing Collection System Operation

F. Utility Coordination

G. Alteration Project Procedure

H. Cutting and Patching

1.2 COORDINATION

A. Coordinate scheduling, submittals, and Work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

~~B. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable. Utilize spaces efficiently to maximum accessibility for other installations, for maintenance, and for repairs.~~

C. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.

~~D. Coordinate Start-up with the Engineer and State Agencies.~~

E. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having independent responsibilities for installing, connecting to, and placing in service, such equipment.

F. Avista and Kootenai Electric Company will install new street lighting throughout the project during construction. The contractor is responsible for coordinating activities with Avista and Kootenai Electric Company.

1.3 FIELD ENGINEERING

A. Contractor will provide survey for the project. Owner will provide the following:

1. Refresh project control and add new if needed.

2. Reset property pins and monuments (within Contractor surveyed and provided boxes) noted in the plans.

3. R/W lath for utilities

B. The Contractor will locate and protect survey control and reference points and generate other points as necessary for completing the work. Contractor shall verify control provided and notify the Engineer of any discrepancy or error. The Contractor shall maintain and protect all survey control points provided by owner. Replacement of survey control and reference points will be at the contractor's expense.

C. Control datum for survey is that established by Owner provided survey.

D. The maximum number of mobilizations for survey work provided by Owner is three (for owner provided work described in paragraph 1.3.A). Provide the Owner a minimum of 48-hours advance notice for staking requests. Additional mobilizations for staking shall be at Contractor's expense.

1.4 PRECONSTRUCTION CONFERENCE

A. Engineer will schedule a preconstruction conference after Notice of Award.

B. Attendance Required: Owner or his representative, Engineer, resident project representatives, and Contractor.

C. Agenda:

1. Submission of executed bonds and insurance certificates.

2. Distribution of Contract Documents.

3. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.

4. Designation of personnel representing the parties in Contract, and the Engineer.

5. Procedures and processing of field decisions, submittals, applications for payments, proposal request, Change Orders, and Contract closeout procedures.

6. Scheduling. Contractor shall submit a schedule for the entire scope of work, including subcontractor work. The schedule must be approved by the Engineer prior to commencement of work. Update schedule monthly with each Application for Payment to the Engineer. Construction shall not proceed without a project schedule.

7. Surveying, layout and scheduling.

1.5 PROGRESS MEETINGS

A. The Engineer will schedule and administer meetings as needed by Owner, Contractor, and Agencies throughout progress of the Work, expected to occur weekly.

B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, and Agencies, as appropriate to agenda topics for each meeting.

C. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

1.6 EXISTING COLLECTION SYSTEM OPERATION

A. Maintain continuous operation of existing collection system during all phases of construction. Coordinate work, possible interruptions, and operational issues with Owner and Engineer.

B. Provide bypass pumping as necessary to maintain continuous operation of systems. Bypassing of untreated or partially treated wastewater to surface waters or drainage courses is prohibited during construction. In the event accidental bypassing is caused by the Contractor's operation, the Owner shall immediately be entitled to employ others to stop the bypassing. Penalties imposed on the Owner as a result of any bypass caused by the actions of the Contractor, his employees, or subcontractors shall be borne in full by the Contractor, including legal fees and other expenses to the Owner resulting directly or indirectly from the bypass.

1.7 UTILITY COORDINATION

A. Coordinate all construction activities with affected utilities, including, but not limited to Spectrum/Charter Fiber Optic, Avista Gas/Electric, Ziply Fiber, and East Greenacres Irrigation District.

B. Coordinate traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), Contract Documents, and the City of Post Falls Engi Department.

See utility matrix for this project and update companies. We will probably want to put a place holder paragraph in here for coordination with Conoco Petroleum.

1.8 ALTERATION PROJECT PROCEDURES

A. Materials: Shall be as specified; match existing products and work for patching and extending work.

B. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.

C. Where new work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent work in texture and appearance. Notify Engineer of any drainage problems which may occur prior to finishing this work.

D. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make a recommendation to the Engineer.

E. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections as a result of this project.

F. Finish surfaces as specified in specifications.

1.9 CUTTING AND PATCHING

A. Employ skilled and experienced personnel to perform cutting and patching.

B. Execute work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.

C. Restore Work with new products in accordance with requirements of Contract Documents.

D. Identify any hazardous substance or condition exposed during the Work to the Engineer for decision or remedy.

E. Provide all shoring, bracing support and/or other means of protection necessary to maintain structural integrity of the work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01080
GENERAL REQUIREMENTS DEFINITIONS & STANDARDS

PART 1 GENERAL

1.1 DESCRIPTION

A. Throughout the Contract Documents, reference is made to Codes and Standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.

B. Where materials or workmanship are required by these Contract Documents to meet or exceed a specific local Code or Standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specific local Code or Standard.

C. It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Owner's Representative, to deliver to the Owner's Representative all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specific local Code or Standard. Such proof shall be in the form requested in writing by the Owner's Representative, and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Owner's Representative.

D. Related Work Described Elsewhere: Specific naming of Codes or Standards occurs on the Drawings and in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards: In procuring all items used in this Work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named Codes and Standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.

B. Rejection of Non-Complying Items: The Owner's Representative reserves the right to reject items incorporated into the Work that fail to meet the specified minimum requirements. The Owner's Representative further reserves the right, and without prejudice to other recourse the Owner's Representative may take, to accept non-complying items subject to an adjustment in the Contract amount as approved by the Owner's Representative and the Owner.

C. Applicable standards that may be listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

1. AASHTO = American Association of State Highway and Transportation Officials, 341 National Press Building, Washington D.C. 20004

2. ACI = American Concrete Institute, Box 19150, Redford Station, Detroit, Michigan 48219

3. AISC = American Institute of Steel Construction, Inc., 1221 Avenue of the Americas, New York, New York 10020

4. ANSI = American National Standards Institute (successor to USASI and *ASA)* 1430 Broadway, New York, New York 10018

5. ASTM = American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania 19103

6. AWS = American Welding Society, Inc., 2501 N.W. 7th Street, Miami, Florida 33125

7. AWWA = American Water Works Association, Inc., 6666 West Quincy Avenue, Denver, Colorado 80235

8. CRSI = Concrete Reinforcing Steel Institute, 228 North LaSalle Street, Chicago, Illinois 60610

9. CS = Commercial Standard of NBS, U.S. Department of Commerce, Government Printing Office, Washington D.C. 20402

10. FGMA = Flat Glass Marketing Association, 3310 Harrison, Topeka, Kansas 66611

11. NAAMM = The National Association of Architectural Metal Manufacturers, 1033 South Boulevard, Oak Park, Illinois 60302

12. NEC = National Electrical Code (see NFPA)

13. NEMA = National Electrical Manufacturers Association, 155 East 44th Street, New York, New York 10017

14. NFPA = National Fire Protection Association, 470 Atlantic Avenue, Boston, Massachusetts 02210

15. SDI = Steel Deck Institute, 235 Addison Avenue, Elmhurst, Illinois 60125

16. SSPC = Steel Structures Painting Council, 4400 5th Avenue, Pittsburgh, Pennsylvania 15213

17. TCA = Tile Council of American, Inc., P.O. Box 326, Princeton, New Jersey 08540

18. UL = Underwriters' Laboratories, Inc., 207 East Ohio Street, Chicago, Illinois 60611

19. Fed Specs = Specifications Sales (3Fri), Bldg. 197 and Fed Washington Navy Yard, General Services Standards Administration, Washington D.C. 20407

20. MIL-SPECS = Military Specifications, Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402

21. UBC = Uniform Building Code, International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601

22. ITD or ITDSSHC = Idaho Transportation Department Standard Specifications for Highway Construction and Standard Drawings, Latest Edition(s)

23. WAQTC = Western Alliance for Quality Transportation Construction

24. ISPWC = Idaho Standards for Public Works Construction, Latest Edition (if not specified)

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

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TRANSMITTAL OF CONTRACTOR'S SUBMITTAL
(Attach to Each Submittal)

Date: _____

TO: J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d'Alene, Idaho 83815

Submittal No.: _____ -- _____
(Specification Section No.) - (Sequential No.)

☐ New Submittal ☐ Resubmittal
Previous Submittal No(s).: _____
Project: _____

Project No.: _____

FROM: _____
(Contractor)

(Cover only one section with each transmittal)

SUBMITTAL TYPE:

☐ Shop Drawings ☐ Administrative ☐ Sample
☐ Quality Control ☐ Contract Closeout ☐ Or-Equal/Substitute

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

CONTRACTOR hereby certifies that (i) CONTRACTOR has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____
CONTRACTOR (Authorized Signature)

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SECTION 01400
QUALITY ASSURANCE AND QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality Control

B. Quality Assurance

C. References

D. Field Samples

E. Construction Observation

F. Manufacturers' Field Services and Reports

G. Tolerances

1.2 RELATED SECTIONS

A. Section 01300 – Submittals

1.3 QUALITY CONTROL

A. The Contractor shall coordinate and provide quality control, which shall include the necessary proctor(s) combined with compaction testing performed by an independent testing firm to perform the following, at a minimum:

1. Samples, proctors, testing reports.
2. Establish the compaction processes required to meet the requirements of the Contract Documents.
3. Perform all compaction testing as outlined in the contract documents.

B. The Contractor shall provide quality control, which shall include the initial and subsequent inspections of Contractor's Work to ensure that the Work conforms to the Contract Documents.

C. Contractor shall designate the person responsible for Contractor's quality control while Work is in progress, and shall notify Engineer, in writing, prior to any change in quality control representative assignment.

D. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.

E. Comply fully with manufacturers' instructions, including each step in sequence.

F. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

G. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

H. Perform work by persons qualified to produce workmanship of specified quality.

I. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

J. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

K. Road graders shall be required to be equipped with and use automatic cross slope control equipment. Equipment shall be capable of maintaining cross slopes using the set centerline and shoulder hubs for control.

1.4 QUALITY ASSURANCE

A. The Owner or the Owner's Representative will perform Quality Assurance as deemed necessary by the Owner or the Owner's Representative. Quality Assurance may include the observation and testing of the Contractor's work. Testing will occur after Contractor's Quality Control Measures as deemed necessary by the owner. Quality Assurance may be any of the following:

1. Tests by an independent laboratory testing agency or Engineer of Record.
2. Observation of work.
3. Review of contractors third party testing and results.

B. The Contractor shall coordinate his work with the Engineer and cooperate with testing personnel. The Contractor shall:

1. Submit weekly schedules and updates by noon Friday for the following week's work elements with days requiring testing services clearly identified.
2. Notify Engineer 24 hours prior to expected time for operations requiring services.
3. Failure of Contractor to provide adequate notice (as specified above) shall not be grounds for claims of delay by the Contractor.

C. Re-testing required because of non-conformance to specified requirements shall be performed at no cost to the Owner. Contractor shall be responsible for payments due by

re-testing. Payment for re-testing by the Owner will be charged to the Contractor by deducting the inspection and testing charges from the Contract Price.

1.5 REFERENCES

A. Conform to reference standard by date of issue current on date of Contract Documents.

B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 FIELD SAMPLES

A. Install field samples at the site as required by individual specifications Sections for review.

B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.7 CONSTRUCTION OBSERVATION

A. The Owner may provide observation during construction for quality assurance as defined in the Contract Documents. Contractor shall cooperate with the observer.

B. The Contractor shall provide the equipment and manpower to conduct all acceptance as required in the Specifications.

C. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Contractor shall be responsible for payments due for retesting. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Price.

D. When concrete is required on the project, the Contractor, at his cost, shall be responsible to coordinate and perform required tests including but not limited to entrained air, slump, cylinders and strength at his expense.

E. The contractor shall provide the equipment and manpower to conduct all tests on underground utilities as required in the specifications, except as outlined in this section.

F. The Contractor shall provide the equipment and manpower to conduct all acceptance (leak, pressure, etc.) tests on underground utilities as required in the Specifications.

G. The Contractor shall notify the Engineer of the time in which tests are to be run twenty-four (24) hours prior to testing.

H. The Contractor shall provide adequate samples of all aggregate materials, native or imported, used for construction to a lab for sieve analysis and proctor results. The Contractor is responsible for cost of providing samples and the cost of all sieve analysis and proctor tests required. The required number of production quality control tests for the various materials are listed in the specific product section. The Contractor shall provide asphalt cores and extractions as required for the verification of plant mix and compaction coordination per the owner's standards.

I. The Contractor shall supply mix designs for asphalt, at his expense.

J. The contractor shall provide his own quality control testing for asphalt placement, compaction, and roller pattern on asphalt. The owner shall complete final acceptance testing on compaction at the Owners discretion, may accept third party testing results.

K. Reports will be submitted to the Engineer indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents and the proctor results.

L. Cooperate with the Engineer; furnish samples of materials, mix designs, equipment, tools, storage and assistance as requested.

1. Notify Engineer and independent testing firm 24 hours prior to expected time for operations requiring services.

2. Notify Engineer and independent testing firm 24 hours prior to expected time for operations requiring services.

3. Make arrangements with independent testing firm and pay for samples and test required for Contractor's use.

1.8 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment, as applicable, and to initiate instructions when necessary.

B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

C. Submit report within 15 days of observation to Engineer for review.

1.9 TOLERANCES

A. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

B. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

C. Adjust products to appropriate dimensions; position before securing products in place.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Water Service, Sanitary Facilities, Electricity, and Telephone

B. Temporary Controls: Barriers, Water Control, Dust Control, Erosion and Sediment Control, Pollution Control, Noise Control, Security, Tree and Plant Protection, And Protection of Installed Work

C. Construction Facilities: Access Roads, Parking, And Progress Cleaning

D. Removal of Utilities, Controls, And Facilities

E. Requirements of Regulatory Agencies

F. Rubbish Control

G. Specific Environmental Considerations

1.2 RELATED SECTIONS

A. Section 01010 – Summary of Work

B. Section 01039 – Coordination and Meetings

C. Section 01700 – Contract Closeout

1.3 TEMPORARY WATER SERVICE

A. Provide, maintain and pay for suitable quality water required for construction operations. Permits must be obtained by the Contractor, as required, for water sources.

B. Provide temporary water service during construction, as required, to homeowners, businesses, etc. affected by construction activities.

1.4 TEMPORARY SANITARY FACILITIES

A. Provide and maintain in required facilities and enclosures. Existing facilities shall not be used.

1.5 TEMPORARY ELECTRICITY

A. Provide, maintain, and pay for temporary electricity as needed for construction.

1.6 TEMPORARY TELEPHONE

A. Provide, maintain, and pay for temporary telephone service as needed for construction.

1.7 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, to protect public safety, and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide the necessary barriers to protect pedestrians from dangerous portions of work (vaults, trenches, etc.).

C. Provide protection for plant life designated to remain. Replace damaged plant life at Contractor’s expense.

D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.8 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment as needed.

B. Contractor responsible for complying with Environmental Protection Agency (EPA) and Idaho Department of Environmental Quality (IDEQ) rules and regulations.

C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion and puddling.

1.9 DUST CONTROL

A. This item shall consist of furnishing and applying POTABLE water required in construction and for dust control, in accordance with the requirements of these specifications.

B. Water, when required, shall be applied at the locations and in the amounts required to properly compact the work. An adequate water supply shall be provided by the Contractor. The equipment used for watering shall be of ample capacity and of such design as to assure uniform application of water in the amounts required.

C. If required, watering shall be done at night or at other times when evaporation loss will be at a minimum.

D. In watering of subgrades, the Engineer may direct the Contractor to apply water in such quantities that the subgrade shall be compacted at a moisture content in excess of "optimum moisture." In no case will the Contractor be required to apply water in excess of three percent (3%) of optimum moisture.

E. The Contractor shall apply water during the course of the work to control dust, maintaining all embankment and base courses in a damp condition.

F. The Contractor shall provide sufficient equipment to apply water as directed for controlling dust caused by construction activities. If dusty conditions continue to exist due to insufficient or inadequate watering practices or lack of watering equipment, it shall cause the closing down of those operations affected until remedied. Watering shall be done on Saturdays, Sundays, and Holidays at the same frequency and amounts as specified for working days at the Contractor's expense.

G. Watering equipment shall consist of water-tight tanks mounted on trucks, adequately powered, and capable of applying water as required. The water shall be applied under pressure from the tank through a spray apparatus as directed. The spray apparatus shall be equipped as to provide uniform, unbroken spread of water over the surface being watered. A suitable device for positive shut-off and for regulating the flow of water shall be located so as to permit positive drive control from the cab.

1.10 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

B. Minimize amount of bare soil exposed at one time and comply with any Storm Water Pollution and Prevention Plan requirements.

C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosion of surface materials.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.11 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Equipment and fuel storage shall be kept secured. Waste oil and waste fluids shall not be stored or changed at construction site.

C. Spills of hazardous or toxic materials shall be promptly reported to the IDEQ. Contractor shall take emergency measures to limit the amount of the releases at Contractor's own expense.

D. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the EPA or the US Department of Agriculture (USDA). Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.12 NOISE CONTROL

A. Construction involving noisy operations, including starting and warming up of equipment, shall be per city ordinance and no greater than the hours between 6:00 am and 10:00 pm on weekdays if allowed by ordinance. Noisy operations shall be scheduled to minimize their duration and to ensure their completion by 10:00 pm.

B. Notification of special circumstances or emergency conditions that require work beyond the hours specified above shall be provided as follows:

1. The Contractor shall notify the Engineer 14 calendar days in advance of any proposed extended work hours for preauthorization. Notification shall include a written request for authorization to perform work specified and the circumstances that warrant this request. This notification shall include any additional measures to mitigate noise generated by this construction activity if deemed necessary by the Engineer.

2. If an emergency situation occurs that warrants extended hours, the Contractor shall notify the Engineer immediately upon determining the need for this work.

1.13 SECURITY

A. Provide security and facilities to protect work from unauthorized entry, vandalism or theft.

1.14 TREE AND PLANT PROTECTION

A. All landscaped and non-landscaped areas and other surface improvements which are damaged by actions of the Contractor shall be restored to a condition equal to or better than it was prior to construction. Areas shall not be cleared until related construction activities require the work.

1.15 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification Sections.

B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

1.16 ACCESS ROADS

A. Provide and maintain access to local residents.

B. Provide and maintain access, free of obstruction, to fire hydrants.

C. Provide and maintain access for emergency vehicles.

D. The Contractor shall place and maintain 2 inches ±½-inch cold patch prior to opening any previously paved travel lanes. At no time shall traffic be allowed to travel on temporary gravel roadways where paving previously existed.

1.17 PARKING

A. Do not allow construction personnel to park in any way which may affect the access and egress of emergency vehicles and individuals using the site. In no way shall the contractor be allowed to park in the traveled way that disrupts traffic.

1.18 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition. Work area should be cleaned up every time the contractor moves on to another segment of work.

B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site in approved facilities at no additional cost to Owner.

C. Remove dirt and mud tracked at the project and streets from the construction site daily, or as may be required.

1.19 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.20 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with applicable Federal and State rules and regulations, local codes and ordinances.

B. Comply with utility company requirements.

C. The Contractor's attention is alerted to the strict enforcement and requirements of the "Occupational Safety and Health Act" and "Safety and Heath Regulations for Construction" as set forth in Title 29, CFR, which apply to all operations within this contract. The Contractor shall comply with all provisions thereof and make such reports and maintain such records as the act requires.

D. The Contractor will be solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

E. The duty of the Engineer to conduct construction reviews of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

F. Comply with all Federal, State, and local laws and regulations that apply to water pollution and soil contamination.

1.21 RUBBISH CONTROL

A. During the progress of the work, the Contractor shall keep the site of the work and other areas used in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site and shall establish regular intervals of collection and disposal of such materials and waste. Equipment and material storage shall be confined to areas approved by the Engineer. Disposal of all rubbish and surplus materials shall be off the site of construction, at the Contractor's expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws.

1.22 SPECIFIC ENVIRONMENTAL CONSIDERATIONS

A. Prior to commencing work on private property, Contractor shall provide special facilities as may be necessary to contain pets if resident's existing containment facilities will be compromised as the result of the Contractor's activities. Contractor shall coordinate these facilities with the affected resident(s) to determine the necessary extent of required facilities. Payment shall be incidental to the bid.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01570
ASBESTOS CEMENT (AC) PIPE HANDLING

Let's leave this in for now, but just so you know the water district told me they only have PVC out there in this area. I want to confirm that with plans prior to removing this.

PART 1 GENERAL

1.1 BACKGROUND AND INTRODUCTION

A. Background

1. Asbestos Cement (AC) Pipe is a mixture of Portland cement and asbestos fibers greater than one percent asbestos by weight. It was introduced into North America in 1931, and by 1953 the American Water Works Association (AWWA) had established standards for AC pipe use and installation. The Environmental Protection Agency (EPA) has determined that asbestos, in an airborne condition, is a hazardous material and established laws/guidelines for the handling and disposal of the material. The Asbestos National Emission Standard for Hazardous Air Pollutants (NESHAP) establishes requirements for the removal and disposal of regulated asbestos containing materials.

B. Scope

1. Contractor shall comply with the requirements of the Asbestos NESHAP found within 40 CFR Sections 61.410 through 61.157. Nothing in this specification shall be construed to void any provision of a contract or other law, ordinance, regulation, or policy whose requirements are more stringent, including State law in the location of the project.

2. AC pipe is defined under NESHAP as a Category II, non-friable, non-regulated material in its intact state but which may become friable upon removal, demolition, and/or disposal. EPA has generally defined “friable” as material, when dry, that may be crumbled, pulverized, or reduced to powder by hand pressures. Consequently, if the Contractor’s removal/disposal process renders the AC pipe friable, it is regulated under the disposal requirements of 40 CFR Section 61.150 and the Contractor becomes the “Generator” of the regulated material. Further, if more than 260 linear feet, 160 square feet, or 35 cubic feet (amount to be confirmed by Contractor since smaller amounts may apply in some areas) of AC pipe is removed, a NESHAP notification must be filed with the governing state regulatory agency and USEPA.

3. Work required in the Contract Documents includes activities which may affect existing AC pipe. Contractor is responsible as applicable for identifying, abandoning, drilling, cutting, removing, handling, transporting and disposing of the AC waste material in accordance with all applicable Federal, State, and Local regulatory requirements.

4. When AC pipe is to be removed, it shall be done in such careful and prudent manner that it remains intact and non-friable. The Contractor is responsible to employ those means, methods, techniques, and sequences to ensure this result to the maximum extent possible. However, if the actions of the Contractor cause the

material to become friable and therefore subject to federal, state, local and other applicable regulations, that Contractor shall be defined as the Generator of the hazardous material.

1.2 SECTION INCLUDES

A. Submittals

B. References

C. Permits

D. Preparation

E. AC Pipe Handling and Modification

F. Verification

G. AC Pipe Disposal or Abandonment

H. Termination

1.3 RELATED SECTIONS

A. SECTION-01010 – Summary of Work

B. SECTION 01025 – Measurement and Payment

C. SECTION-01300 – Submittals

D. SECTION-01400 – Quality Assurance and Quality Control

E. SECTION-01500 – Construction Facilities and Temporary Controls

F. SECTION-01600 – Materials and Equipment

1.4 SUBMITTALS

A. Prior to Notice to Proceed the Contractor shall develop their AC Pipe Handling and Disposal Plan -to document the Contractor's plan for handling, cutting, removing, abandoning AC Pipe to complete the Work contained in the Contract Documents. Contractor shall submit the AC Pipe Handling and Disposal Plan to the USEPA and appropriate state and local agencies, as applicable, and provide Owner and Engineer a copy for informational purposes. Submittal of an AC Pipe Handling and Disposal Plan to Owner and Engineer shall not be interpreted as an acceptance or approval. The AC Pipe Handling and Disposal Plan

shall document compliance with all applicable federal, state, and local regulations, and shall generally include the following:

1. AC pipeline components to be connected, cut, tapped, removed or abandoned. Identify lengths of pipeline to be removed, and size of taps to be made.
2. Plan for procedures if a pipeline suspected of containing asbestos (AC) is encountered.
3. Procedures for identifying if the pipeline condition in-situ has rendered the material friable.
4. Details of scheduling of activities relative to excavation and installation of Work adjacent to known or suspected AC pipe.
5. Contingency plans for activities that damage or crush AC pipelines, which would render the material friable.
6. Procedures for verification that the AC material is contained and no friable material is generated.
7. Procedures for cutting, modifying, removing and handling of AC pipe
8. Training certifications for employees doing AC pipe handling or working on AC pipe or waste materials (e.g. OSHA, State Dept. of Labor, etc.)
9. Jobsite notices to protect adjacent activities or others on-site.
10. Location of landfill identified for AC disposal and documentation of landfill's ability to accept asbestos containing materials.
11. Procedures for record keeping and documentation of chain of custody for AC materials to be removed of and disposed in landfill. Plan shall include submittals of all chain-of-custody documentations, landfill receipts etc. to with Contractor identified as the Generator and copies submitted to Owner and Engineer.
12. All permits obtained by the Contractor including any permit conditions and approvals for execution of the Work.
13. The AC Pipe Handling and Disposal Plan shall be designed and signed by a certified Asbestos Project Designer. The Contractor shall be responsible for selection and payment of the Asbestos Project Designer to prepare the AC Pipe Handling and Disposal Plan.

1.5 REFERENCES

A. 29 CFR 1910.1001.

B. 29 CFR 1926.1101.

C. 40 CFR 61.140 to 61.157 (Subpart M) – National Emission Standard for Asbestos.

1.6 PERMITS

A. Varies by Jurisdictional Agency (Federal, State, Local), and based on quantity and condition of AC pipe material to be modified or removed.

B. Contractor shall determine all necessary permits required for execution of the Work and include in the AC Pipe Handling and Disposal Plan.

PART 2 PRODUCTS

2.1 PRODUCTS

A. Replacement of asbestos cement pipe shall be with AWWA C-900/C-905 PVC pipe.

PART 3 EXECUTION

3.1 PREPARATION

A. Furnish, install, and prepare for operation, all necessary tools, machinery, appliances, equipment, containment systems, etc. as identified in AC Pipe Handling and Disposal Plan and equipment to properly contain, handle and dispose of AC materials.

3.2 AC PIPE HANDLING AND MODIFICATION

A. Contractor shall perform work on AC pipe in such a manner that is in compliance with the Contractor's AC Pipe Handling and Disposal Plan and all applicable, federal, state and local regulations.

B. All Workers working on AC pipelines shall be trained for and certified in proper procedures for working with asbestos materials, as identified in the AC Handling and Disposal Plan.

C. Compliance with all aspects of worker safety and health regulations, including, but not limited to, the OSHA Asbestos Standard 29 CFR 1926.1101 is the responsibility of the Contractor. The Owner and Engineer assume no responsibility for compliance programs, which are the responsibility of the Contractor.

D. Cease operations and notify Owner, Engineer and regulatory agencies immediately upon observation of conditions that may indicate the presence of hazardous conditions outside those identified or anticipated in the AC Handling and Disposal Plan.

3.3 VERIFICATION

A. Contractor's superintendent shall routinely observe AC pipe work to verify performance requirements are being met and that conditions are in accordance with the Contractor's AC Pipe Handling and Disposal Plan. Contractor shall provide documentation in the type and

frequency as required for compliance with all applicable federal, state, and local regulations.

B. Notify Owner and Engineer of any observations that may jeopardize the Work or is not in accordance with the Contract Documents or the AC Handling and Disposal Plan.

3.4 AC PIPE DISPOSAL OR ABANDONMENT

A. Comply with all State and Federal and Local requirements, including (at a minimum):

1. 40 CFR Subpart M 61.150 – Standard for waste disposal for manufacturing, fabricating, demolition, renovation, and spraying operations.

2. Contain and handle all AC waste materials in conformance with the AC Handling and Disposal Plan.

3. Conduct record keeping and documentation of chain of custody for AC materials removed of and disposed in landfill.

4. Retain all chain-of-custody documentations, landfill receipts etc. and provide a copy to Owner and Engineer.

5. Waste material from AC Pipe (e.g. entire sections of pipe sections cut to install fittings, trimmed ends, tapping coupons, etc.) shall be removed, contained and handled as Asbestos waste material in conformance with the AC Handling and Disposal Plan.

B. Pipes specifically identified to be abandoned-in-place shall be abandoned per the Contractor's AC Pipe Handling and Disposal Plan.

C. If sections of AC pipe are to be left in the ground and abandoned in place, the Contractor shall inspect the visible sections that remain to insure they are intact and non-friable. The pipe shall be abandoned per Federal, State and local regulations, which may include filling the abandoned line with grout (minimum 1000 psi compressive strength). The ends of the AC pipe shall be encapsulated, and any friable AC pipe shall be lawfully recorded, removed, and disposed of. AC pipe shall NOT be crushed and left in place. If AC pipe is crushed or otherwise caused to become friable, it shall be removed in conformance with the AC Handling and Disposal Plan.

D. Record drawing (as-built) information for all AC pipelines abandoned-in-place shall be documented and identified on the contractor's as-built record drawing information and submitted to the Engineer and Owner.

3.5 TERMINATION

A. Contractor is responsible for proper handling and disposal of AC pipe. If contamination occurs due to Contractor's activities that results in contamination, all costs associated with fines, fees, legal proceedings and cleanup activities shall be the sole responsibility of the Contractor. No additional payments will be made by Owner.

B. Comply with any termination requirements of any State and Federal permits and in Conformance with the AC Handling and Disposal Plan.

END OF SECTION

SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products

B. Transportation and Handling

C. Storage and Protection

D. Product Options

E. Substitutions

1.2 RELATED SECTIONS

A. Instructions to Bidders: Product options and substitution procedures

B. Section 01400 – Quality Assurance and Quality Control:

1.3 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

C. Provide interchangeable components of the same manufacturer, for similar components.

1.4 TRANSPORTATION AND HANDLING

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly review shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.

B. For exterior storage of fabricated products, place on sloped supports, above ground.

C. Provide off-site storage and protection when site does not permit on-site storage or protection.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for review. Periodically review to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.7 SUBSTITUTIONS

A. Owners Representative will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.

B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that the Contractor:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.

2. Will provide the same warranty for the Substitution as for the specified product.

3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension which may subsequently become apparent.

5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

F. Substitution Submittal Procedure:

1. Submit a request for Substitution for consideration. Limit each request to one proposed Substitution.

2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.

3. The Owners Representative will notify Contractor, in writing, of decision to accept or reject request.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1. SECTION INCLUDES

A. Closeout Procedures

B. Progress Cleaning

C. Final Cleaning

D. Surface Restoration

E. Adjusting

F. Project Record Documents

1.2. RELATED SECTIONS

A. Section 01019 – Contract Consideration

B. Section 01300 – Submittals

C. Section 01500 – Construction Facilities and Temporary Controls

1.3. CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been reviewed, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.

B. Submit Warranty Certificates.

C. Provide submittals to Engineer that are required by governing or other authorities.

D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4. PROGRESS CLEANING

A. Streets and sidewalks effected by construction - debris shall be removed to avoid accidents.

B. As work progresses through the project area, those areas that have been substantially completed shall be cleaned.

C. Storm drain system and catch basins adjacent to the site and affected by tracked dirt shall be cleaned after the project.

1.5. FINAL CLEANING

A. Execute final cleaning prior to final review.

B. Clean equipment and fixtures to a sanitary condition.

C. Clean debris from drainage systems.

D. Clean site; sweep paved surfaces.

E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.6. SURFACE RESTORATION:

A. Restore any damaged surface to a condition equal to or better than it was prior to construction.

1.7. ADJUSTING

A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

B. Adjust all products to assure smooth and proper fit.

1.8. PROJECT RECORD DOCUMENTS

A. Maintain on site, one set of the following record documents; record actual revisions to the Work:

1. Contract Drawings
2. Specifications
3. Addenda
4. Change Orders and other Modifications to the Contract
5. Reviewed shop drawings, product data, and samples
6. Construction photographs

B. Store Record Documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:

1. Manufacturer's name and product model and number.

2. Product substitutions or alternates utilized.

3. Changes made by Addenda and Modifications.

E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

2. Measured locations of utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

3. Field changes of dimension and detail.

4. Details not on original Contract Drawings.

F. Draw a line through the Engineer title block and seal on all documents submitted as Record Drawings. Make sure that each of these documents contains the names and dates of the people recording the record information.

G. Submit documents to Engineer with claim for final Application for Payment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01745
WARRANTY PROCEDURES

PART 1 GENERAL

1.1 DESCRIPTION

A. Requirements

1. Correction of Defective Work During Warranty Period

a. The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship provided under the terms of this Contract, and pay for any damage to other works resulting from such defects, that become evident within one year after the date of final acceptance of the work or within one year after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Unremedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty.

b. Defects in material, workmanship, or equipment that are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of one year after the defect has been remedied.

c. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article 1.01, Substantial Completion, of the General Conditions.

d. The Contractor also agrees to hold the Owner and the Engineer harmless from liability of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly or in an emergency where delay would cause serious risk, loss, or damage, the Owner may have the defective work corrected or the rejected work removed and replaced, and the Contractor and his Surety shall be liable for the cost thereof.

2. Additional requirements for warranties may be included in individual specification sections. See General Conditions and Paragraph 1.03 below for warranty requirements and obligations.

3. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of occupancy by the Owner shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any warranties or responsibilities for faulty materials and workmanship.

B. Definitions

1. "Guarantee" and "Warranty" are used interchangeably and are understood to mean the same thing.

2. "Standard product warranties" are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

3. "Special warranties" are written warranties required by or incorporated in the Contract Documents either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

C. Types. Categories of warranties required for the work and specified in these Contract Documents include:

1. Special project warranty (Contractor's Warranty–attached) issued by the Contractor and, where applicable, a subcontractor or supplier (Subcontractor/Supplier Warranty–attached).

2. Specified product warranty issued by a manufacturer or fabricator for compliance with requirements in the Contract Documents.

3. Coincidental product warranty, available on a product incorporated into the work by virtue of manufacturer's publication warranty without regard for application requirements (non-specified warranty).

4. Refer to individual sections of Specifications for requirements of specified warranties.

D. Disclaimers and Limitations. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the product.

1.2 SUBMITTALS

A. General

1. Prepare per Section 01300 – Submittals, and as follows.

2. For subcontractor warranties as specified a warranty by each such.

3. The Contractor shall be responsible for obtaining manufacturer warranties.

4. Other warranties shall be specified in individual Specification sections.

B. Information Required

1. Table of contents identifying separate warranties by Specification section number and name.

2. Contractor's warranty of the work per Contract requirements.

3. Warranties, certificates, and bonds for all portions of the work per individual sections of the Specifications.

4. Certificate of occupancy obtained from the appropriate building officials.

C. Distribution

1. Submit one preliminary copy to the Engineer for review.

2. Upon review of preliminary copy, prepare and submit two final copies to the Engineer–one for the Engineer and one for the Owner.

1.3 ONE-YEAR CERTIFICATION

A. Eleven-Month Inspection. The Owner and Engineer will conduct an 11-month inspection that will result in a 1-year certification as to proper operation and performance of the completed construction project. The Contractor will be invited to take part in this inspection.

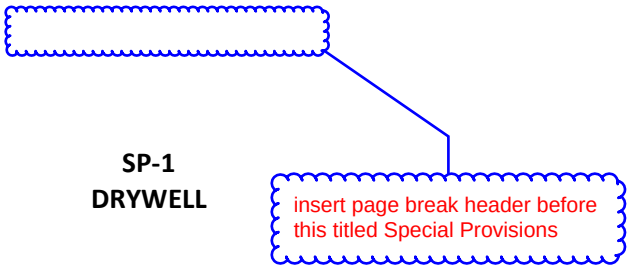
B. Testing. The 11-month inspection will include inspection, operation, and testing of systems, components, and equipment that were furnished and installed as a part of this construction project.

C. Correction. All items found to be in non-conformance with the design operation and performance requirements of these Contract Documents shall be corrected immediately by the Contractor at the Contractor's sole expense. Any operation and performance problems found to be a result of improper use or operation by the Owner will be corrected at the Owner's expense.

1.4 OWNER'S RECOURSE

A. Warranties and warranty periods do not deprive the Owner of actions, rights, and remedies otherwise available for the Contractor's failure to fulfill requirements of the Contract Documents. The Owner reserves the right to reject coincidental product warranties considered to be conflicting with or detracting from the requirements of the Contract Documents.

END OF SECTION



PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Specifications for constructing drywells consistent with City Standard detail.

1.2 SUBMITTALS

A. Submit proposed materials for pre-cast drywell units, drain rock and fabric.

B. Submit proposed materials for slotted lid and collar, as specified.

PART 2 MATERIALS

2.1 GENERAL

A. See City Standard Plan SD-601. Drywell depth requirements are indicated on the plans.

PART 3 EXECUTION

3.1 WORKMANSHIP

A. Construct drywells per City Standard Drawing SD-601.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to construct dry wells including all excavation and backfill, fabric, and drain rock. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Drywell – Single Depth

1. Bid Schedule Payment Reference: SP-1.1
2. Bid Schedule Payment Description: Drywell – Single Depth
3. Basis of Measurement: Each (EA)
4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to construct single depth drywell.

B. Drywell – Double Depth

1. Bid Schedule Payment Reference: SP-1.2
2. Bid Schedule Payment Description: Drywell – Double Depth
3. Basis of Measurement: Each (EA)
4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to construct double depth drywell.

END OF SECTION

SP-2
RESET SIGN ON NEW POST

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Remove the existing sign face, brackets and brace angles, store and reset on new signpost as shown on the Plans. New signposts shall be comprised of new metal material, as specified below.

1.2 SUBMITTALS

A. Submit proposed signpost material.

PART 2 MATERIALS

2.1 GENERAL

A. Provide new metal posts comprised of 2-inch Telspar in a 2-1/4" Telspar sleeve in a concrete foundation, consistent with SD-2016.

PART 3 EXECUTION

3.1 WORKMANSHIP

A. Construct new metal posts per SD-2016.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to remove, store and reset the existing sign on a new post per Plans. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Reset Sign on New Post

1. Bid Schedule Payment Reference: SP-2
2. Bid Schedule Payment Description: Reset Sign on New Post
3. Basis of Measurement: Each (EA)
4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to remove, store and reset the existing sign on a post.

END OF SECTION

add section for reset of existing illuminated monument sign (7th Day Adventist Church)

SP-3
SIDEWALK UNDERDRAIN

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Specifications for construction sidewalk underdrains consistent as detailed in the plans.

1.2 SUBMITTALS

A. Submit proposed precast product information or cast-in-place concrete mix design, as applicable, per Section 706.

PART 2 MATERIALS

2.1 GENERAL

A. Furnish precast or curb separated (modified) sidewalk underdrain.

PART 3 EXECUTION

3.1 WORKMANSHIP

A. Install precast sidewalk underdrain.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to construct sidewalk underdrains including concrete spillways, aggregate, and all excavation and backfill. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Sidewalk Underdrain (Precast)

1. Bid Schedule Payment Reference: SP-3.1
2. Bid Schedule Payment Description: Sidewalk Underdrain (Precast)
3. Basis of Measurement: Each (EA)
4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to construct precast sidewalk underdrain.

B. Sidewalk Underdrain (Curb Separated) Modified: SP-3.2

1. Bid Schedule Reference: SP-3.2
2. Bid Schedule Description: Sidewalk Underdrain (Curb Separated) Modified
3. Basis of Measurement: Each (EA)
4. Basis of Payment: Includes labor, equipment, materials and maintenance required to construct sidewalk underdrain (curb separated) modified.

END OF SECTION

SP-4
RETAINING WALL

PART 1 GENERAL

1.1 DESCRIPTION

A. This work shall consist of designing, furnishing all materials and testing, and a segmental retaining wall with chain link fence, including concrete block, leveling pad, wall backfill and reinforcement materials, all structure excavation related to the wall, preparation of the foundation, erection of the concrete block units, wall drainage system, fencing and any other incidental items required to complete the segmental retaining wall in accordance with the lines, grades, and dimensions shown on the plans or as directed.

The designed wall shall be a gravity wall with no tie-backs.

Remove reinforcement references throughout

1.2 DESIGN AND SUBMITTAL REQUIREMENTS

A. General. Preliminary dimensions are giv ly and the Contractor shall submit a design which ete block units, size of leveling pad, quantity of excavation, fill, wall reinforcement, drainage system, etc. an

1. The wall design shall be in accordance with the AASHTO Standard Specifications for Highway Bridges, 17th edition (2002), Division I Design, Section 5 Retaining Walls, and any current interims.

2. The design life is 75 years for permanent walls.

3. The wall shall be embedded a minimum of 1.5 feet below the finished grade with a minimum 0.5 feet of leveling pad.

4. The wall block and reinforcing type selected shall be small block type (approximately eight feet tall, 18 feet wide and 12 feet deep) suitable for the maximum wall height shown on the plans (including embedded block during temporary condition).

5. Design calculations and shop drawings are required for approval prior to fabrication of wall elements. The final design shall be sealed by an Idaho licensed professional Engineer.

6. The Contractor shall determine the backfill soil properties (internal friction angle, unit weight, etc.) reinforcement requirements (need, length, spacing, material properties, etc.) and shall verify that the backfill material meets the requirements of these specifications from his tests conducted on the backfill material sources.

7. Contractor is responsible for indicating proposed system that considers allowable bearing pressure, external stability, including global stability, total and differential settlement.

B. Detailed Drawings. The Contractor shall submit drawings including all details, dimensions, quantities and cross sections necessary to construct the wall. The plans shall include, but not be limited to, plan and elevation sheets for each wall, containing the following:

1. An elevation view of each wall indicating the elevations at all break points in the top of the walls and in the leveling pads. All component details shall be shown on wall units shop drawings. The designations as to type of concrete block units and the number of units shall be shown.

2. A plan view of each wall with dimensions tying all break points to the edge of the adjacent grades and nearby structures.

3. Section (side) views of each wall indicating the dimensions tying all break points at the top of each wall face to the edge of the roadway and nearby structures.

4. Property requirements and test methods for all materials needed for wall construction, except those included in the below section "Materials" of these special provisions, shall be shown. All manufacturer and construction notes shall also be included.

Wall is under 4 feet; remove stamped plan requirements

A materials takeoff for each wall listing quantities of each type of concrete block units, and all incidental items required for construction shall be submitted with the calculations.

6. All details for leveling pads, dimensions of the block units, etc.

7. Detailed drawings, Design calculations and As-Built Record Drawings shall be stamped and signed by a Professional Engineer registered in the State of Idaho. Before project completion, the Contractor shall furnish the Engineer one reproducible copy of the as built design drawings in 11-inch by 17-inch format. The Design Professional Engineer of Record for the retaining wall shall make adequate site inspections such that they can certify the As-Built record drawings.

8. Acquisition of building permit from the City of Post Falls Building Department.

C. Samples. The Contractor shall submit one sample of each block unit to illustrate finish, texture and color prior to approval and material procurement.

PART 2 PRODUCTS

2.1 MATERIALS

A. Concrete Block Wall. The concrete block wall unit shall be selected by the contractor. The contractor shall select a block system finish that matches the color and texture of the adjacent building CMU finish.

Materials shall conform to the following applicable ISPWC specifications:

1. Aggregates. Aggregates for modular block units shall conform to Section 703 – Cast-In-Place Concrete.

2. Concrete Compressive Strength. Acceptance of the concrete block units with respect to compressive strength will be determined on the basis of production lots. A production lot will be randomly sampled in accordance with ASTM C-140. Maximum number of blocks per lot is 50 blocks or one day of production, whichever is less. Compressive strength tests shall be performed by the manufacturer and results submitted to the Engineer for review and approval. Compressive strength test specimens shall be cored or shall conform to the saw-cut coupon provisions of Section 5.2.4 of ASTM C-140. Blocks represented by test coupons that do not reach an average compressive strength 3000 psi will be rejected.

3. In the event that a production lot fails to meet the specified compressive strength requirements, the production lot shall be rejected. Such rejection shall prevail unless the Manufacturer, at his own expense, obtains and submits evidence of a type acceptable to the Engineer that the strength and quality of the concrete placed within the concrete block units of a production lot is acceptable.

4. Concrete Finish and Color. Concrete surface for the front face shall be a similar texture and color to the adjacent building CMU block. Prior to manufacturing, the actual finish and color shall be submitted to the Engineer and Owner for review and approval.

5. Handling, Storage and Shipping. All units shall be handled in such manner as to eliminate chipping and fractures.

6. Rejection. Any of the following defects shall be sufficient cause for rejection.

    a. Defects that indicate imperfect molding.

    b. Defects that indicate honeycombed or open texture concrete.

    c. Cracked or chipped blocks or cap units. Chips up to one inch in diameter are allowed if they look acceptable when viewed from a distance of 20 feet. Up to five percent of production lot can be accepted in this manner.

    d. Color variation of modular concrete units due to excess form oil or other reasons.

B. Wall Backfill and Reinforcing Materials. Wall backfill and reinforcing materials shall be specified by the Contractor's design and reference ISPWC material requirements. The Wall Backfill Zone shall be defined by the area measured from the lowest point at the back of wall horizontally to a point two feet behind the wall and then upward.

C. Perforated Drainage Pipe (as applicable, as shown on the Drawings). Perforated pipe shall conform to ISPWC Section 601 – Culvert, Storm Drain and Gravity Irrigation Pipe, of the Standard Specifications.

D. Drain Rock (as applicable, as shown on the Drawings). Aggregate Type A4 per these Specifications.

E. Drainage Geotextile (as applicable, as shown on the Drawings). Geotextile shall be Type 1 Drainage Geotextile per ISPWC Section 2050 – Construction Geotextiles, of the Standard Specifications.

F. Chain Link Fence. Per ISPWC Section 2040 – Fencing.

PART 3 EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. General

1. Wall Excavation and Subgrade Preparation per Section 202 – Excavation and Embankment and in reasonably close conformity to the lines, grades and limits shown on the plans or as directed. All structure excavation and subgrade preparation related to the walls shall be considered incidental to the retaining wall construction.

   Subgrade shall be at grade, compacted (per Contractor's design), and approved by the engineer prior to leveling pad placement. Pumping or rutting subgrade areas shall be removed and replaced with granular structural fill per geotechnical engineering evaluation report.

2. Crushed Aggregate Leveling Pad. Leveling pads shall be placed, compacted, and approved by the engineer prior to concrete block wall units being placed. Leveling pads shall have a smooth and level surface capable of placing block units to the tolerances listed in these specifications and without block units rocking or tilting. All leveling pad related work shall be considered incidental to the retaining wall construction.

3. Concrete Leveling Pad. Per Section 702 – Cast-in-Place Concrete, Section 702 – Concrete Reinforcement and the Contract Drawings.

4. Wall Erection. Place concrete blocks so that their final position is as shown on the approved shop drawings. Concrete block units shall be placed in successive horizontal lifts in the sequence shown on the plans as backfill placement and compaction proceeds. Vertical tolerances and horizontal alignment tolerances along the wall line for concrete block units shall not exceed ¾ inch when measured with a 10 foot straight edge. The overall vertical tolerance of the wall (top to bottom) shall not exceed ½ inch per 10 feet of wall height. The plumbness and tolerances of each concrete block row shall be checked prior to erection of the next row. Any block units that are out of tolerance shall be reset to their proper tolerances.

   A coped top-block shall be provided. Wall ends, or exposed wall break step ends shall have "finished" face block.

The Contractor shall have a field representative from the wall manufacturer on site at the beginning of the initial wall erection and available during the erection of the remaining wall(s) to assist the fabricator, Contractor, and Engineer. The services of the field representative shall be incidental to the wall cost.

5. Backfill and Reinforcement Placement. Backfill placement shall closely follow erection of each course of concrete block units. Backfill shall be placed in such a manner as to avoid any damage or misalignment to the units or existing slope. Any wall materials that become damaged or disturbed during backfill placement shall be removed and replaced or corrected as directed at the Contractor's expense. Any misalignment or distortion of the concrete block units due to placement of backfill outside of the limits of this specification shall be corrected as directed at the expense of the Contractor. Reinforcement shall be connected to the wall per the manufacturer's requirements at intervals and lengths per the contractor's design.

6. The Contractor's Design Professional Engineer of Record for the retaining wall shall make adequate site inspections such that they can certify the As-Built record drawings.

B. Chain Link Fence

1. Per ISPWC Section 2040 – Fencing.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to construct the retaining wall including all excavation and backfill. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Retaining Wall – Item A

1. Bid Schedule Payment Reference: SP-4

2. Bid Schedule Payment Description: Retaining Wall – Item A

3. Basis of Measurement: Lump Sum (LS)

4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to construct single depth drywells.

END OF SECTION

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SP-5
RELOCATE MAILBOX

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Mailbox Relocation

1.2 SUBMITTALS

A. N/A

PART 2 MATERIALS

2.1 GENERAL

A. Contractor shall salvage mailboxes and reset on new posts. The contractor is responsible to replace any mailboxes damaged during the course of construction.

B. Provide new 4-inch by 4-inch pressure treated wood posts (wood colored non-green).

C. Provide mounting hardware as necessary to remount mailboxes on new posts.

D. Comply with USPS standards for mailbox installation.

PART 3 EXECUTION

3.1 WORKMANSHIP

A. Relocate mailbox per plans. Bottom of mailbox to be a minimum of 41 inches and maximum of 45 inches above adjacent driving surface. Bury wood post a minimum of 36 inches.

B. Maintain access to mailboxes during construction. Temporarily relocating mailboxes in an area accessible to the postmaster is acceptable but should be minimized to the greatest extent possible.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to relocate mailboxes. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all

appurtenances not itemized in the bid schedule.

A. Relocate Mailbox

1. Bid Schedule Payment Reference: SP-5
2. Bid Schedule Payment Description: Relocate Mailbox
3. Basis of Measurement: Each (EA)
4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to salvage and relocate mailboxes on new posts.

END OF SECTION

SP-6
ASPHALT CHIP SEAL AND FOG COAT

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

A. The work to be performed in accordance with this section includes the application of bituminous material followed by the application of a cover material and fog coat.

The Contractor shall provide the necessary equipment, labor and materials to complete the basalt chip sealing and fog coat of those roadways described in the Contract Documents, in accordance with these Specifications, as directed by the Project Manager. All work shall be in accordance with the applicable latest sections of the Idaho Department of Transportation (ITD) Standard Specifications for Road and Bridge Construction, supplemental Specifications, and all recent revisions to the same.

1.2 QUALITY ASSURANCE

A. Reference Test Standards and Specifications

1. ASTM D977, Emulsified Asphalt
2. ASTM D2397, Cationic Emulsified Asphalt

1.3 SUBMITTALS

A. Certificates of Compliance

1. Bituminous Prime Coat
2. Bituminous Tack Coat

B. Supplier's Recommendation

1. Mix Design
2. Type and Grade of Bituminous Prime Coat
3. Type and Grade of Bituminous Tack Coat
4. Application Temperature, Dilution Recommendations

1.4 PRODUCT DELIVERY STORAGE AND HANDLING

A. Take all necessary precautions in accordance with manufacturer's guidance, industry standards, and applicable rules and regulations in handling, storing and applying emulsified asphalts so as not to damage the product or damage the environment.

PART 2 GENERAL

2.1 SEAL COAT AND FOG COAT

A. Surface Preparation

Prior to placement, Post Falls Street Department Crew will clean the pavement. Each particular street must be cleaned not more than 24 hours in advance of the seal coat being applied.

B. Bituminous Materials

Prime coat bituminous material shall conform to the requirements of ITD Standard Specification Section 702.03 for Type CRS-2P emulsion undiluted.
Fog coat material shall conform to specifications equal to BITU-60-Dil.

C. Cover Material

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliche, synthetic materials, organic matter or foreign substances. Aggregate shall originate from basalt rock. The selected cover coat gradation shall be noted on the project documents and will comply with gradation limits listed in Table 2-1.

All aggregates must be washed prior to gradation.

The grading shall meet the following requirements when tested in accordance with the requirements of applicable ITD Test Methods.

Table 2-1 – Cover Coat Aggregate

Sieve Size	**3/8" Nominal** Maximum Aggregate	No. 4 Nominal Maximum Aggregate
3/8"	100	
¼"	--	100
No. 4	0-25	0-100
No. 8	0-5	0-40
No. 16	--	0-10
No. 50	--	0-5
No. 200	0-1.0	--

A representative portion of the coarse material will be obtained and tested by the owner from the contractor's aggregate supply prior to construction.

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following requirements:

Maximum loss of 9 percent at 100 revolutions.

Maximum loss of 40 percent at 500 revolutions.

The percent of carbonates in aggregate shall be a maximum of 30.

The percent of crushed faces on aggregate retained on #4 sieve shall be at least 70 when tested in accordance with AASHTO T 335, Method 1.

The Flakiness Index shall be a maximum of 25 when tested. The cleanness value shall be a minimum of 80 when tested in accordance with ITD T-72.

The Bulk Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with AASHTO T-85.

D. Rate of Application

The rate of application for the bituminous material shall be approximately 0.32 to 0.37 gallons per square yard for 3/8-inch nominal maximum aggregate and the rate of application shall be 0.20 to 0.25 gallons per square yard for ¼ inch (No. 4) nominal maximum aggregate or as determined by the Project Manager. The rate of application for the cover material shall be approximately 24 to 30 pounds per square yard for 3/8-inch nominal maximum aggregate and 10 to 15 pounds per square yard for ¼ inch (No. 4) nominal maximum aggregate or as determined by the Project Manager.

E. Application Temperatures

At the time of application, the temperature of the bituminous material shall be between 125 degrees and 185 degrees Fahrenheit.

PART 3 EXECUTION

3.1 PRELIMINARY INVESTIGATION OF THE WORK

Verify all preliminary work has been performed in accordance with the Plans and Specifications prior to application of seal coat.

3.2 WEATHER LIMITATIONS

The seal coat shall be placed only when the roadway surface is dry and there is no imminent threat of rain. The roadway surface temperature must be at least 85 degrees Fahrenheit and rising, with air temperature of at least 65 degrees Fahrenheit.

3.3 SEAL COAT APPLICATION

A. Preparation of Surface

1. Contractor's Responsibility

Immediately before applying the bituminous material, the area to be surfaced shall be cleaned of dirt and other objectionable material. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. In rural areas, power brooms may be used. When necessary, cleaning shall be supplemented by hand brooms.

The bituminous material shall not be applied until an inspection of the surface has been made by the engineer and surface is determined to be suitable.

All manhole and valve covers will be located and required to have adequate protection from the bituminous material. The protection will be removed within 48 hours after the basalt chip seal has been applied and covers will be in acceptable operating condition.

The bituminous material shall not be applied until an inspection of the surface has been made by the Engineer and surface is determined to be suitable.

2. Application of Bituminous Material

The bituminous material shall be applied as soon as possible after preparation of surfaces. At the time of application, roadway surface temperatures shall be within the ranges specified in 3.2. Application methods shall ensure that a uniform distribution is obtained over the area to be sealed. The cover coat aggregate shall be spread immediately after bituminous material has been applied, but no longer than three minutes shall elapse before aggregate application. In no instance shall the bituminous material be allowed to set prior to cover coat aggregate application. The maximum distance that the bituminous material is applied in advance of the chips will be determined by the Engineer.

The surfaces of structures, trees and shrubbery adjacent to the areas being seal coated shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage to such structures or landscaping, as well as vehicles.

3. Application of Cover Material

Immediately following the application of the bituminous material, the cover coat aggregate shall be spread with a self-propelled mechanical spreader. The spreading equipment shall be capable of applying a uniform application of cover coat aggregate. The self-propelled requirement may be waived for projects fewer than 10,000 square yards.

At the time of application, aggregate shall be within the temperature range of 250 degrees and 350 degrees Fahrenheit measured at a point six to 12 inches below the top of the load.

At the time of application, uncoated aggregate shall not contain moisture in excess of a saturated, surface dry condition when liquid or paving grade asphalt is used as the seal coat binder.

The application rate for cover material shall be as specified in 2.1.D of this specification.

3.4 ROLLING

Immediately following the application of the cover material, the surface shall be rolled with three self-propelled pneumatic-tired rollers. Elapsed time from cover coat application to initial rolling shall not exceed five minutes. Three coverages each shall be made with the pneumatic rollers. Each roller shall carry a minimum of 2,000 pounds on each wheel and a minimum of 60 psi in each tire. The rollers shall not travel in excess of 12 miles per hour. A minimum of three self-propelled pneumatic rollers shall be required for all project areas.

3.5 JOINTS

All joints shall be constructed as approved by the Engineer such that there is a uniform application of cover material and bituminous material.

3.6 DISTRIBUTING EQUIPMENT

Distributor trucks shall be of the pressure type with insulated tanks. Gravity distributors will not be permitted.

Spray bars and extensions shall be of the full circulating type. The spray bar shall be adjustable to permit varying height above the surface to be treated.

The nozzle spacing, center-to-center, shall not exceed six (6) inches. The valves shall be operated so that one or all valves may be quickly opened or closed in one operation. The valves that control the flow from the nozzles shall be of a positive acting design so as to provide a uniform, unbroken spread of bituminous material on the surface.

The distributor shall be equipped with devices and charts to provide for accurate, rapid determination and control of the amount of bituminous material being applied. The distributor shall be equipped with an adequate speedometer of the auxiliary wheel type or electronic meter device measuring ground speed in feet per minute. The distributor shall also be equipped with pressure gauges and an accurate thermometer for determination of the temperature of bituminous material. The spreading equipment shall be designed so that uniform application of a bituminous material can be applied in controlled amounts ranging from 0.05 to 2.0 gallons per square yard. Transverse variation rate shall not exceed ten (10) percent of the specified application rate. The distributor shall be equipped with a hose and nozzle attachment to be used for spotting skipped areas and areas inaccessible to the distributor. Distributor and booster

tanks shall be maintained as to prevent dripping of bituminous material from any part of the equipment.

Equipment that fails to perform satisfactorily shall be removed from the job and replaced with equipment that meets the standards and satisfactorily performs.

3.7 FOG SEAL

Following the cleanup of the basalt chip seal by the contractor, the streets that are listed will be fog sealed using bituthene Bitu-60 or a comparable material at an application rate of 0.10 minimum to 0.12 gallons per square yard using equipment that meets or exceeds the standards in 3.6.

The surfaces of structures, trees and shrubbery adjacent to the areas being fog sealed shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage to such structures or landscaping, as well as vehicles.

PART 4 MEASUREMENT AND PAYMENT

4.1 Use the following bid item as designated in the Bid Schedule. Includes all labor, material, and equipment required to perform the work. Work to include asphalt, anti-strip additive, cover coat material, load, haul, placement, stockpiling, blotter, choke sand, brooming, and all necessary items required to place the Chip Seal and Fog Coat as specified. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other Bid Items.

A. 3/8-Inch Chip Seal: By the square yard.

1. Bid Schedule Payment Reference: SP-6.1
2. Bid Schedule Payment Description: 3/8-Inch Chip Seal
3. Basis of Measurement: Square Yard (SY)
4. Basis of Payment: Includes all asphalt, anti-strip additive, cover coat material, load, haul, placement, stockpiling, blotter, choke sand, brooming, and all necessary items required to place the Chip Seal as specified.

B. Fog Coat: By the gallon.

1. Bid Schedule Payment Reference: SP-6.2
2. Bid Schedule Payment Description: Fog Coat
3. Basis of Measurement: Gallon (GAL)
4. Basis of Payment: Includes labor, equipment and materials necessary to place the Fog Coat as specified.

END OF SECTION

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SP-7
PAVEMENT MARKERS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Furnishing and installing raised pavement markers (RPMs) with prismatic retro reflectors shown on Plans.

1.2 RELATED SECTIONS

Not used.

1.3 REFERENCES

Not used.

1.4 SUBMITTALS

A. Submit manufacturer's cut sheet to Owner's Representative for approval.

PART 2 PRODUCTS

2.1 PRODUCTS

A. RPMs: 3M brand Raised Pavement Marker Series 290 PSA or approved equal. Markers shall be crystal or amber as shown on the Plans.

PART 3 WORKMANSHIP

3.1 LAYOUT

A. Before placing RPMs, lay out the location of all RPMs. Locate RPMs within five percent of specified spacing. RPMs are to be spaced no closer than two inches to a concrete joint.

3.2 INSTALLATION OF RMP CASTING

A. Install casting per manufacturer's recommendation.

3.3 INSTALLATION OF RPM RETRO REFLECTOR

A. Install retro reflector per manufacturer's recommendation.

PART 4 MEASUREMENT AND PAYMENT

4.1 Use the following unit price as designated on the Bid Schedule.

A. Raised Pavement Marker: Per each, including all materials, labor, and equipment necessary to furnish and install RPMs in conformance with the Plans.

1. Bid Schedule Payment Reference: SP-7

2. Bid Schedule Description: Raised Pavement Marker…Each (EA)

END OF SECTION

SP-8
ORANGE CONSTRUCTION FENCE

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Constructing orange construction fence as shown in the Plans.

1.2 SUBMITTALS

A. Submit proposed fencing post and material.

PART 2 MATERIALS

2.1 GENERAL

A. Construct, maintain, and remove orange construction fencing in the locations as shown on the plans or as directed.

PART 3 EXECUTION

3.1 WORKMANSHIP

A. Set orange construction fence in conjunction with the demolition and erosion control plans or as directed. Orange construction fence may be set on the same posts as silt fencing in areas where it is convenient to do so, if silt fence is used. Coordinate locations for temporary fencing with the Engineer or their representative. Orange construction fence is required to be safety-orange plastic construction fencing four feet in height with variable size mesh openings. Attach the plastic construction fencing to steel fence posts set apart at a maximum distance of eight feet on center.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to construct, maintain, and remove orange construction fencing. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Orange Construction Fence

1. Bid Schedule Payment Reference: SP-8

2. Bid Schedule Payment Description: Orange Construction Fence

3. Basis of Measurement: Linear Foot (LF)

4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to construct orange construction fence.

END OF SECTION

SP-9
RECTANGULAR RAPID-FLASHING BEACON (RRFB)

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Furnishing and installing single-sided and double-sided rectangular rapid-flashing beacon (RRFB) systems with push button activation including signs, mounting pole, foundation and push button extensions, as required for a complete and working system.
2. Removing and resetting existing RRFB systems with push button activation, as specified in the plans.

1.2 SUBMITTALS

A. Submit proposed RRFB product data specifications.

B. Submit push button product data specifications.

C. Submit proposed mounting pole material specifications.

D. Submit proposed push button extension, as required.

this is JSF Technologies (or approved equal)

PART 2 MATERIALS

2.1 RRFB (SINGLE-SIDED)

A. Single RRFB bar, AB-9702-20W-Yellow, Tell-Tale LED

B. Single W11-2, Yellow/Black

C. Single W16-7P, Yellow/Black

D. Single Polara INX audible push button INX9WN0-Y-BD, 9”x12” instructional sign

E. Pushbutton Extension (12-inch, Yellow) where noted

2.2 RRFB (DOUBLE-SIDED)

A. Dual RRFB bar, AB-9704-40W-Yellow, Tell-Tale LED, Dual Controller will operate each RRFB bars independently

B. Dual RRFB bar, AB-9704-40W-Yellow, Tell-Tale LED, Dual Controller will operate each RRFB bars independently

C. Two W11-2, back-to-back, Yellow/Black

D. Two W16-7P, back-to-back, Yellow/Black

E. Pedestrian Push Button, Two Polara INX audible push INX9WN0-Y-BD place side-by-side, 9”x12” instructional sign

F. Pushbutton Extension (12-inch, Yellow) where noted

2.3 POLE AND BASE

A. 4”x14’, 4.5” OD, Schedule 40 Steel pipe (we can use Aluminum pipe)

B. Aluminum Frangible pedestrian break-away base

2.4 FOUNDATION

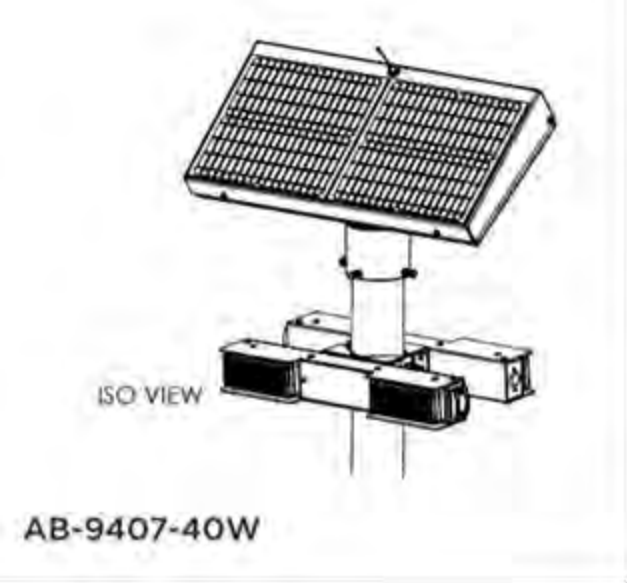
A. Foundation shall consist of materials as detailed on the plans

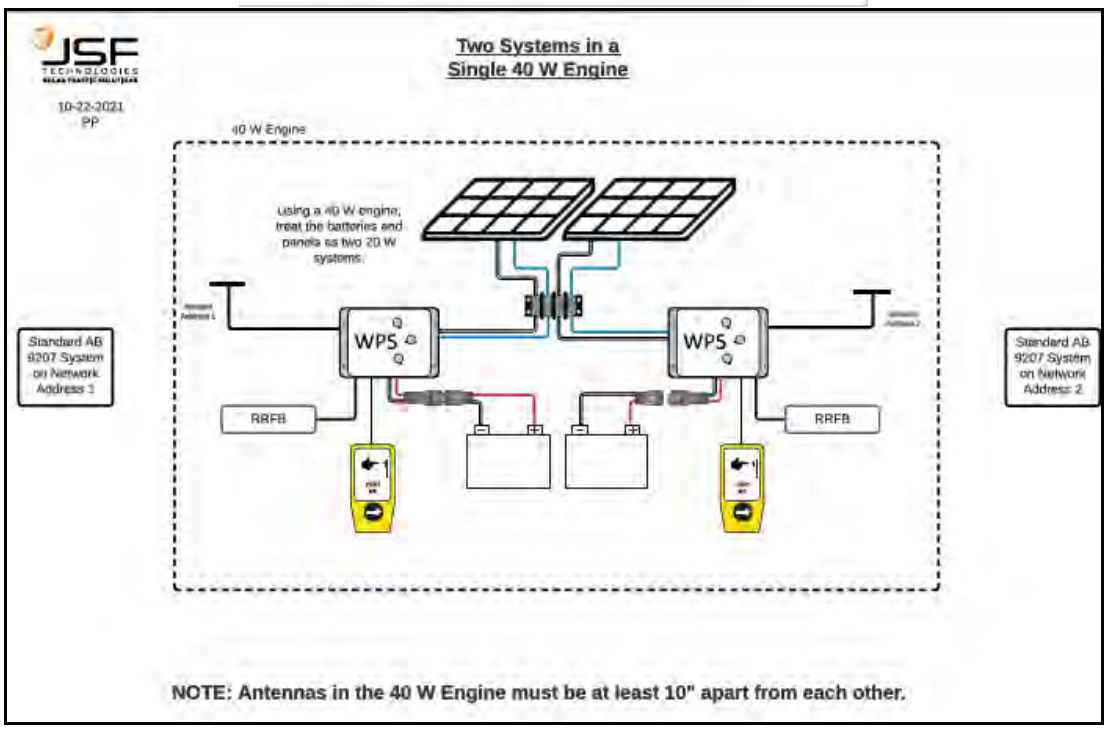
PART 3 EXECUTION

3.1 WORKMANSHIP

A. Install RRFB system, push buttons, mounting pole, foundation, signs and all other appurtenances, as detailed in the plans and these specifications

B. An isometric view and diagram of the two systems in a single 40W engine for the double-sided RRFB are shown as follows:





PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to furnish and install a single or double-sided RRFB system. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Rectangular Rapid-Flashing Beacon (RRFB) Single-Sided

1. Bid Schedule Payment Reference: SP-9.1

2. Bid Schedule Payment Description: Rectangular Rapid-Flashing Beacon (Single-Sided)

3. Basis of Measurement: Each (EA)

4. Basis of Payment: Includes labor, equipment, and materials required to furnish and install the single-sided RRFP system.

B. Rectangular Rapid-Flashing Beacon (RRFB) Double-Sided

1. Bid Schedule Payment Reference: SP-9.2

2. Bid Schedule Payment Description: Rectangular Rapid-Flashing Beacon (Double-Sided)

3. Basis of Measurement: Each (EA)

4. Basis of Payment: Includes labor, equipment, and materials required to furnish and install the double-sided RRFP system.

C. Remove and Reset Rectangular Rapid-Flashing Beacon (RRFB)

5. Bid Schedule Payment Reference: SP-9.3

6. Bid Schedule Payment Description: Remove and Reset Rectangular Rapid-Flashing Beacon

7. Basis of Measurement: Each (EA)

8. Basis of Payment: Includes labor, equipment, and materials required to remove and reset the existing RRFP system.

END OF SECTION

SP-10
IRRIGATION SLEEVES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Furnishing and installing 4-inch-diameter, schedule 40 polyvinyl chloride (PVC) pipe for irrigation sleeves beneath project areas, as specified.

1.2 SUBMITTALS

A. Submit proposed pipe material.

PART 2 MATERIALS

2.1 GENERAL

A. Furnish and install 4-inch-diameter, schedule 40 PVC pipe in the locations as shown on the plans or as directed.

PART 3 EXECUTION

3.1 WORKMANSHIP

A. Install top of pipe at least eight inches below finished grade, leaving two feet exposed on either end of buried pipe area.

B. Cap or plug ends of pipe in a manner that the plug or cap can be removed without damage to the pipe.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to furnish and install irrigation sleeves. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Irrigation Sleeves

1. Bid Schedule Payment Reference: SP-10
2. Bid Schedule Payment Description: Irrigation Sleeves
3. Basis of Measurement: Linear Foot (LF)

4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to construct irrigation sleeves.

END OF SECTION

SP-11
LANDSCAPE IRRIGATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract and bid documents.

1.2 SUMMARY

A. Section Includes:

1. Irrigation system requirements.
2. Irrigation component requirements.
3. Component installation requirements.
4. Cleaning and adjusting.
5. Owner demonstration.

B. This specification includes lump sum measurement and payment items to provide new sprinkler lines, sprinkler heads and appurtenances for a complete and working irrigation system in the roundabout center island.

C. Irrigation must be constructed per the City of Post Falls Standard Details for Park Construction, Irrigation Standard Drawing 3700s, enclosed.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

A. Minimum Water Coverage: 100 percent head-to-head on all turf and planting areas.

B. The irrigation system shall be designed to efficiently deliver water to maintain the managed landscape's function and purpose while complying with any local limitations and requirements.

C. Location of Sprinklers and Specialties: Make minor adjustments necessary to avoid plantings and obstructions such as signs, trees, and light standards.

D. All products shall be installed per the manufacturer’s instructions and recommendations. Any drawing discrepancies shall be brought to the engineers attention for direction to proceed.

1.4 SUBMITTALS

A. Submit irrigation plan for review by City prior to installation within any City of Post Falls maintenance areas.

B. Product Data

1. Manufacturer's cut sheets for each element of the system.

2. Parts lists for operating elements of the system.

C. Closeout Submittals

1. Record Drawings- As installation occurs, prepare accurate record drawing to be submitted before final inspection, including:

a. Detail and dimension changes made during construction.

b. Significant details and dimensions not shown in original contract documents.

c. Field dimensioned locations of valve boxes, manual drains, automatic drain valves, quick-coupler valves, control wire runs not in mainline ditch, and both ends of sleeves.

d. Take dimensions from permanent constructed surfaces or edges located at or above finish grade.

e. Take and record dimensions at the time of installation.

f. Submit record drawings to the project manager for approval.

g. Drawings shall be complete with line sizes, automatic valve types, wire, sprinkler heads, nozzle sizes, power, and controller locations.

2. Operations & Maintenance Manual Data

a. Instruction manual which lists complete instructions for system operation and maintenance, including winterizing.

b. Complete winterization instructions for the entire system, including compressed air blowout procedures.

3. Submit Operations and Maintenance Manual to the project manager for approval.

D. Test Reports: As specified in Part 3, Section 3.10 Field Quality Control.

1.5 QUALITY ASSURANCE

A. Product Options: Drawings indicate size, profiles, and dimensional requirements of irrigation components and are based on specific types and models indicated.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.

C. Comply with requirements of utility supplying water and authorities having jurisdiction for preventing backflow and back-siphonage.

D. Comply with ASTM F 645, "Guide for Selection, Design, and installation of Thermoplastic Water Pressure Piping Systems."

E. Comply with NFPA 70, "National Electrical Code, "for electrical connections between wiring and electrically operated devices.

1.6 STORAGE AND HANDLING

A. Preparation for Transport: Prepare valves according to the following:

1. Ensure that valves are dry and internally protected against rust and corrosion.

2. Protect valves against damage to threaded ends and flange faces.

3. Set valves in the best position for handling. Set valves closed to prevent rattling.

B. During Storage: Use precautions for valves according to the following:

1. Do not remove end protectors unless necessary for inspection; then, reinstall for storage.

2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off ground or pavement in watertight enclosures when outdoor storage is necessary.

C. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural

D. Protect flanges, fittings, and specialties from moisture and dirt.

E. Store plastic piping protected from direct sunlight, and support to prevent sagging and bending.

1.7 WARRANTY

A. Special Warranty: Contractor agrees to repair or replace any portion of the landscape irrigation system that fails in materials or workmanship within two years.

1. Warranty includes the following:

a. Fill and repair depression and replace plantings due to settlement of irrigation trenches for one year following the project's acceptance.

b. Adequately drain the system to protect it from freeze damage.

c. Adjust and balance the system to supply proper coverage of areas to receive water.

d. System must be completed in each area before planting that area.

e. If the project landscaping and testing is not complete before freezing temperatures occur, the contractor shall perform blowout services.

f. Winterize the irrigation system the first fall after project acceptance to Parks and turn the system back on the following spring while instructing the Owner in proper operation and maintenance of the system.

1.8 PROJECT CONDITIONS

A. Perform site survey, research public utility records, and verify existing utility locations.

B. Investigate and determine available water supply pressure and flow characteristics.

C. Install irrigation system for each turf/landscaped area shown on the drawings.

1.9 SEQUENCING AND SCHEDULING

A. Arrange for temporary water shutoff with the Owner or Irrigation District, if needed.

B. Coordinate irrigation work with other project-specific landscaping tasks.

C. Coordinate irrigation with utility work.

D. Coordinate irrigation control wire with electrical conduit installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Cast-Iron, Gate Valves for Underground Installation:
   a. NIBCO
2. Bronze Corporation Stops and Valves for Underground Installation:
   a. NIBCO
3. Automatic Control Valves:
   a. Hunter Industries
4. Control-Valve Boxes:
   a. Carson-Brooks Plastics, Inc.
5. Quick Couplers:
   a. Hunter Industries
6. Sprinklers:
   a. Hunter Industries
7. Emitter and Drip-Tube Specialties:

a. Netafim Techline CV .6 GPH 12-inch emitter spacing

b. Rain Bird XQF1018100: XQF 1-inch Dripline Header

8. Controller:

a. Baseline

9. Flow Meter:

a. Baseline

10. Backflow Enclosure

a. Guard Shack

2.2 BACKFLOW PREVENTION

A. Per Drawings. Agency/Irrigation District Requirements will prevail in case of differences or conflict.

2.3 FLOW METER

A. Baseline Hydrometer BFM or BHM – Size per drawings

2.4 CONTROLLER

A. Baseline Base Station 3200 (see Section 2.1)

2.5 WIRE AND CONNECTORS

A. Two-Wire, 12- or 14-gauge, dependent on wire length.

B. BiCoders:

1. Baseline BL biCoder – size per drawings.

C. Direct Bury Connectors

1. All connectors shall be a DBR/Y or equivalent direct bury splice, made for full submersion proof, and shall effectively seal moisture from two or more conductors and installed per manufacturer's specifications.

2. Connector Installation Details

a. All connectors shall be installed per the manufacturer's specifications.

b. The installer shall make all connections per the manufacturer's specifications.

c. The installer shall verify that no loose, unshielded wiring shall touch the ground, water, or other copper conductors, causing a leakage of current to the ground or a short circuit across wires.

d. The installer shall make all connections fully submersion proof.

e. All splices shall be made inside a valve box.

2.6 PIPES AND TUBES

A. Polyvinyl Chloride (PVC) Pipe: schedule 40 mainlines

B. PVC Pipe: schedule 40 laterals

C. PVC Pipe: schedule 40 sleeve

D. Minimum 1-inch-diameter pipe size for laterals.

2.7 PIPE AND TUBE FITTINGS

A. PVC Socket Fittings, Schedule 40

B. PVC Socket Fittings, Schedule 80

C. PVC Threaded Fittings

D. Swing Joints:

1. Rotors: Sch 80 PVC Nipple with Marlex Street Ells
2. Rotator/Spray: Swing Pipe Tubing

2.8 VALVES AND VALVE SPECIALTIES

A. Automatic Control Valves (see Section 2.1):

1. PGV – Size per drawings
2. ICV – Size per drawings

B. Drip Control Zone Kit (see Section 2.1):

1. ICZ – Size per drawings

C. Control-Valve Boxes: PE ABS, fiberglass, polymer concrete, or precast concrete box and cover, with open bottom, openings for piping, and designed for installing flush with grade. Include size as required for valves and service.

1. Drainage Backfill: Cleaned gravel or crushed stone, graded from three inches maximum to ¾-inch minimum, or as indicated in drawing details.

D. Quick Coupler:

1. HQ44-LRC

2.9 SPRINKLERS

A. Pop-up, Rotor (see Section 2.1):

1. PGJ – nozzle size per drawings
2. PGP – nozzle size per drawings
3. I20 – nozzle size per drawings
4. I25 – nozzle size per drawings
5. I40 – nozzle size per drawings

B. Pop-up, MP Rotator – nozzle size per drawings

C. Pop-up, Pro-Spray – nozzle size per drawings

2.10 DRIP IRRIGATION

A. Drip Header/Footer:
1. Field-installed PVC header with 12-inch Spacing
2. Rainbird QF Dripline Header - XQF1012100 (see Section 2.1)

B. Dripline:
1. Netafim Techline CV - TLCV6-12 (see Section 2.1)

C. Flush Valve:
1. Netafim TLSOV (see Section 2.1)

PART 3 EXECUTION

3.1 PREPARATION

A. Set metal flag markers to identify proposed lawn sprinkler locations. Obtain the project manager's approval before excavation.

3.2 TRENCHING AND BACKFILLING

A. Provide minimum cover over top of underground piping according to the following:
1. Sleeves: 24 inches.
2. Mainline Piping: 24 inches.
a. Apply coarse sand bedding of four inches below mainline and four inches above and then backfill with nave soil and compact to 90 percent density.
3. Lateral Piping: 12 inches.
4. Dripline Supply and Exhaust Header: Four inches.
5. Dripline: On soil surface, below mulch.

3.3 PIPING APPLICATIONS

A. Mainline Piping: Use the following:

1. 4-inch NPS and Smaller; Schedule 40 PVC pipe, Schedule 40 PVC socket fittings, and cemented joints.

2. 5-inch NPS and Larger: Schedule 80 PVC pipe, Schedule 80 PVC socket fittings, and solvent-cemented joints.

B. Lateral Piping: Use the following:

1. 4-inch NPS and Smaller: Schedule 40 PVC pipe, Schedule 40 PVC socket fittings, and solvent-cemented joints.

2. 5-inch NPS and Larger: Schedule 80 PVC pipe, Schedule 80 PVC socket fittings, and solvent-cemented joints.

3.4 VALVE APPLICATIONS

A. Control Valves: Installation per drawing details or manufacture requirements.

3.5 JOINT CONSTRUCTION

A. Locations and Arrangements: Drawings indicate the location and arrangement of piping systems used to size pipe and calculate friction loss and other design considerations. Install piping as shown, unless deviations are approved on Coordination Drawings.

B. Install piping free of sags and bends.

C. Install groups of pipes parallel to each other, spaced to permit valve servicing.

D. Install fittings for changes in direction and branch connections.

E. Install unions adjacent to valves and final connections to other components with 2-inch NPS or smaller pipe connections.

F. Install flanges adjacent to valves and final connections to other components with 2 ½-inch NPS or larger pipe connection.

G. Lay piping on solid subbase, uniformly sloped without humps or depressions.

H. Install PVC piping in dry weather when the temperature is above 40 degrees F. Allow joints to cure at least 24 hours at a temperature above 40 degrees F before testing unless otherwise recommended by the manufacturer.

3.6 VALVE INSTALLATION

A. Underground Gate Valves: Install in valve box with top flush with grade.

1. Install valves and PVC pipe with restrained, gasketed joints.

B. Underground Curb Stops: Install in service box with top flush with grade.

C. Underground, Manual Control Valves: Install in manual, control-valves service box.

D. Control Valves: install in control-valves service box

3.7 SPRINKLER INSTALLATION

A. Flush piping with a full head of water and install sprinklers after the hydrostatic test is completed.

B. Install sprinklers at the manufacturer's recommended heights.

C. Locate part-circle sprinklers to maintain a minimum distance of four inches from walls and two inches from other boundaries, unless otherwise indicated.

3.8 DRIP INSTALLATION

A. Trench in supply header and install Netafim dripline. The supply headers shall be installed perpendicular to the longest portion of the planting area to allow for the dripline's longest straight runs.

B. Install exhaust header at the end of the drip line runs. Each exhaust header shall receive a manual flush valve. Install per the drawing details.

C. Fittings and Misc.:

1. Netafim 17 mm barbed insert fittings.

2. 6-inch soil staples installed every four feet on dripline.

3. TLSOV – Manual flush valve.

3.9 AUTOMATIC CONTROL SYSTEM INSTALLATION

A. Install controllers according to the manufacturer's written instructions and as indicated.

B. Install freestanding controllers on poured-in-place concrete bases not less than 36 by 24 by four inches thick and not less than six inches greater in each direction than overall dimensions of the controller over (2) two compacted lifts of ¾-inch minus gravel sub-base material.

C. Install control wiring in the same trench with piping.

3.10 FIELD QUALITY CONTROL

A. Testing: Hydrostatically test piping and valves before backfilling trenches. Piping may be tested in sections.

1. Underground Pressure Piping- Leave all system joints, connections, etc., exposed until after completion and acceptance of pressure test. Cap and subject piping system to a hydrostatic water pressure of 100 psi for one hour. Isolate test source and allow stand for four hours, no more than five psi loss. Provide pressure gauges at two locations to demonstrate pressure. Leaks and loss of test pressure constitute defects that must be repaired. Repair leaks, however minor. Do not exceed the pressure rating of piping, fittings, or other equipment during testing. Repair or replace any system components damaged during testing.

2. Repair leaks and defects with new materials and retest system or portion thereof until satisfactory results are obtained.

3. Test the system before the final test with the project manager. Notify 48 hours minimum before the test.

4. Lateral Piping – Cap all risers and/or triple swing joints in preparation for static pressure test of lateral lines. Maintain static pressure without leaks for one hour, as demonstrated on an installed pressure gauge. Repair leaks and defects with new materials and retest system or portion thereof until satisfactory results are obtained.

B. Coverage Test: Perform a water coverage test to determine if the system's water coverage and operation are complete and satisfactory. The coverage test is critical in the interface areas between the revised system layout and the existing field sprinklers. Head-to-head coverage must be demonstrated to the Post Falls Parks Department during testing. Repair or replace any defective work.

C. Drip irrigation: Perform a drip irrigation operational test before mulching and acceptance—clean drip filters at final approval and the end of the maintenance period. Ensure proper operation of vacuum relief valves and flushing valves.

D. Final approval for the system will be contingent upon, but not necessarily limited to:

1. Backflow testing and certification by water purveyor or agency approved testers.

2. Approval of all testing

3. Fully completed and approved Project Record Drawings.

3.11 CLEANING AND ADJUSTING

A. Flush dirt and debris from piping before installing sprinklers and other devices.

B. Adjust automatic control valves to provide the flow rate of rated operating pressure required for each sprinkler circuit.

C. Carefully adjust lawn sprinklers so they will be at the manufactures recommended grade.

3.12 DEMONSTRATION

A. Demonstrate to the Owner's and HOA maintenance personnel the operation of equipment, sprinklers, specialties, and accessories—review maintenance information.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, materials required to construct irrigation systems. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Landscape Irrigation Lump Sum Items

1. Bid Schedule Payment Reference: SP-11
2. Bid Schedule Payment Description: Landscape Irrigation <by project area>
3. Basis of Measurement: Lump Sum (LS)
4. Basis of Payment: Includes labor, equipment, materials, and testing required to install new or relocated sprinkler lines and heads for a complete and working landscape irrigation system, by project area.

END OF SECTION

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CITY OF POST FALLS

STANDARD DETAILS FOR PARK CONSTRUCTION

Experience
POST FALLS
PARKS AND RECREATION

IRRIGATION

STANDARD DRAWINGS
3700’S

STANDARD IRRIGATION PRODUCT SPECIFICATIONS

Category	Product
Backflow Preventer	Varies, Depended on Size
Backflow Enclosure	Guard Shack Enclosure, Size/Type Dependent on Backflow Size
Flow Meter	Baseline Hydrometer, BHM
Controller	Baseline BaseStation 3200
Wire	Two-Wire, 12 or 14 gauge Dependent on Wire Length
Mainline	Sch 40 PVC - 24" depth
Laterals	Sch 40 PVC - 12" depth
Sleeving	Sch 40 PVC
Valves	Hunter PGV, ICV
Drip Valve	Hunter ICZ
Quick Coupler	Hunter HQ44 - LRC
Fittings	Sch 40 PVC
Swing Joints	- Rotors: Sch 80 PVC Nipple with Marlex Street Ells - Rotary/Spray: Swing Pipe Tubing
Rotors	Hunter PGJ, PGP, I20, I25, I40
Rotary	Hunter MP Rotator
Spray	Hunter Pro-Spray
Drip Header/Footer	- Field installed PVC header with 12" Spacing - Rainbird QF Dripline Header - XQF1012100
Drip Line	Netafim Techline CV - TLCV6-12

NOTES:

1. THIS LIST IS INTENDED TO SERVE AS STANDARD IRRIGATION PRODUCT SPECIFICATIONS. NOT ALL INSTALLATIONS MAY FOLLOWING THESE STANDARDS.
2. REFER TO OTHER CITY OF POST FALLS STANDARD IRRIGATION DETAILS FOR FURTHER INSTALLATION INFORMATION.

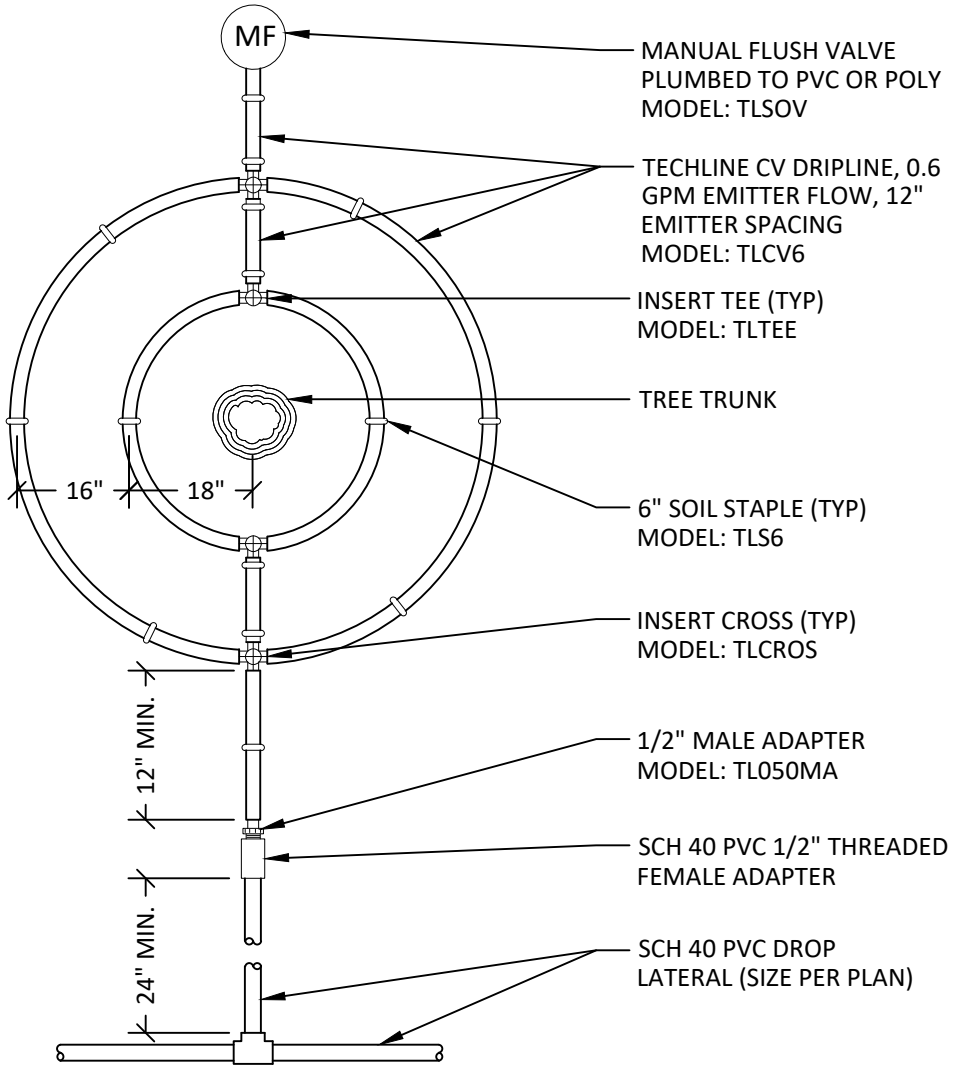
APPROVED BY:

PARKS DIRECTOR — DATE: 01/04/21

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

STANDARD IRRIGATION PRODUCT SPECIFICATIONS

STANDARD DRAWING NO. SD 3701



NOTES TO INSTALLER:

1. INSTALL FIRST Techline CV LOOP 18-INCHES FROM CENTER OF TREE TRUNK. INSTALL EACH ADDITIONAL LOOP AT 16" SPACING.
2. INSTALL Techline CV DRIPLINE ON SURFACE, STAPLE IN PLACE EVERY 3-FT. OR AS SHOWN IN DETAIL DRAWING.
3. INSTALL FLUSH VALVE AT POINT FURTHEST FROM FROM SUPPLY POINT.
4. THOROUGHLY FLUSH LATERAL AND DRIPLINE PRIOR TO FINAL CONNECTIONS.
5. TEST DRIPLINE.
6. SPREAD SURFACE TREATMENT AS DIRECTED IN LANDSCAPE PLAN.
7. INSTALL Techline CV IN ACCORDANCE WITH NETAFIM INSTALLATION GUIDELINES.

APPROVED BY:

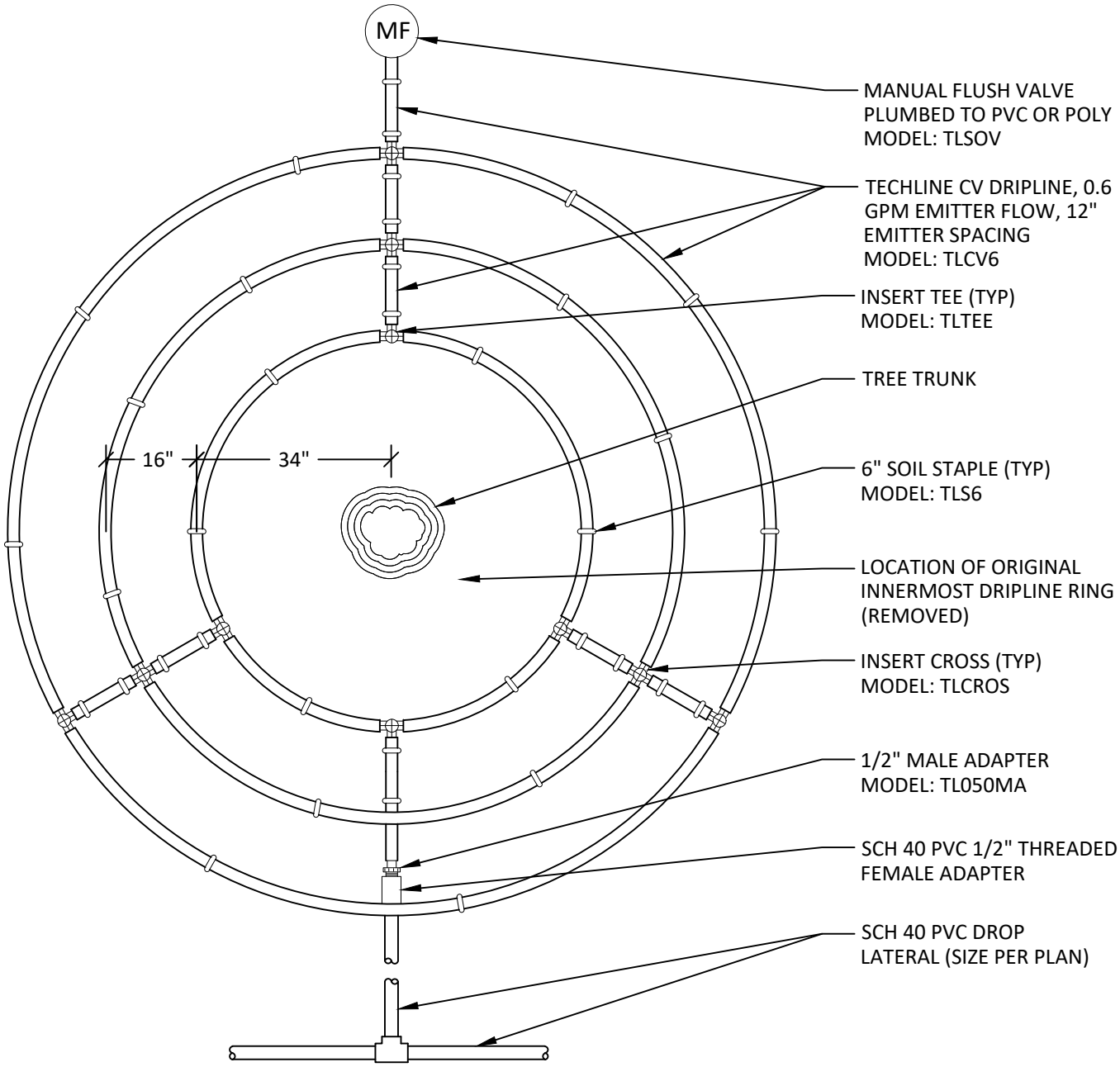
01/04/21

PARKS DIRECTOR — DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

TREE IRRIGATION NETAFIM TECHLINE CV

STANDARD DRAWING NO. SD 3702



NOTES TO INSTALLER:

1. REMOVE ORIGINAL INNERMOST Techline CV LOOP (18-INCH RADIUS).
2. INSTALL 2 ADDITIONAL LOOPS AT 16" SPACING.
3. INSTALL Techline CV DRIPLINE ON SURFACE, STAPLE IN PLACE EVERY 3-FT. OR AS SHOWN IN DETAIL DRAWING.
4. REINSTALL FLUSH VALVE AT POINT FURTHEST FROM FROM SUPPLY POINT.
5. THOROUGHLY FLUSH LATERAL AND DRIPLINE PRIOR TO FINAL CONNECTIONS.
6. TEST DRIPLINE.
7. SPREAD SURFACE TREATMENT AS DIRECTED IN LANDSCAPE PLAN.
8. INSTALL Techline CV IN ACCORDANCE WITH NETAFIM INSTALLATION GUIDELINES.

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PARKS DIRECTOR

01/04/21

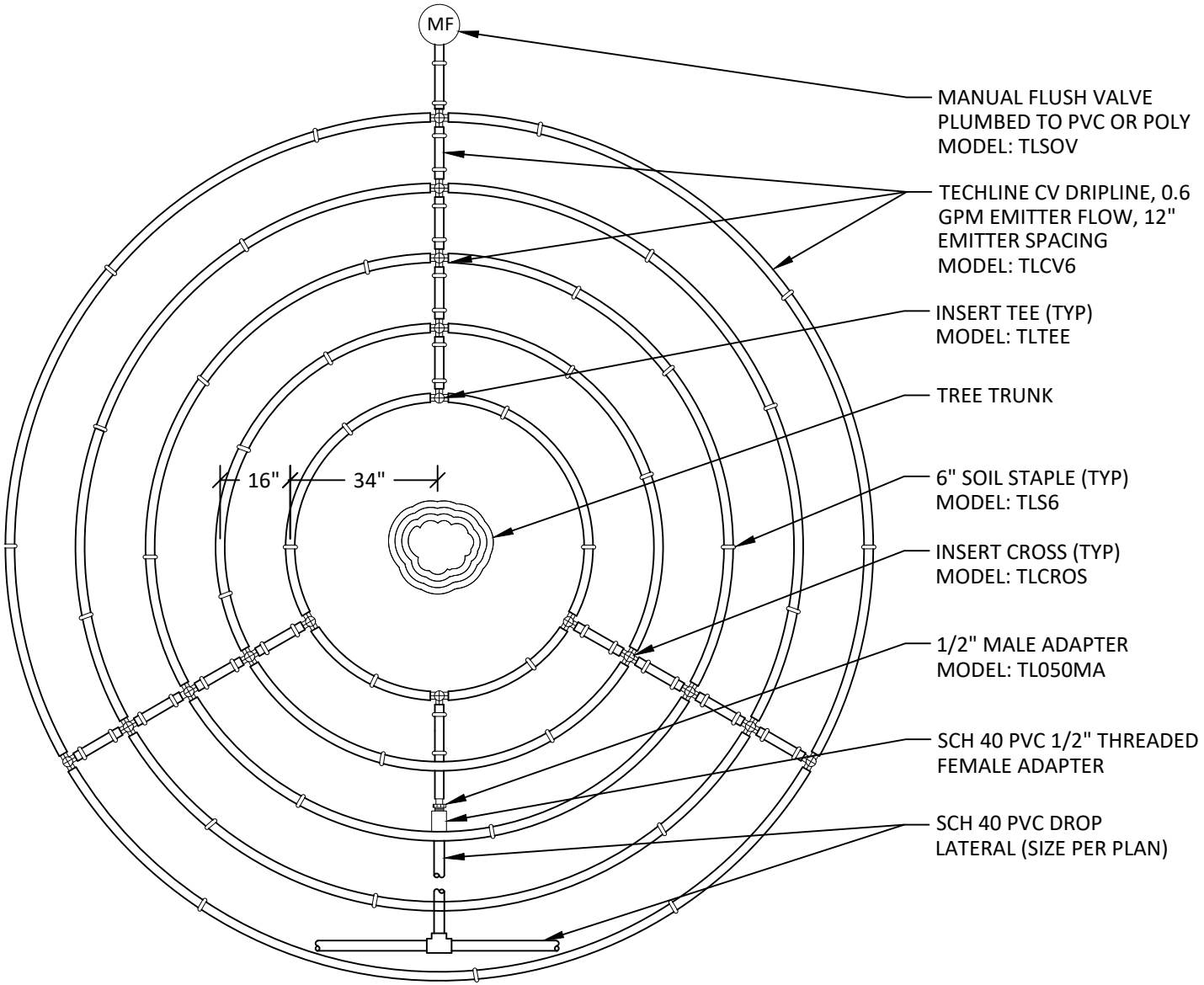
DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

TREE IRRIGATION EXPANSION #1
NETAFIM TECHLINE CV

STANDARD DRAWING

NO. SD 3703



NOTES TO INSTALLER:

1. INSTALL 2 ADDITIONAL Techline CV LOOPS AT 16" SPACING.
2. INSTALL Techline CV DRIPLINE ON SURFACE, STAPLE IN PLACE EVERY 3-FT. OR AS SHOWN IN DETAIL DRAWING.
3. REINSTALL FLUSH VALVE AT POINT FURTHEST FROM FROM SUPPLY POINT.
4. THOROUGHLY FLUSH LATERAL AND DRIPLINE PRIOR TO FINAL CONNECTIONS.
5. TEST DRIPLINE.
6. SPREAD SURFACE TREATMENT AS DIRECTED IN LANDSCAPE PLAN.
7. INSTALL Techline CV IN ACCORDANCE WITH NETAFIM INSTALLATION GUIDELINES.

APPROVED BY:

01/04/21

PARKS DIRECTOR — DATE:

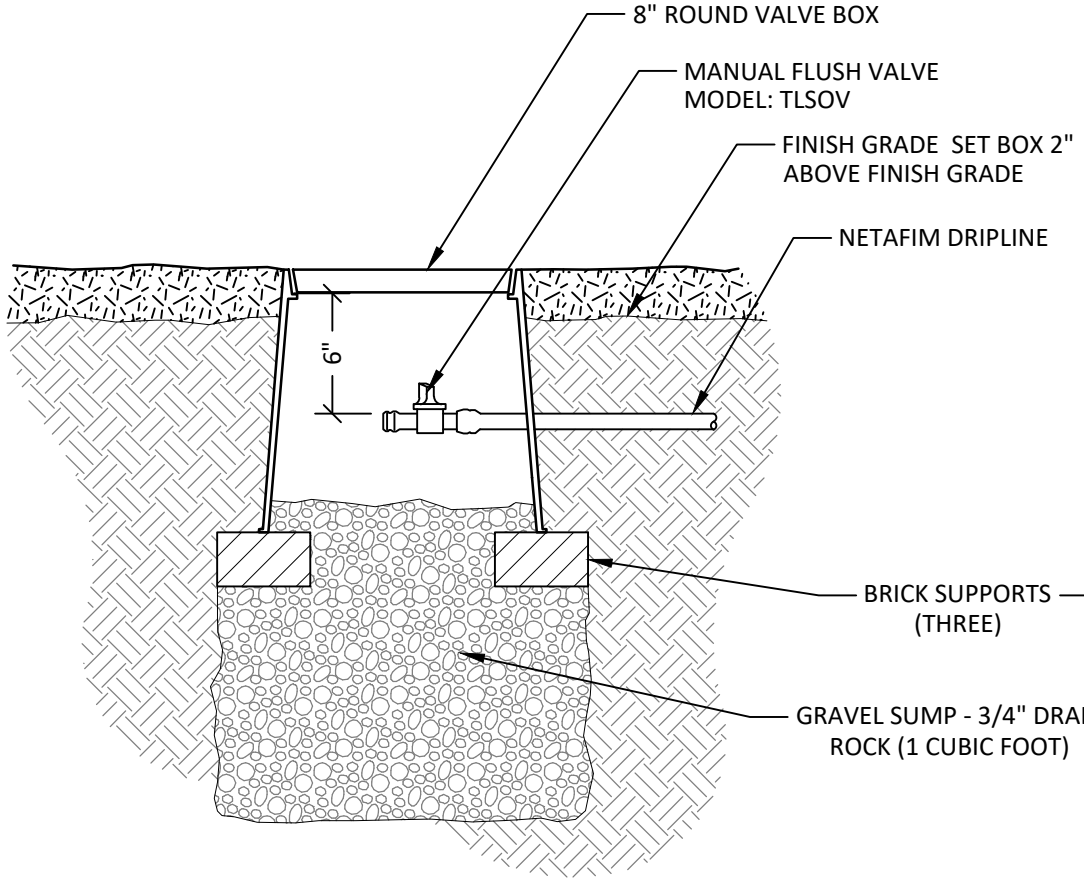
POST FALLS STANDARDS FOR PARKS CONSTRUCTION

TREE IRRIGATION EXPANSION #2
NETAFIM TECHLINE CV

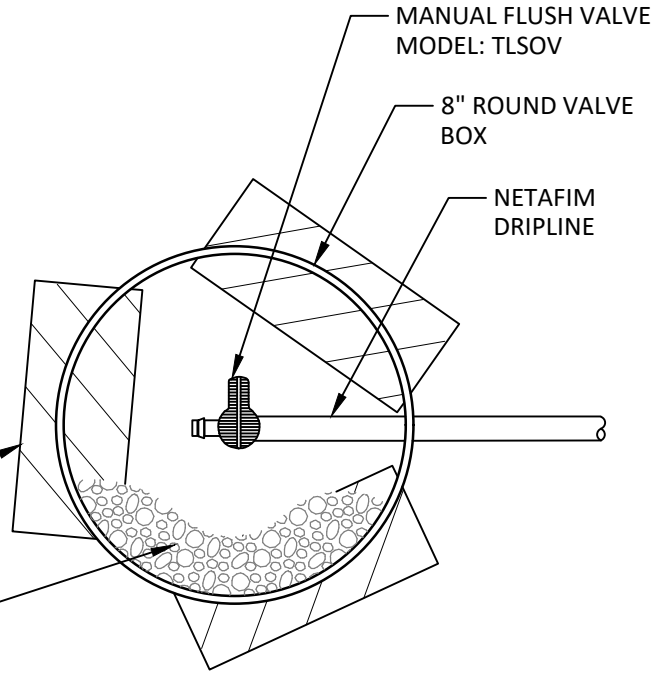
STANDARD DRAWING

NO. SD 3704

SECTION



PLAN



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01/04/21

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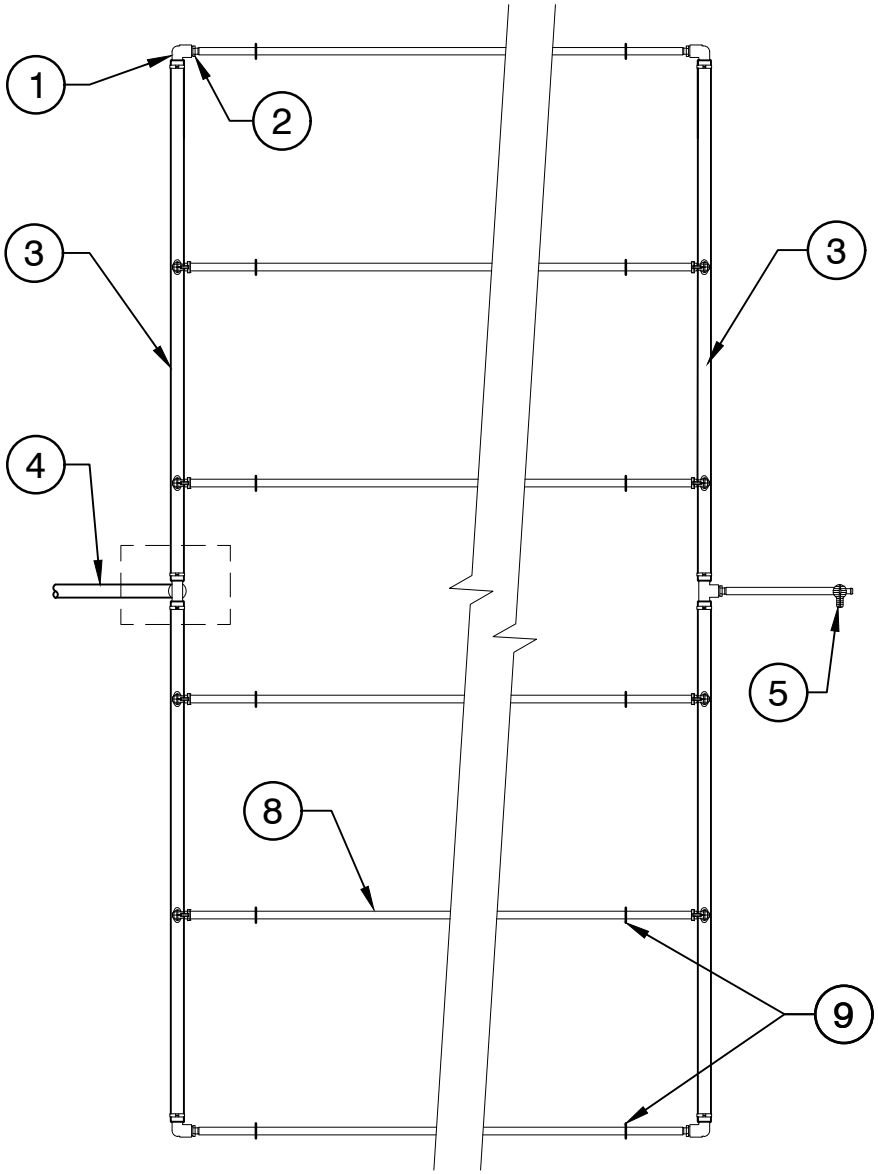
POST FALLS STANDARDS FOR PARKS CONSTRUCTION

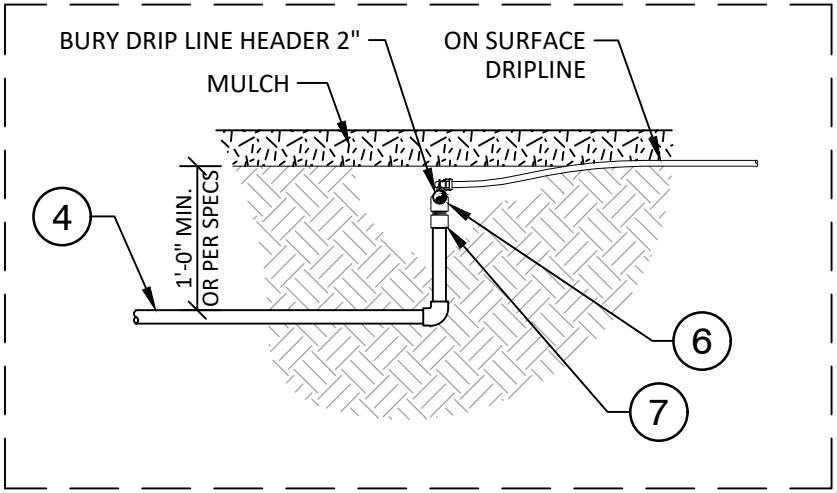
MANUAL FLUSH VALVE - NETAFIM

STANDARD DRAWING

NO. SD 3705



ENLARGEMENT A



1. POLY 1" X 3/4" COMBINATION INSERT 90° ELBOW
2. NETAFIM TL075MA 3/4" X BARB MALE ADAPTER INSERT
3. 1" RAINBIRD QF DRIPLINE HEADER, 18" SPACING. MODEL: XQF1018100
4. PVC LATERAL PIPE - SIZE PER PLANS
5. MANUAL FLUSH VALVE - SEE DETAIL SD 3704
6. POLY TEE 1" x 1" x 1" BARB X BARB X FPT
7. PVC MALE ADAPTER 1" MPT X 1" SLIP
8. NETAFIM TECHLINE CV DRIPLINE, 0.6 GPM EMITTER FLOW, 12" EMITTER SPACING. MODEL: TLCV6
9. TIE DOWN STAKES. FIRST STAKE 6" FROM DRIPLINE HEADER, THEN EVERY 4'.

NOTES:

1. INSTALL FLUSH VALVE AT POINT FURTHEST FROM SUPPLY HEADER.
2. THOROUGHLY FLUSH LATERAL AND DRIP LINE PRIOR TO FINAL CONNECTIONS.
3. TEST DRIP LINE FOR PROPER COVERAGE PRIOR TO COVERING.

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PARKS DIRECTOR

01/04/21

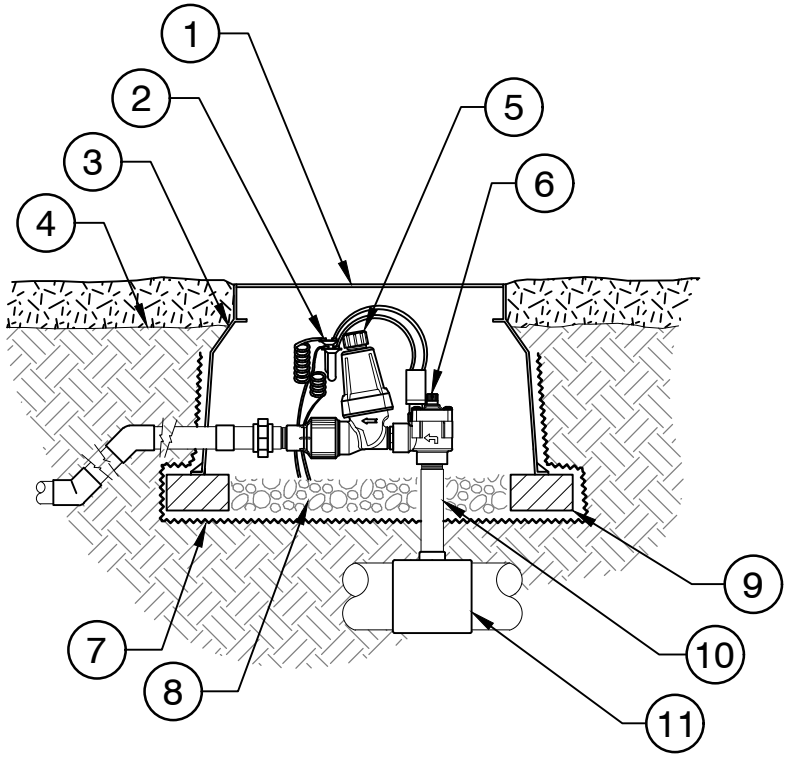
DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

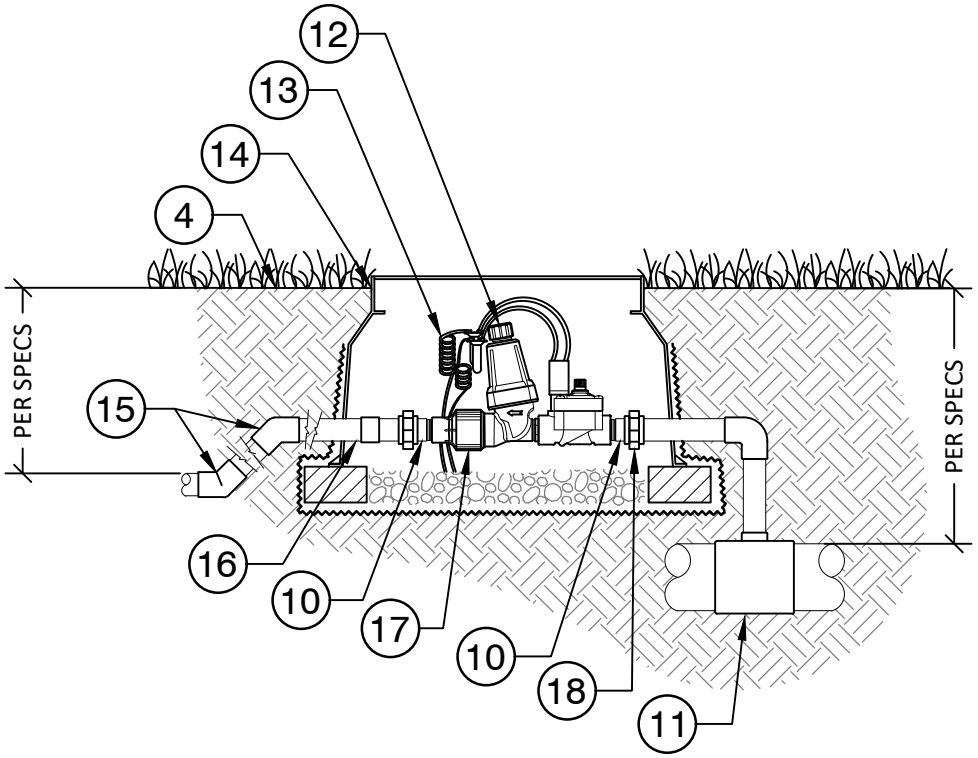
DRIP LINE HEADER

STANDARD DRAWING NO. SD 3706

ANGLE CONFIGURATION



IN-LINE CONFIGURATION



1. STANDARD/JUMBO VALVE BOX
2. WATERPROOF CONNECTORS (2) - SEE DETAIL SD 3714
3. SET BOX 2" ABOVE FINISH GRADE IN MULCH AREAS
4. FINISH GRADE
5. TOP OF VALVE/FILTER 2"-4" BELOW BOX LID
6. IRRIGATION VALVE ASSEMBLY
7. FILTER FABRIC - WRAP BOX AND TAPE TO SECURE
8. 3/4" DRAIN ROCK OR PEA GRAVEL (6" LAYER)
9. BRICK SUPPORTS (4)
10. SCH 80 NIPPLE
11. MAIN LINE PIPE & FITTINGS, DEPTH PER SPECS
12. IN-LINE "Y" FILTER
13. 24" COILED WIRE
14. SET BOX 3/4" ABOVE FINISH GRADE IN TURF AREAS
15. 45 DOWN, AS NEEDED, TO OBTAIN LATERAL DEPTH PER SPECS
16. OUTLET PIPE SAME SIZE AS VALVE, 24" MINIMUM TO FIRST FITTING
17. IN-LINE PRESSURE REGULATOR
18. PVC SLIP UNION

APPROVED BY:

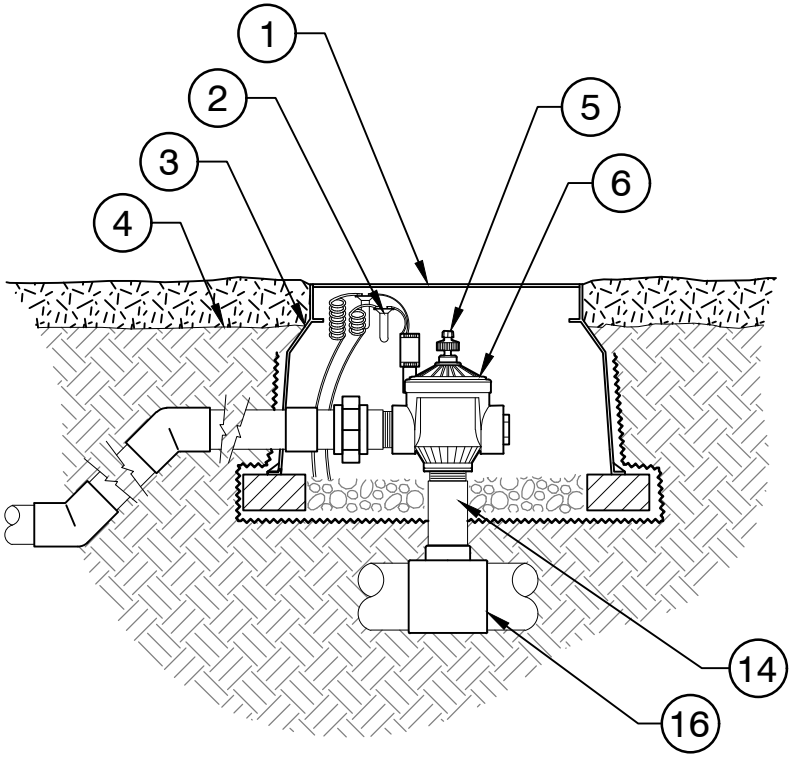
PARKS DIRECTOR — DATE: 01/04/21

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

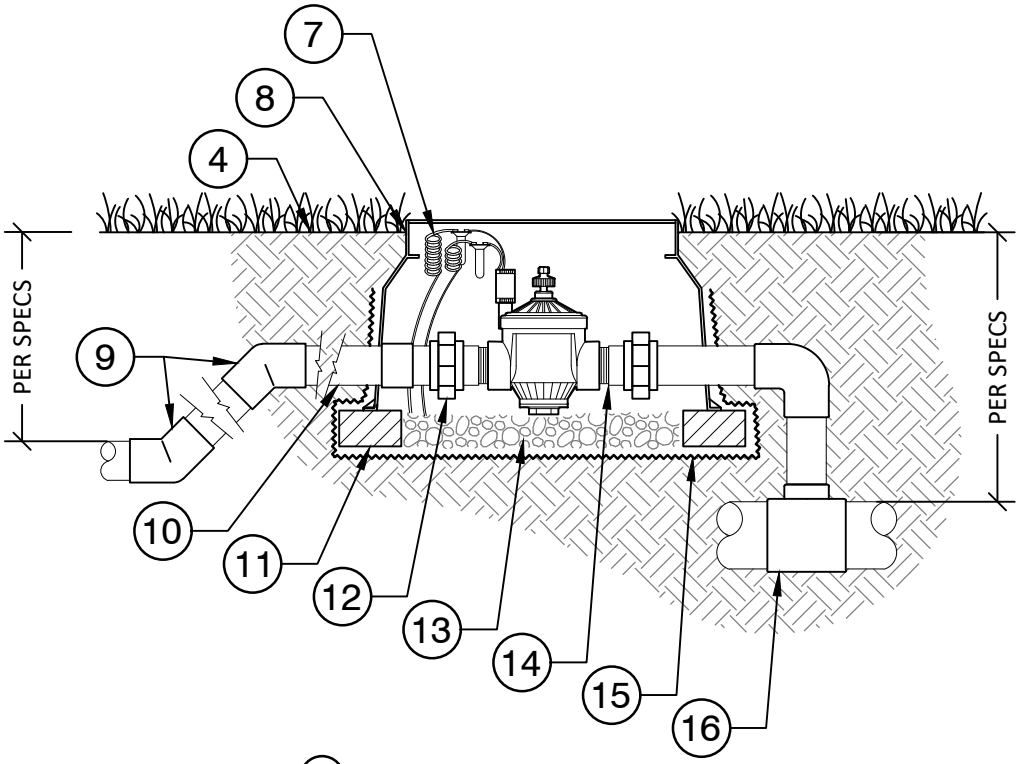
DRIP IRRIGATION VALVE INSTALLATION

STANDARD DRAWING NO. SD 3707

ANGLE CONFIGURATION



IN-LINE CONFIGURATION



1. STANDARD VALVE BOX
2. WATERPROOF CONNECTORS (2) - SEE DETAIL SD 3714
3. SET BOX 2" ABOVE FINISH GRADE IN MULCH AREAS
4. FINISH GRADE
5. TOP OF VALVE 2"-4" BELOW BOX LID
6. IRRIGATION VALVE ASSEMBLY
7. 24" COILED WIRE
8. SET BOX 3/4" ABOVE FINISH GRADE IN TURF AREAS
9. 45 DOWN, AS NEEDED, TO OBTAIN LATERAL DEPTH PER SPECS
10. OUTLET PIPE SAME SIZE AS VALVE, 24" MINIMUM TO FIRST FITTING
11. BRICK SUPPORTS (4)
12. PVC SLIP UNION
13. 3/4" DRAIN ROCK OR PEA GRAVEL (6" LAYER)
14. SCH 80 NIPPLE
15. FILTER FABRIC - WRAP BOX AND TAPE TO SECURE
16. MAIN LINE PIPE & FITTINGS, DEPTH PER SPECS

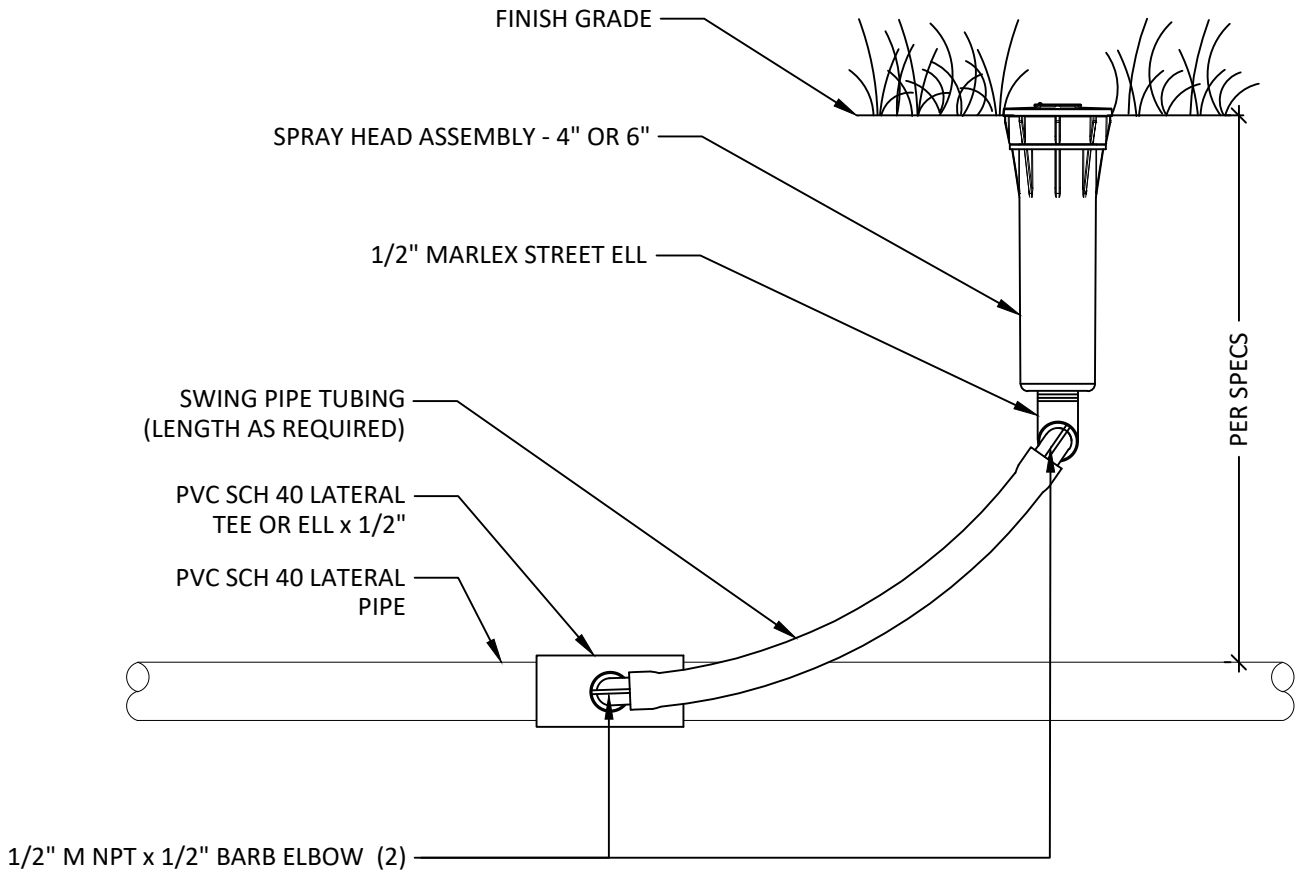
APPROVED BY:

PARKS DIRECTOR — DATE: 01/04/21

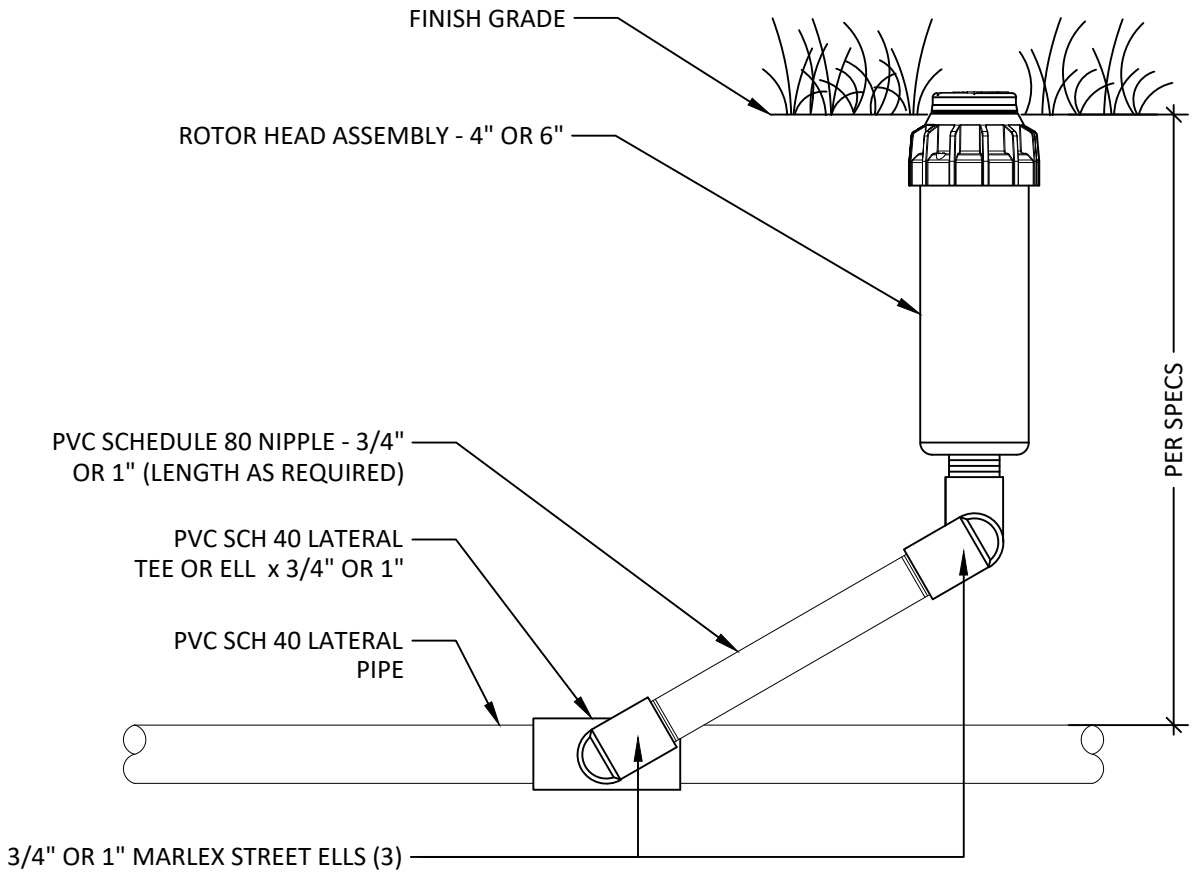
POST FALLS STANDARDS FOR PARKS CONSTRUCTION

STANDARD IRRIGATION VALVE INSTALLATION

STANDARD DRAWING NO. SD 3708



APPROVED BY:	POST FALLS STANDARDS FOR PARKS CONSTRUCTION	STANDARD DRAWING
01/04/21	**IRRIGATION SPRAY HEAD INSTALLATION**	NO. SD 3709
PARKS DIRECTOR — DATE:		



APPROVED BY:

PARKS DIRECTOR

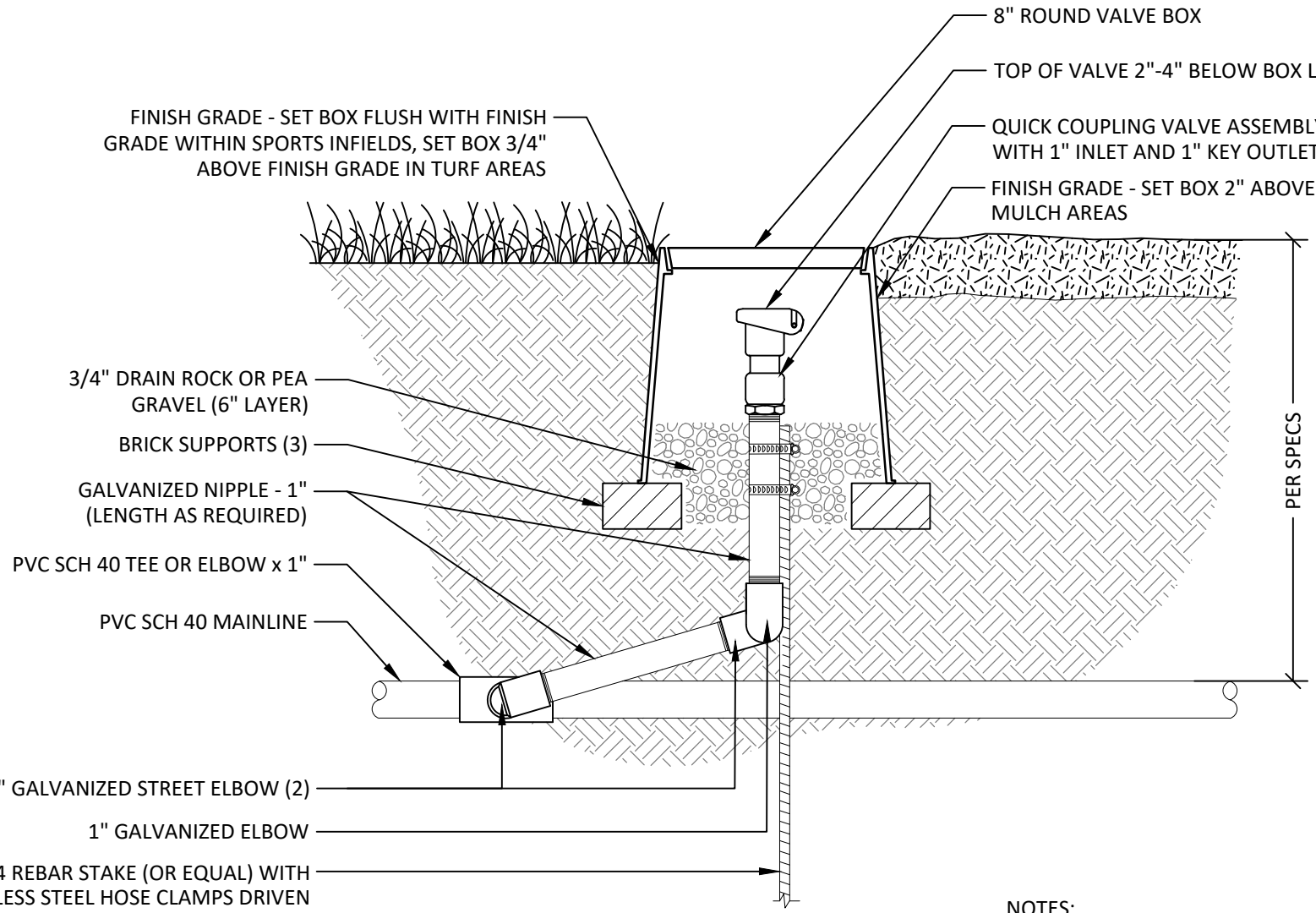
01/04/21

DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

IRRIGATION ROTOR HEAD INSTALLATION

STANDARD DRAWING NO. SD 3710



NOTES:

1. FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO NOMINAL QUICK COUPLING VALVE INLET SIZE

APPROVED BY:

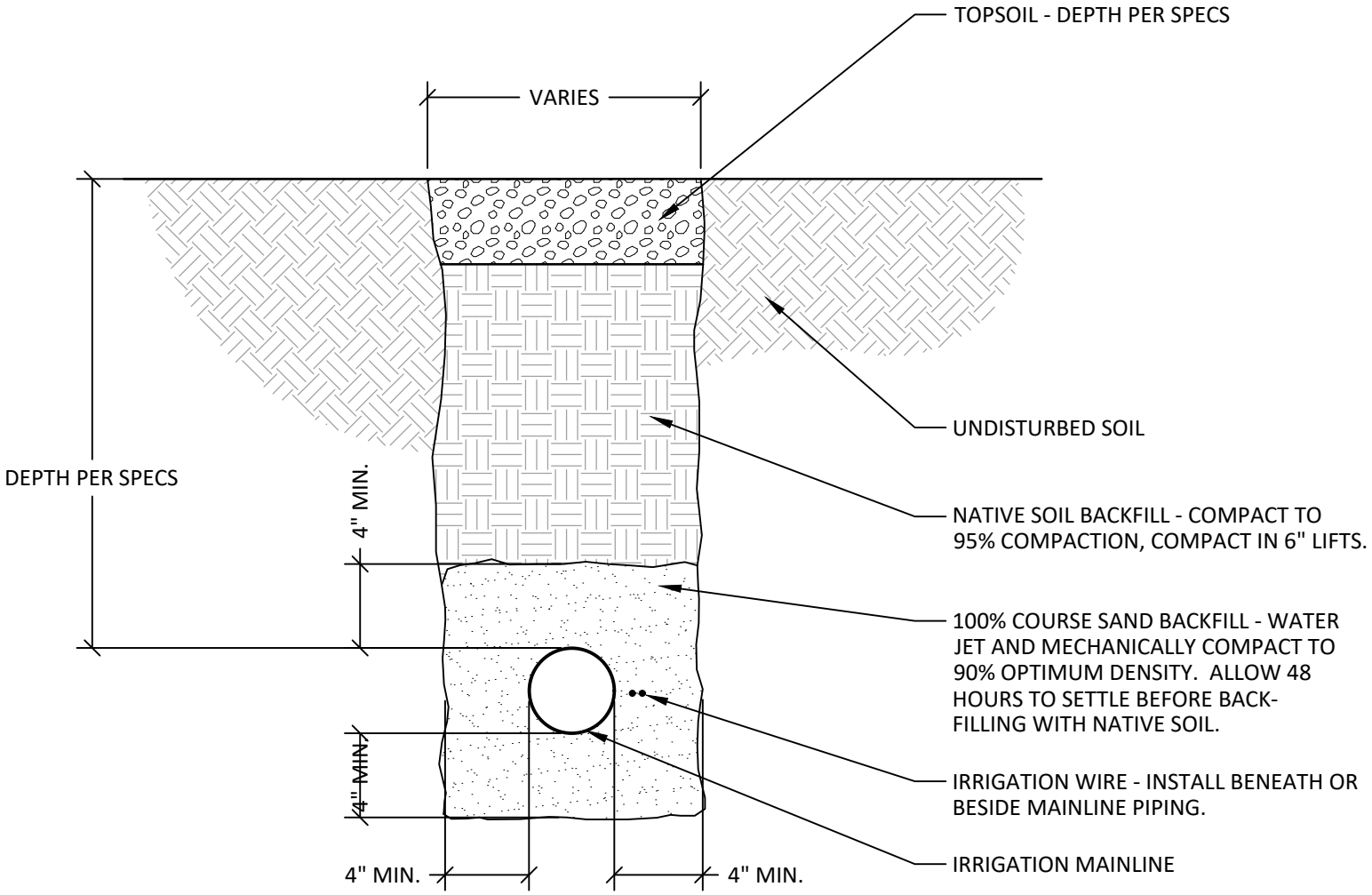
01/04/21

PARKS DIRECTOR — DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

IRRIGATION QUICK COUPLING VALVE INSTALLATION

STANDARD DRAWING NO. SD 3711



APPROVED BY:

01/04/21

PARKS DIRECTOR — DATE:

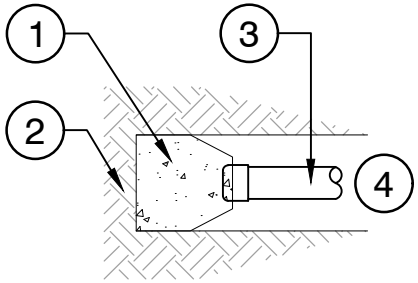
POST FALLS STANDARDS FOR PARKS CONSTRUCTION

IRRIGATION MAINLINE TRENCHING

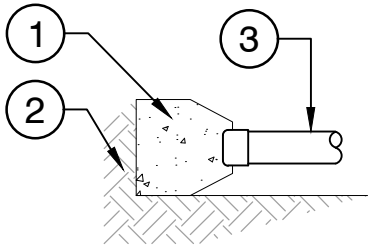
STANDARD DRAWING NO. SD 3712

CAPPED LINE THRUST BLOCK

PLAN VIEW

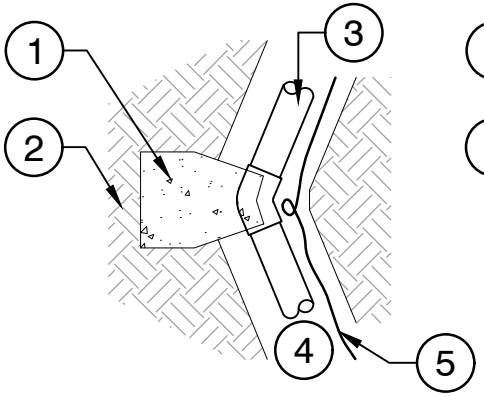


PROFILE VIEW

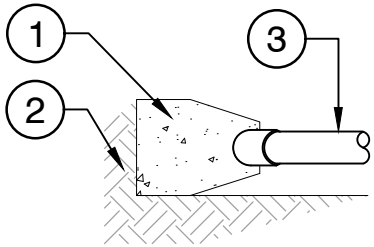


45 DEG. ELBOW THRUST BLOCK

PLAN VIEW

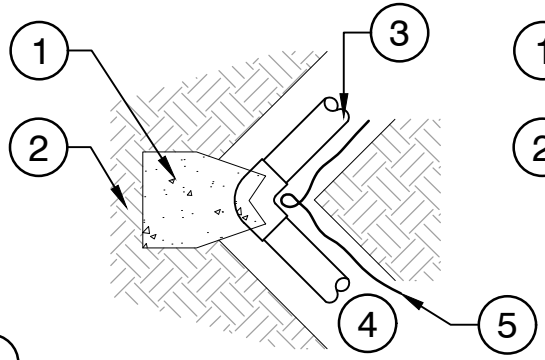


PROFILE VIEW

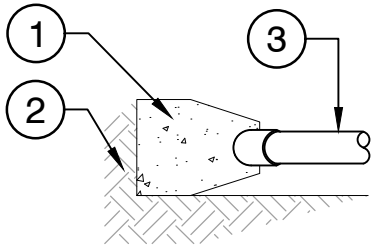


90 DEG. ELBOW THRUST BLOCK

PLAN VIEW

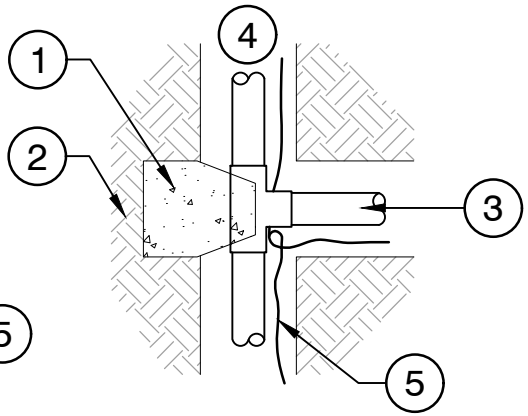


PROFILE VIEW

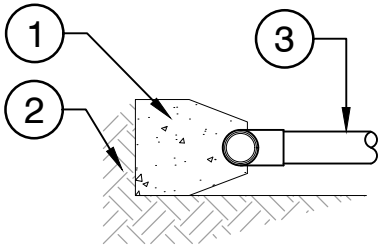


TEE INTERSECTION THRUST BLOCK

PLAN VIEW



PROFILE VIEW



(1) THRUST BLOCK

(2) UNDISTURBED SOIL

(3) IRRIGATION MAIN LINE

(4) TRENCH

(5) IRRIGATION WIRE ON OPPOSITE SIDE OF THRUST BLOCK - TIE A 24" LOOP IN ALL WIRING AT CHANGES IN DIRECTION OF 30 DEGREES OR GREATER

NOTES:

1. FOR IRRIGATION MAIN LINES MEASURING 4" DIAMETER OR GREATER, ALL ELBOWS AND INTERSECTIONS SHALL HAVE CONCRETE THRUST BLOCKING
2. ALL THRUST BLOCKING SHALL BE PLACED AGAINST UNDISTURBED SOIL
3. THRUST BLOCKS SHALL BE:
   - 3000 PSI CONCRETE
   - POURED IN PLACE
   - SHALL NOT CONTAIN BOLTS OR ENDS OF MECHANICAL JOINT FITTINGS
   - 120 LBS MINIMUM
4. DO NOT RUN ELECTRICAL THROUGH THRUST BLOCKS
5. TRENCHES SHALL CONFORM TO STANDARD DRAWING SD 3710

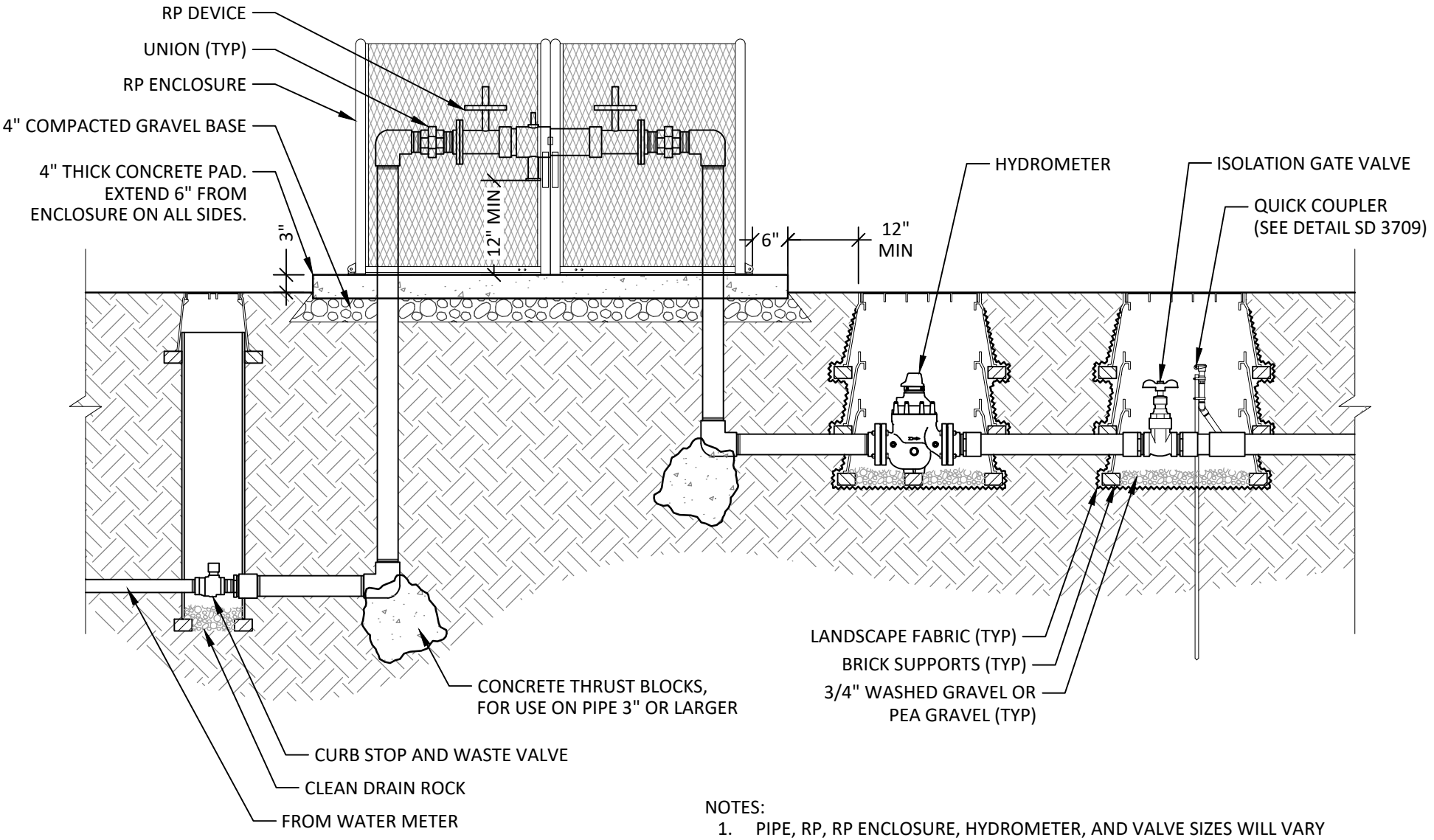
APPROVED BY:

PARKS DIRECTOR — DATE: 01/04/21

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

IRRIGATION MAINLINE THRUST BLOCK

STANDARD DRAWING NO. SD 3713



NOTES:

1. PIPE, RP, RP ENCLOSURE, HYDROMETER, AND VALVE SIZES WILL VARY DEPENDING ON THE IRRIGATION DESIGN.
2. AVAILABLE GUARDSHACK RP ENCLOSURE SIZING 10"W x 24"H x 30"L, 16"W x 30"H x 30"L, 16"W x 30"H x 64"L, 24"W x 40"H x 66"L, OR 24"W x 40"H x 80"L.

APPROVED BY:

01/04/21

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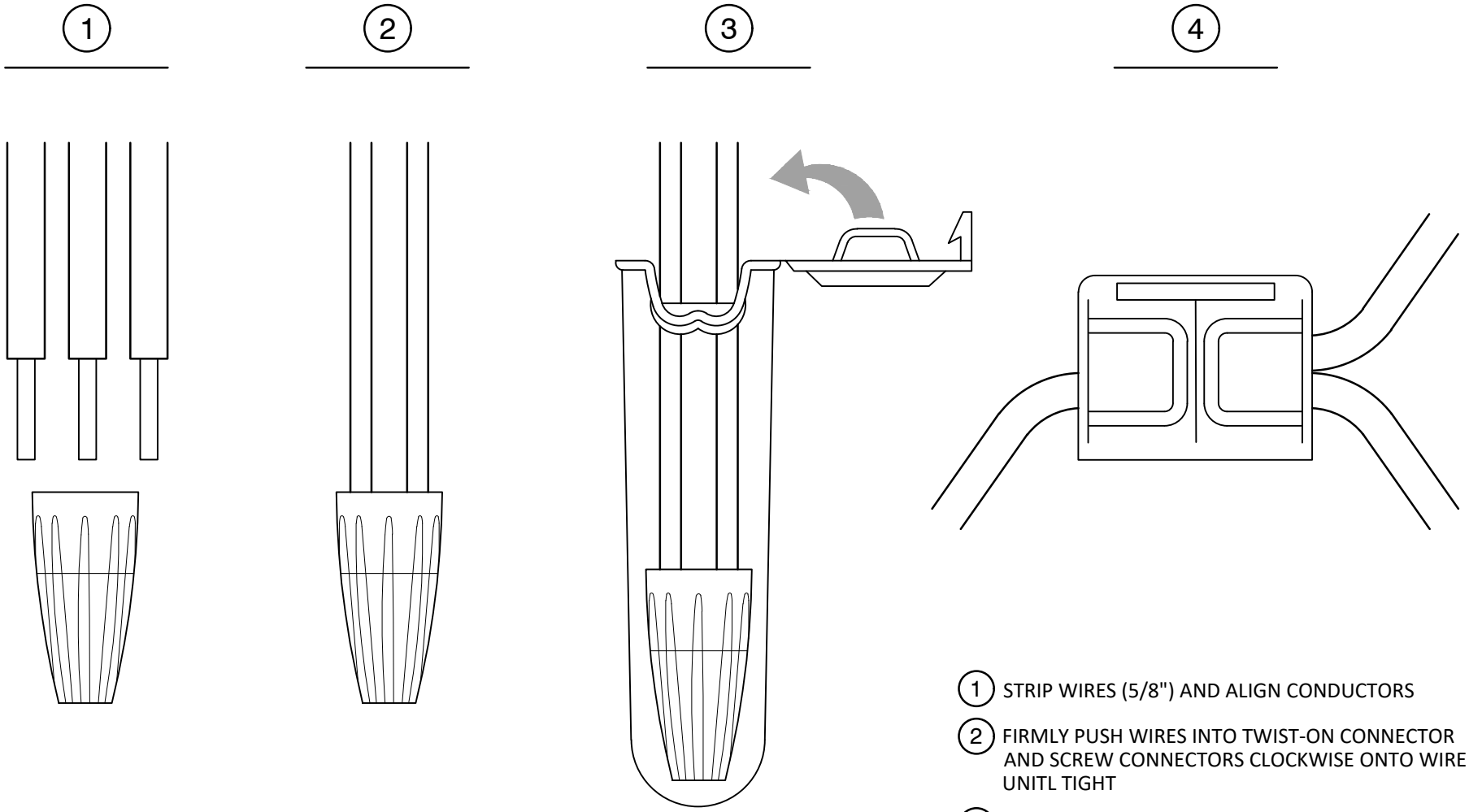
POST FALLS STANDARDS FOR PARKS CONSTRUCTION

POINT OF CONNECTION - RP

STANDARD DRAWING NO. SD 3714



1. STRIP WIRES (5/8") AND ALIGN CONDUCTORS
2. FIRMLY PUSH WIRES INTO TWIST-ON CONNECTOR AND SCREW CONNECTORS CLOCKWISE ONTO WIRE UNITL TIGHT
3. INSERT THE SPLICE TO THE BOTTOM OF THE SEALAND FILLED TUBE, POSITION WIRES INTO WIRE CHANNELS AND WIPE OFF ANY EXCESS SEALANT AREOUND THE OPENING
4. CLOSE LID ENSURING LATCH IS SECURED

APPROVED BY:

PARKS DIRECTOR

01/04/21

DATE:

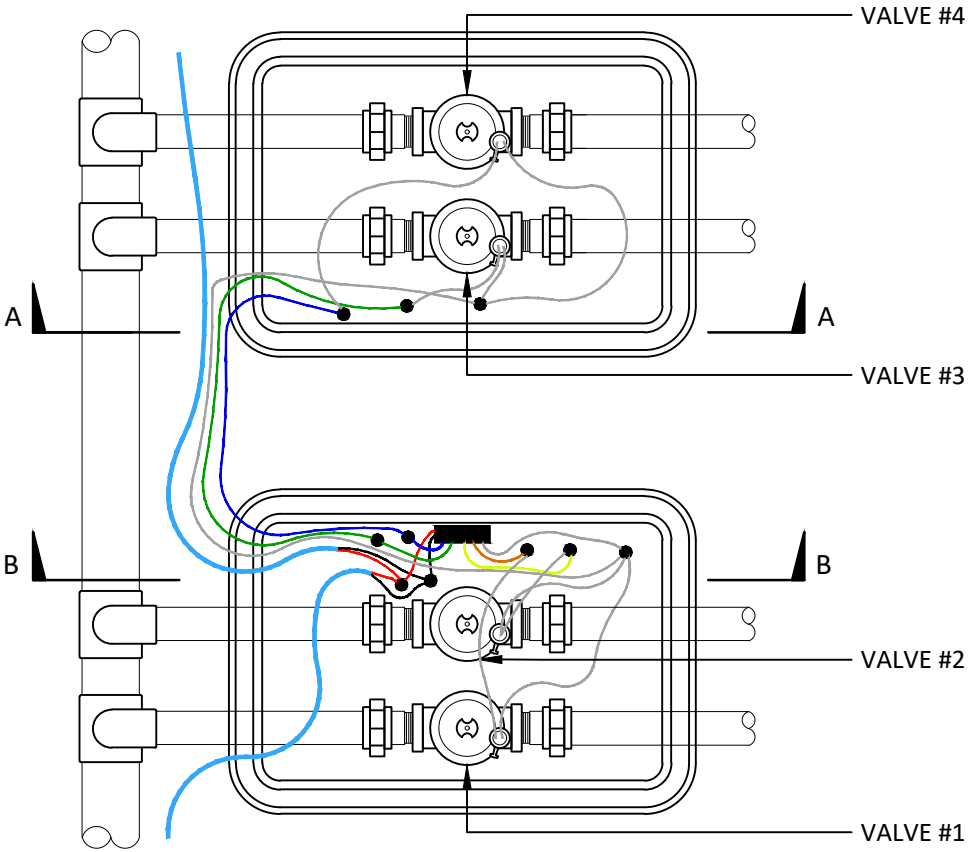
POST FALLS STANDARDS FOR PARKS CONSTRUCTION

WIRE SPLICE

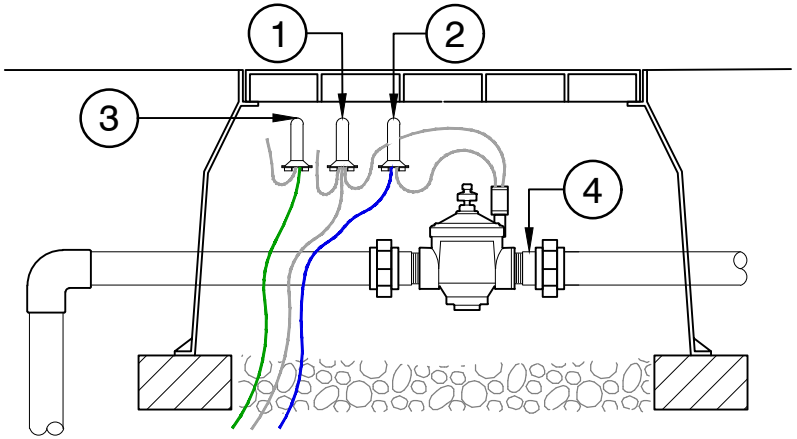
STANDARD DRAWING

NO. SD 3715

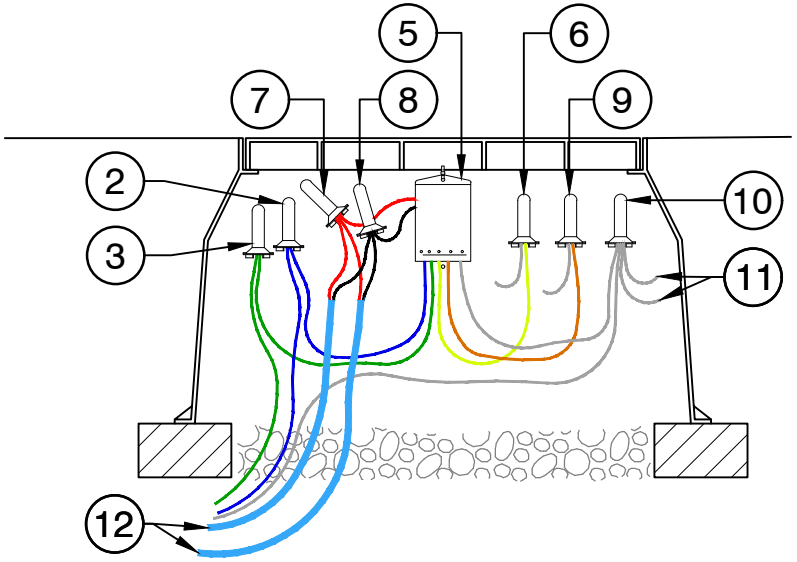
PLAN VIEW



SECTION A A



SECTION B B



1. COMMON WIRES FOR VALVES #3 & #4
2. CONNECTION TO VALVE #4 (IF REQUIRED)
3. CONNECTION TO VALVE #3 (IF REQUIRED)
4. VALVE AND PIPING PER PLANS
5. BASELINE VALVE biCODER - ATTACH TO VALVE BOX WITH TIE OR METAL SCREW
6. CONNECTION TO VALVE #2 (IF REQUIRED)
7. TWO-WIRE RED TO RED biCODER CONNECTION
8. TWO-WIRE BLACK TO BLACK biCODER CONNECTION
9. CONNECTION TO VALVE #1
10. CONNECTION FOR COMMON WIRES
11. COMMON WIRES FOR VALVES #1 & #2
12. TWO-WIRE - GAUGE PER PLANS

NOTES:

1. ADJUST WIRING ACCORDINGLY FOR 1,2, OR 4 STATION biCODER.
2. WATERPROOF CONNECTORS TO BE USED (DBR/Y-6 OR EQ.).

APPROVED BY:

PARKS DIRECTOR

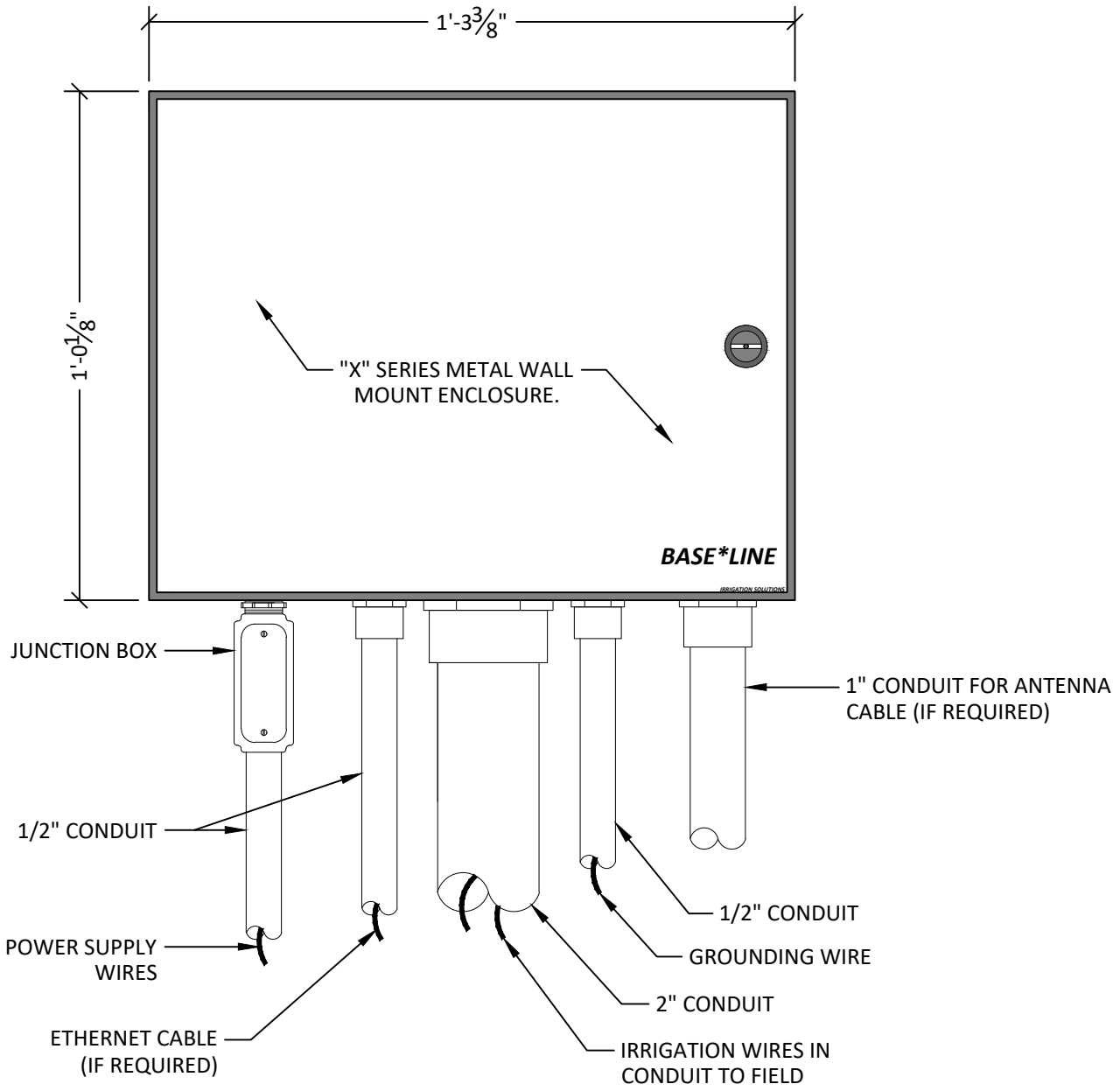
01/04/21

DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

TWO-WIRE & BICODER INSTALLATION

STANDARD DRAWING NO. SD 3716



NOTES:

1. INSTALL PER MANUFACTURE'S INSTRUCTIONS.
2. PROPER GROUNDING IS REQUIRED TO ARCHIVE GROUND RESISTANCE OF 10 OHMS OR LESS.
3. USE CONDUIT PER LOCAL CODE.

APPROVED BY:

PARKS DIRECTOR

01/04/21

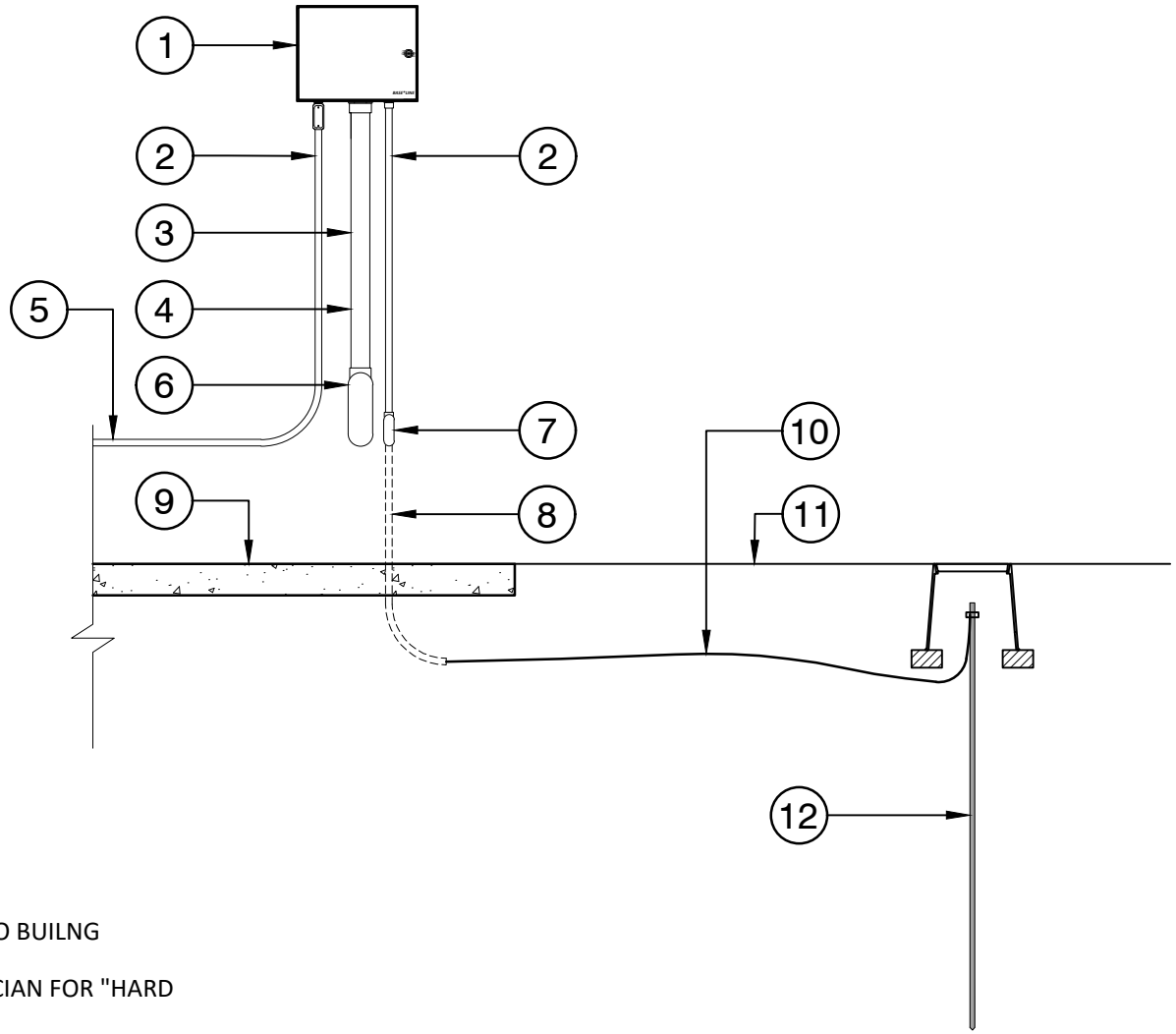
DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

BASELINE X SERIES METAL WALL MOUNT CABINET

STANDARD DRAWING NO. SD 3717

1. "X" SERIES METAL WALL MOUNT ENCLOSURE. MOUNT AT EYE LEVEL.
2. 1/2" CONDUIT (LENGTH AS REQUIRED)
3. 2" CONDUIT (LENGTH AS REQUIRED)
4. TWO-WIRE IN CONDUIT TO FIELD
5. POWER SUPPLY
6. 2" "LB" CONDUIT BOX
7. 1/2" "LB" ON INSIDE WALL. SIMILAR ON OUTSIDE OF WALL TO DIRECT GROUND WIRE TO BELOW GRADE.
8. 1/2" CONDUIT OUTSIDE OF BUILDING (LENGTH AS REQUIRED)
9. INTERIOR FLOOR
10. #6 AWG BARE COPPER WIRE
11. FINISH GRADE
12. COPPER GROUNDING ROD



NOTES:
1. WALL MOUNT CONTROLLERS CAN TYPICALLY TIE INTO BUILNG GROUND WITH #6 AWG BARE COPPER WIRE.
2. 120 V. SOURCE POWER REQUIRES LICENSED ELECTRICIAN FOR "HARD WIRE HOOKUP".
3. GROUNDING ROD PATTERN MAY BE USED WITH BL-LA01 BASELINE LIGHTNING ARRESTOR IN FIELD WIRING.
4. DIFFERENT SOILS PRODUCE DIFFERENT RESISTANCE. THE CRITICAL ELEMENT IS TO ACHIEVE 5-10 OHMS RESISTANCE AS A LOW CONDITION.

APPROVED BY:

PARKS DIRECTOR

01/04/21
DATE:

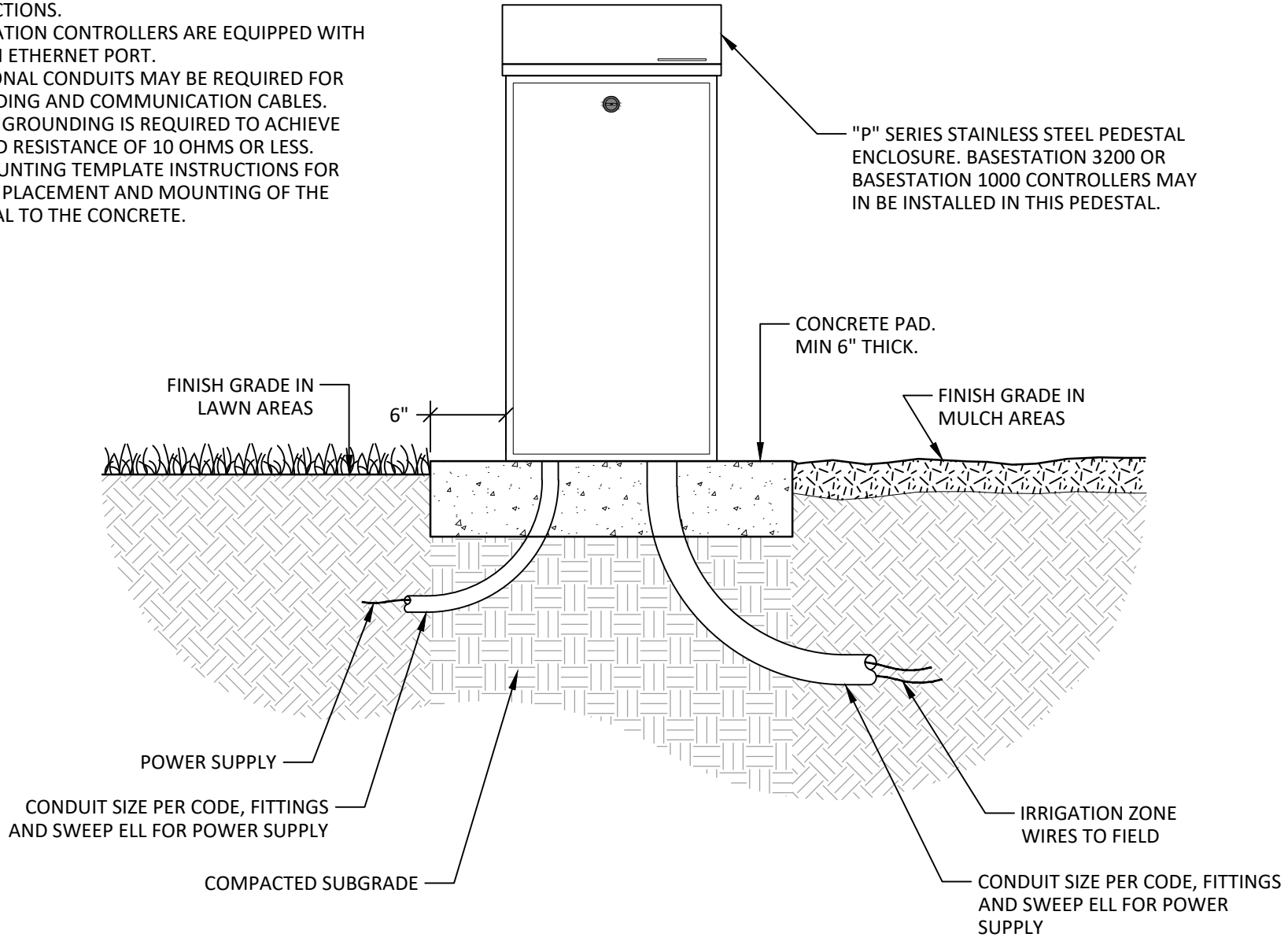
POST FALLS STANDARDS FOR PARKS CONSTRUCTION

BASELINE WALL MOUNT CABINET GROUNDING INSTALLATION

STANDARD DRAWING NO. SD 3718

NOTES:

1. INSTALL ENCLOSURE PER MANUFACTURER'S INSTRUCTIONS.
2. BASESTATION CONTROLLERS ARE EQUIPPED WITH BUILT-IN ETHERNET PORT.
3. ADDITIONAL CONDUITS MAY BE REQUIRED FOR GROUNDING AND COMMUNICATION CABLES.
4. PROPER GROUNDING IS REQUIRED TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.
5. SEE MOUNTING TEMPLATE INSTRUCTIONS FOR PROPER PLACEMENT AND MOUNTING OF THE PEDESTAL TO THE CONCRETE.



APPROVED BY:

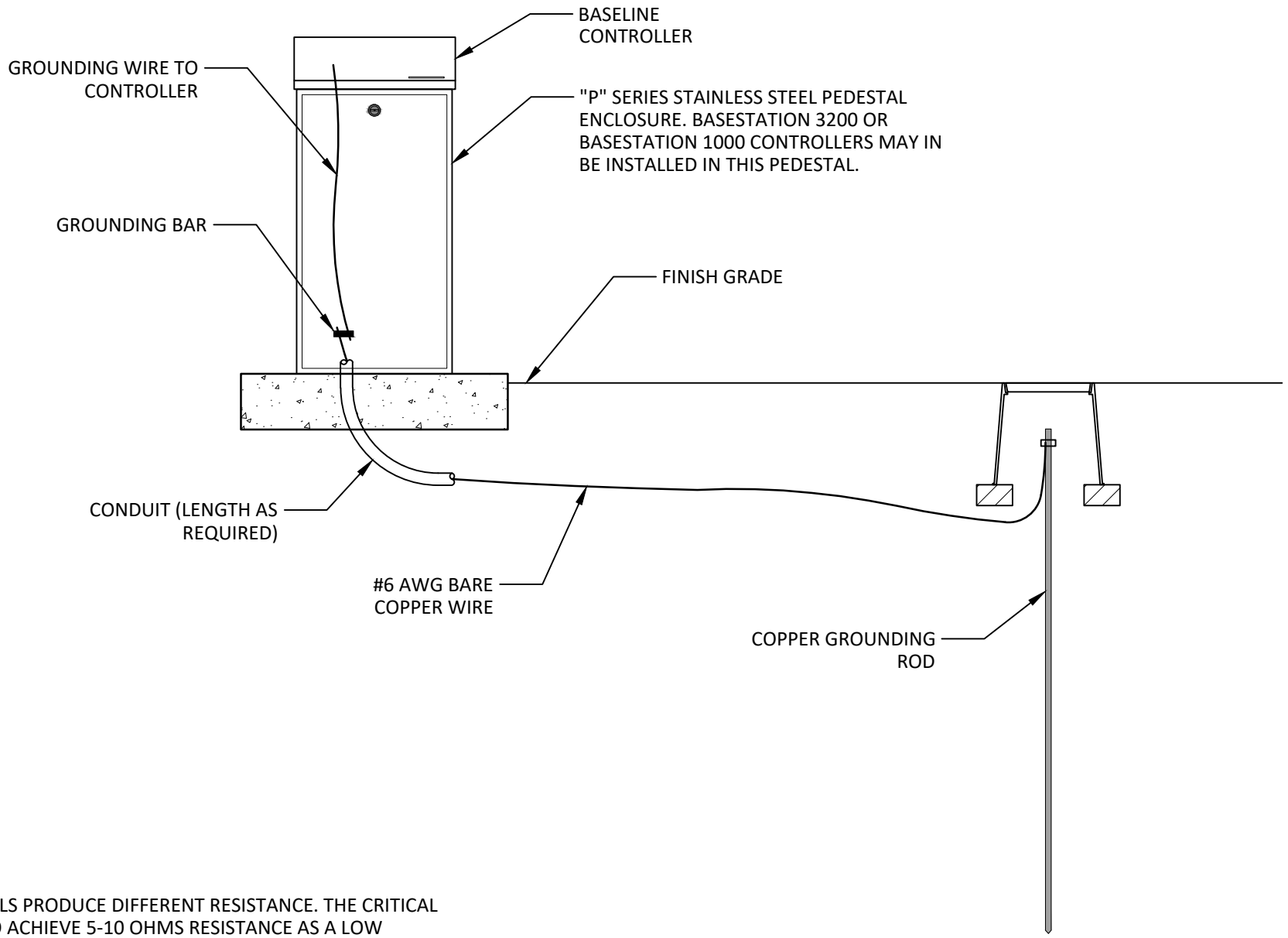
01/04/21

PARKS DIRECTOR — DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

BASELINE P SERIES PEDESTAL INSTALLATION

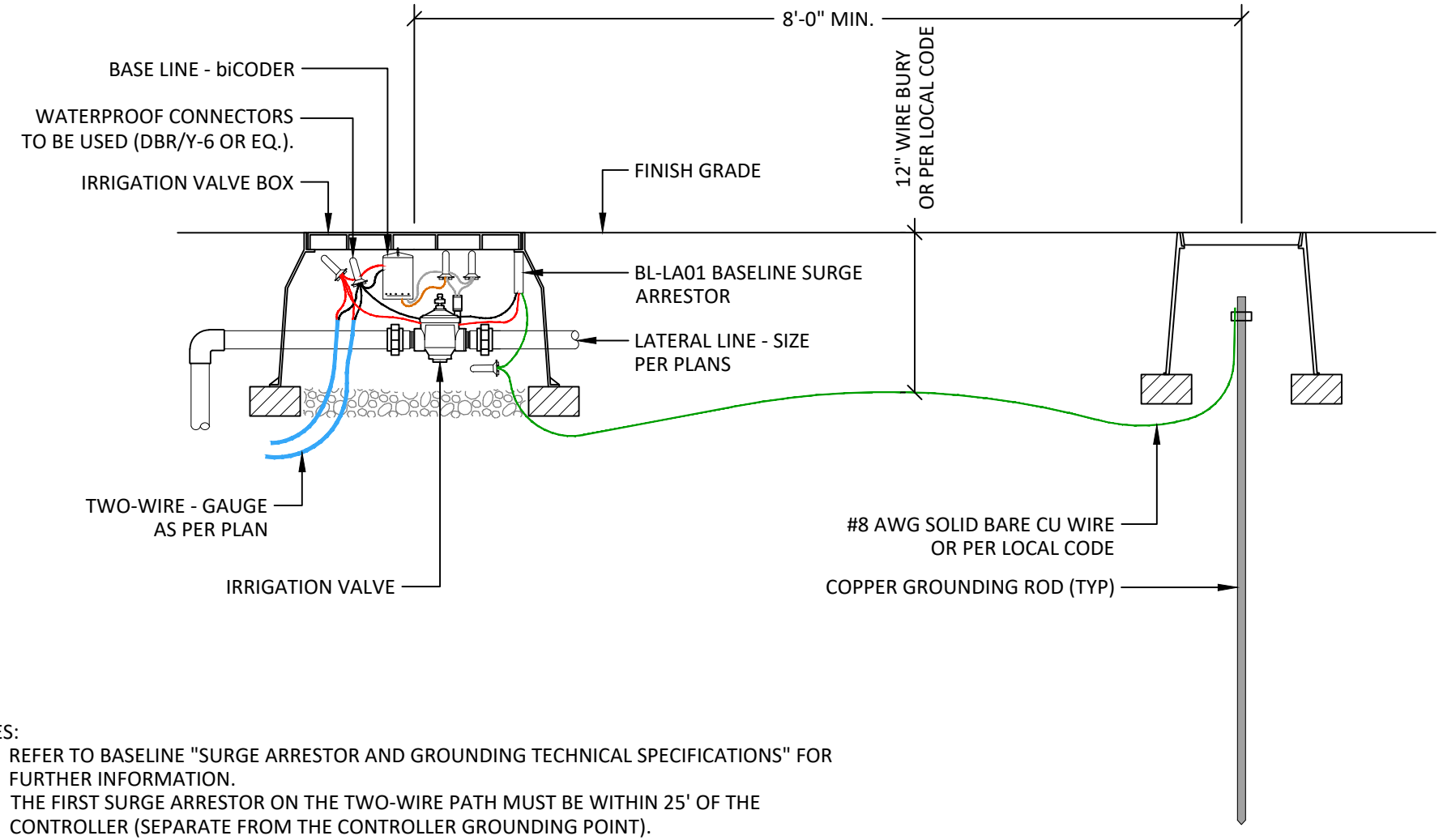
STANDARD DRAWING NO. SD 3719



NOTES:

1. DIFFERENT SOILS PRODUCE DIFFERENT RESISTANCE. THE CRITICAL ELEMENT IS TO ACHIEVE 5-10 OHMS RESISTANCE AS A LOW CONDITION.

APPROVED BY:	POST FALLS STANDARDS FOR PARKS CONSTRUCTION	STANDARD DRAWING
PARKS DIRECTOR — DATE: 01/04/21	BASELINE P SERIES PEDESTAL GROUNDING INSTALLATION	NO. SD 3720



NOTES:

1. REFER TO BASELINE "SURGE ARRESTOR AND GROUNDING TECHNICAL SPECIFICATIONS" FOR FURTHER INFORMATION.
2. THE FIRST SURGE ARRESTOR ON THE TWO-WIRE PATH MUST BE WITHIN 25' OF THE CONTROLLER (SEPARATE FROM THE CONTROLLER GROUNDING POINT).
3. INSTALL SURGE ARRESTOR EVERY 600' ALONG EVERY TWO-WIRE PATH.
4. INSTALL A SURGE ARRESTOR AT THE END OF THE TWO-WIRE PATH THAT IS THE MAXIMUM DISTANCE FROM THE CONTROLLER.
5. ON ANY WIRE RUN WITH NO SPLICES, DO NOT CUT THE WIRE TO INSTALL A SURGE ARRESTOR, PLACE ONE AT THE END.

APPROVED BY:

PARKS DIRECTOR

01/04/21

DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

BASELINE SURGE ARRESTOR INSTALLATION

STANDARD DRAWING

NO. SD 3721

SP-12
PLANTING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Furnishing and installing project plantings, as detailed and shown in the plans.

1.2 SUBMITTALS

A. Submit proposed material information, as required by the plans.

PART 2 MATERIALS

2.1 GENERAL

A. Required materials shall be provided, as detailed in the plans.

B. If plan trees are not available, the same type and class alternatives can be submitted for approval by the City, per the City of Post Falls Tree Standards Manual.

PART 3 EXECUTION

3.1 WORKMANSHIP

A. Planting shall be accomplished as required by the plans and the most recent City of Post Falls Tree Standards Manual.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to furnish and install project planting as detailed in the plans. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Planting

1. Bid Schedule Payment Reference: SP-12
2. Bid Schedule Payment Description: Planting
3. Basis of Measurement: Lump Sum (LS)
4. Basis of Payment: Includes labor, equipment, and materials required to construct project planting.

END OF SECTION

SP-13
FENCE

PART 1 GENERAL

1.1 SUMMARY

A.

1.

specification in development. Will be submitted with 100% Submittal.

1.2 SUBMITTALS

A.

PART 2 MATERIALS

2.1 GENERAL

A.

PART 3 EXECUTION

3.1 WORKMANSHIP

A.

PART 4 MEASUREMENT AND PAYMENT

4.1

A.

1. Bid Schedule Payment Reference:
2. Bid Schedule Payment Description:
3. Basis of Measurement:
4. Basis of Payment: Includes labor, equipment, materials, and maintenance required to construct.

B.

1. Bid Schedule Reference:
2. Bid Schedule Description:

Fence

IN DEVELOPMENT

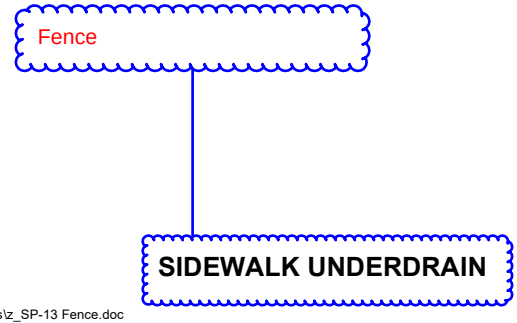
SIDEWALK UNDERDRAIN

3.

4.

END OF SECTION

IN DEVELOPMENT



April 11, 2022

Mr. Rob Palus, PE
Assistant City Engineer
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

RE: POLELINE AVENUE AND CECIL ROAD ROUNDABOUT– BID REVIEW

Dear Mr. Palus:

On April 8, the City of Post Falls received two bids for the Poleline Avenue and Cecil Road Roundabout Project. The apparent low bid was submitted by LaRiviere, Inc. with a total Bid price of $2,189,332.35. For comparison, the Engineer's Opinion of Probable Cost for the project is $1,966,849.40 with contingency. A summary of the bids is included below:

Bidder	Base Bid Total
LaRiviere Inc.	$2,189,332.35
Northwest Grading Inc.	$2,712,449.22

We have reviewed the bids to determine general compliance with the administrative requirements of the bidding phase (i.e. whether each bid received was responsive) based on the following:

- Bid received on time in a properly sealed envelope
- Addenda properly acknowledged
- Bid Form was completed in general conformance with the Instructions to Bidders
- Bid Security included
- Bidder's Idaho Contractor License number included
- Bid signed
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC are listed when required – this project does not require these services)

- Non-Collusion, and Anti-Discrimination completed

Our review did not include the following:

- Verification of the Bidder's business legal status,
- The signatory's authority to sign, and
- Other possible legal reasons for considering the bids unresponsive.

The bid documents for the two bids, LaRiviere, Inc. and Northwest Grading Inc., appear to be complete.

J-U-B verified the status of the Idaho Public Works license for LaRiviere, Inc. We reviewed the license status on the Idaho Division of Building Safety (DBS) Public Works Contractor License Search (eTRAKiT) website on April 11, 2022 for all listed contractors and the apparent low bidder's listed subcontractors.

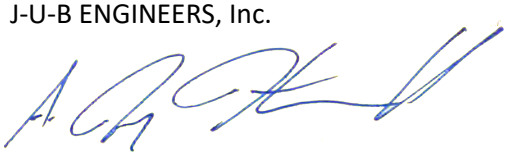
Based on our review of the contract documents, and upon completion of further review and concurrence by City legal staff, we recommend the City consider awarding the project to LaRiviere, Inc. for a total contract price of Two Million One Hundred Eighty-Nine Thousand Three Hundred Thirty-Two and 35/100 Dollars ($2,189,332.35). A copy of the bid from LaRiviere, Inc. and the Bid Abstract are **enclosed** for reference.

Please conduct any additional review deemed necessary. The draft Notice of Award (NOA) is **enclosed,** and we will move forward with the preparation of the Contract Documents for LaRiviere, Inc. to be included with an executed NOA provided by the city. J-U-B also recommends adding a construction contingency to the project as part of the award authorization request for city staff use during construction in addition to the award.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,

J-U-B ENGINEERS, Inc.



A. Jay Hassell, P.E.

Project Manager

Enclosures

Poleline Avenue & Cecil Road Roundabout
BID OPENING - Post Falls City Hall - 2:00 P.M. - April 8, 2022

Engineer's Opinion of Probable Cost: $1,966,849.40

BID ABSTRACT

				BIDDER NAME: ADDRESS:	LaRiviere, Inc. 17564 N Dylan Ct Rathdrum, ID 83854		Northwest Grading, Inc. 7461 N. Corn Maze Way Hauser, ID 83854	
ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1 - TRANSPORTATION							
2010.4.1.A.1	Mobilization, Demobilization, Bonding, and Insurance	1	LS	$234,293.00	$234,293.00	$172,825.73	$172,825.73
201.4.1.G.1	Removal of Obstructions	1	LS	$22,916.00	$22,916.00	$82,534.53	$82,534.53
202.4.1.D.1	Excavation and Site Grading	1	LS	$150,008.00	$150,008.00	$306,628.29	$306,628.29
202.4.6.B.1	Imported Borrow	300	TON	$24.00	$7,200.00	$25.78	$7,734.00
202.4.9.A.1	Soft Spot Repair	150	CY	$49.00	$7,350.00	$77.35	$11,602.50
206.4.1.K.1	Permanent Erosion Control	1	LS	$41,900.00	$41,900.00	$23,174.71	$23,174.71
501.4.1.B.1	Gravity Sewer Pipe - 8" PVC SDR 35 3034	150	LF	$50.00	$7,500.00	$93.67	$14,050.50
601.4.1.A.5	8-inch Storm Drain Pipe, Class C900 PVC	55	LF	$75.00	$4,125.00	$94.68	$5,207.40
601.4.1.A.7	10-inch Storm Drain Pipe, Class D3034 PVC	341	LF	$54.00	$18,414.00	$79.47	$27,099.27
601.4.1.A.9	10-inch Storm Drain Pipe, Class C900 PVC	25	LF	$123.00	$3,075.00	$157.52	$3,938.00
602.4.1.F.1	Catch Basin - Type 1	10	EA	$2,770.00	$27,700.00	$2,147.75	$21,477.50
602.4.1.P.1	Drainage Curb Cut	12	EA	$198.00	$2,376.00	$1,045.19	$12,542.28
705.4.1.A.1	Truck Apron Concrete	316	SY	$225.00	$71,100.00	$257.76	$81,452.16
706.4.1.A.3	Standard Straight Curb	586	LF	$65.00	$38,090.00	$48.92	$28,667.12
706.4.1.A.5	Standard Curb and Gutter	3,032	LF	$36.35	$110,213.20	$39.60	$120,067.20
706.4.1.A.7	Truck Apron Curb	280	LF	$71.35	$19,978.00	$46.25	$12,950.00
706.4.1.A.9	Central Island Curb	189	LF	$154.90	$29,276.10	$172.78	$32,655.42
706.4.1.B.1	Valley Gutter	20	LF	$97.75	$1,955.00	$227.55	$4,551.00
706.4.1.E.1	Concrete Sidewalk	283	SY	$94.35	$26,701.05	$131.02	$37,078.66
706.4.1.F.1	Concrete Driveway Approach - Type B	312	SY	$132.00	$41,184.00	$129.93	$40,538.16
706.4.1.F.3	Concrete Driveway Approach - Type A	163	SY	$132.00	$21,516.00	$142.55	$23,235.65
706.4.1.H.1	Pedestrian Ramp and Tactile Warning Surfaces	420	SY	$179.00	$75,180.00	$278.38	$116,919.60
706.4.1.I.1	Bike Exit/Entrance Ramps	170	SF	$18.50	$3,145.00	$50.60	$8,602.00
706.4.1.K.1	Splitter Island Concrete	193	SY	$84.00	$16,212.00	$120.65	$23,285.45
706.4.1.L.1	Driveway Flatwork	100	SY	$176.00	$17,600.00	$95.34	$9,534.00
802.4.1.B.1	Crushed Aggregate for Base Type I	2,517	TON	$26.00	$65,442.00	$60.71	$152,807.07
810.4.1.A.1	Plant Mix Pavement, ½" SP-3	1,880	TON	$137.00	$257,560.00	$154.52	$290,497.60
810.4.1.B.1	Multi-use Trail	1,325	SY	$25.00	$33,125.00	$28.62	$37,921.50
1001.4.2.B.1	Stabilized Construction Entrance	4	EA	$3,810.00	$15,240.00	$3,143.56	$12,574.24
1006.4.1.C.1	Inlet Protection	5	EA	$380.00	$1,900.00	$357.64	$1,788.20
1102.4.1.A.3	Lighting Preparations (Avista)	1	LS	$48,592.00	$48,592.00	$72,794.20	$72,794.20
1103.4.1.A.1	Construction Traffic Control	1	LS	$64,642.00	$64,642.00	$23,977.46	$23,977.46
1104.4.1.A.1	Waterborne Pavement Markings	5,984	SF	$1.50	$8,976.00	$1.33	$7,958.72

Engineer's Opinion of Probable Cost: $1,966,849.40

BID ABSTRACT

				BIDDER NAME: ADDRESS:	LaRiviere, Inc. 17564 N Dylan Ct Rathdrum, ID 83854		Northwest Grading, Inc. 7461 N. Corn Maze Way Hauser, ID 83854	
ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE		UNIT PRICE	TOTAL PRICE
1105.4.1.E.1	Permanent Signing	43	EA	$711.00	$30,573.00		$732.64	$31,503.52
2030.4.1.A.1	Manhole, Adjust to Grade	1	EA	$1,121.00	$1,121.00		$2,661.95	$2,661.95
2030.4.1.B.1	Drywell, Adjust to Grade	1	EA	$1,121.00	$1,121.00		$2,605.48	$2,605.48
2030.4.1.D.1	Sewer Clean Out, Adjust to Grade	1	EA	$934.00	$934.00		$2,543.62	$2,543.62
SP-1.1	Drywell - Single Depth	5	EA	$2,852.00	$14,260.00		$2,495.38	$12,476.90
SP-1.2	Drywell - Double Depth	1	EA	$3,469.00	$3,469.00		$3,501.97	$3,501.97
SP-2	Reset Sign on New Post	9	EA	$646.00	$5,814.00		$666.09	$5,994.81
SP-3.1	Sidewalk Underdrain (Precast)	3	EA	$1,305.00	$3,915.00		$2,649.02	$7,947.06
SP-3.2	Sidewalk Underdrain (Curb Separated) Modified	4	EA	$2,796.00	$11,184.00		$3,729.29	$14,917.16
SP-4	Retaining Wall	1	LS	$42,201.00	$42,201.00		$58,778.61	$58,778.61
SP-5	Relocate Mailbox	1	EA	$1,681.00	$1,681.00		$432.96	$432.96
~~SP-6.1~~	~~3/8" Chip Seal~~	~~16,239~~	~~SY~~					
~~SP-6.2~~	~~Fog Coat~~	~~1,786~~	~~GAL~~					
SP-7.1	Raised Pavement Marker	21	EA	$19.00	$399.00		$19.98	$419.58
SP-7.2	Ground Mounted Delineators	12	EA	$149.00	$1,788.00		$153.20	$1,838.40
SP-8	Orange Construction Fence	500	LF	$4.00	$2,000.00		$25.62	$12,810.00
SP-9.1	Rectangular Rapid-Flashing Beacon (Single Sided)	9	EA	$9,981.00	$89,829.00		$12,382.59	$111,443.31
SP-9.2	Rectangular Rapid-Flashing Beacon (Double Sided)	4	EA	$15,727.00	$62,908.00		$17,715.97	$70,863.88
SP-9.3	Rectangular Rapid-Flashing Beacon (Remove and Reset)	3	EA	$3,167.00	$9,501.00		$2,161.69	$6,485.07
SP-10	Irrigation Sleeves	150	LF	$16.00	$2,400.00		$48.15	$7,222.50
SP-11	Landscape Irrigation	1	LS	$123,402.00	$123,402.00		$114,413.81	$114,413.81
SP-12	Planting	1	LS	$41,966.00	$41,966.00		$53,275.20	$53,275.20
SP-13	Fence	173	LF	$97.00	$16,781.00		$133.19	$23,041.87
SP-14	MMA Pavement Markings	1,310	SF	$16.00	$20,960.00		$15.98	$20,933.80
SP-15	Remove and Reset Church Sign	1	LS	$9,286.00	$9,286.00		$5,898.95	$5,898.95
Schedule 2 **– Ross Point Water District**								
2010.4.1.A.2	Mobilization, Demobilization, Bonding, and Insurance	1	LS	$24,763.00	$24,763.00		$32,376.59	$32,376.59
401.4.1.A.1	Water Main Pipe - Size 6" - Type PVC AWWA C900, DR18	60	LF	$82.00	$4,920.00		$144.32	$8,659.20
401.4.1.B.1	Water Main Pipe - Size 8" - Type PVC AWWA C900, DR18	1,362	LF	$66.00	$89,892.00		$104.28	$142,029.36
401.4.1.C.1	Water Main Pipe - Size 12" - Type PVC AWWA C900, DR18	150	LF	$131.00	$19,650.00		$200.63	$30,094.50
402.4.1.A.1	Gate Valve - Size 6"	4	EA	$2,632.00	$10,528.00		$3,850.63	$15,402.52
402.4.1.B.1	Gate Valve - Size 8"	5	EA	$3,314.00	$16,570.00		$4,601.32	$23,006.60
402.4.1.C.1	Gate Valve - Size 12"	3	EA	$5,062.00	$15,186.00		$6,050.38	$18,151.14
403.4.1.A.1	Hydrant (RPWD)	1	EA	$7,450.00	$7,450.00		$7,722.80	$7,722.80
404.4.1.A.1	Water Service Connection (RPWD) - Size 2"	2	EA	$4,198.00	$8,396.00		$17,162.99	$34,325.98
					$2,189,332.35			$2,712,449.22
				Completed Bid Form	Yes		Yes	
				Addenda Acknowledged	Yes		Yes	
				General Contractor Public Works License Number	PWC-C-17425-U-1,2,3		001368-U-1,2,3	
				Anti-Discrimination Affidavit	Yes		Yes	
				Non-Collusion Affidavit	Yes		Yes	
				Bid Security	Yes*		Yes	
				Naming of Subcontractors				
				Electrical	Thorco, Inc.		Midland Electric	
				HVAC	Not Required		N/A	
				Plumbing	Not Required		N/A	

Notes: *Contractor's seal could not be verified from scanned copy of Bid.

City of Post Falls, Idaho
Poleline Ave. & Cecil Rd. Roundabout

Notice of Award

Date: April 11, 2022

Project: Poleline Avenue and Cecil Road Roundabout	
Owner: City of Post Falls	Owner's Contract No.:
Contract:	Engineer's Project No.: 07-21-055
Bidder: LaRiviere, Inc.	
Bidder's Address: 17564 North Dylan Court	
Rathdrum, Idaho 83858	

You are notified that your Bid dated 04/08/2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Poleline Avenue and Cecil Road Roundabout.

Construction of a two-lane round-a-bout at the Cecil Road and Poleline Avenue intersection and widening a portion of Poleline Avenue in Post Falls, Idaho. Work includes roadway reconstruction, curb, gutter, sidewalk, paved trail, landscaping, lighting, signing, water main installation, pavement marking, and drainage infrastructure.

The Contract Price of your Contract is Two Million One Hundred Eighty-Nine Thousand Three Hundred Thirty-Two and 35/100 Dollars ($2,189,332.35).

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [2] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01).

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By:_____
Authorized Signature

_____
Title

Copy to Engineer

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CITY OF POST FALLS
AGENDA REPORT
New Business

MEETING DATE: 5/3/2022

DATE: 4/27/2022 10:11 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ross Junkin

SUBJECT: Purchase of replacement vehicle lifts (Fleet shop)

ITEM AND RECOMMENDED ACTION:
The Fleet shop currently has (1) 4-post lift used to service our heavy trucks. We also have (3) 2-post lifts, two of which were inherited when the City purchased the property. The current status of these lifts is as follows:
- Two of the 2-post lifts are already out of commission. The third has worn parts and is a safety concern (inherited and estimated at 20+ years old). All three are recommended for replacement.
- The 4-post lift has multiple issues (major rust, cracked/heaving concrete floor, safety latch not catching)

The Fleet division has been nursing these pieces of equipment for a number of years now and recently had the lifts looked at, as we had operational and safety concerns them. The inspector indicated that all four lifts should be replaced as soon as possible. Also, the inspector told us that our existing shop floor is inadequate to install any lift as it is severely damaged, uneven, and deflects under load. A new concrete floor would be part of this replacement project (demo to be done by city staff, concrete pour to be done by contractor). The concrete floor will be addressed soon as we need to have it designed as well as get it bid out. We may need to bring this back to Council in the future.

DISCUSSION:
Staff consulted with Finance to determine that there are funds to support these purchases in the FY22 budget.
The quote was procured using Sourcewell cooperative pricing.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
No

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$212,855.00

BUDGET CODE:
001-434.0000.90010

Northwest Lift & Equipment LLC

5075 SW River Road Hillsboro, OR 97123
Office: 503-515-8161
Cell: 503-267-1498

April 12, 2022

City of Post Falls
800 N. Public Works Way
Post Falls, ID 83854
Attn: Ross Junkin

Dear Ross,

Thank you for choosing Northwest Lift & Equipment for your equipment needs. Per your request, we are pleased to quote our Stertil-Koni Heavy Duty Equipment per the Sourcewell Contract #013020-SKI as follows:

3—SK 2.16-EFA: 2-post lifts with 16,000 lbs. capacity, (4) Extended-Flex double telescopic arms, comprehensive adapter package, easy-to-use control panel, and adjustable post width to accommodate any fleet. Includes chemical anchors and shims. Wired 208V – 460V, 3-phase.

YOUR SOURCEWELL COST: $ 26,857.00 each

Options & Accessories for 2-post:

- **LED-lighting** with 4 LED Lights, power transformer, brackets & cable set, UL-approved: **$ 1,615.00**
- **Analogue Weight Gauge: $ 739.00**
- **Set of 2 adapter trays** (stores up to 6 adapters, to be mounted on column)**: $ 246.00**

Installation of 2-post lift (excluding electrical)**: $ 5,000.00 each** (when done simultaneously)

1—Set of 6 ST-1085-2FWA: wireless mobile columns with 111,000 lbs. total lifting capacity per set of 6, 18,500 lbs. per column, wired 24 volts DC, fixed wheels, adjustable forks, and a 7" LED control panel on every column with our patented Ebright control system:

YOUR SOURCEWELL COST: $ 75,471.00

Options & Accessories for Mobile Columns:

- **Low-Profile Crossbeam** with 33,000 lbs. capacity and moveable lift supports to allow for wheel-free lifting from the sides of the vehicle: **$ 4,349.00 each**
- **Ebright Weight Gauge** (includes install) set of 6**: $ 3,810.00 total**
- **4-Wheel Forklift Kit** (10 pieces), includes modular drive-on ramps and lifting pieces, 32k lbs. capacity: **$ 7,763.00**
- **Multi-Purpose Light Truck Adapter**, 2-pieces, 5,500 lbs. capacity per column, includes two sliding rubber pick up pads. To be used with light trucks and SUVs. **$ 4,242.00**

Freight to Post Falls, ID: $ 9,500.00

TOTAL EQUIPMENT COST (including installation & freight): $ 212,855.00

Pricing includes installing the equipment per factory requirements, load testing with customer-supplied vehicle, training of all personnel on safe and correct operation of the lifts, and training for facility maintenance personnel on proper care and troubleshooting of the equipment. Terms are Net 30 days. Delivery is approximately 24 – 28 weeks ARO. A forklift is required for offloading equipment from freight truck. Pricing does not include any applicable state or local taxes.

Purchase Order must be made out to Stertil-Koni USA, Inc for the equipment & freight to purchase through the Sourcewell Contract.

Ross, thank you for your interest in our Stertil-Koni products. Should you require further information, please do not hesitate to contact us at 503-267-1498 or by email Kayla@nwlift.com.

Sincerely,

Kayla D Fay

Kayla Fay
Northwest Lift & Equipment LLC

Line Item	Qty	Cost Each	Cost Extended
SK 2.16-EFA	3	$ 26,857.00	$ 80,571.00
LED Lighting	3	$ 1,615.00	$ 4,845.00
Analouge Weight Gauge	3	$ 739.00	$ 2,217.00
Adapter Trays	3	$ 246.00	$ 738.00
Installation	3	$ 5,000.00	$ 15,000.00
ST-1085-3FWA	1	$ 75,471.00	$ 75,471.00
Crossbeam	2	$ 4,349.00	$ 8,698.00
Ebright Weight Gauge	1	$ 3,810.00	$ 3,810.00
4-Wheel Forklift Kit	1	$ 7,763.00	$ 7,763.00
Multi-Purpose Adapter	1	$ 4,242.00	$ 4,242.00
Freight	1	$ 9,500.00	$ 9,500.00
		TOTAL COST:	$ 212,855.00

CITY OF POST FALLS

Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: City Council
From: Field K. Herrington, Deputy City Attorney
Date: April 27, 2022
Re: May 3, 2022, Cooperative Purchasing – Replacement Vehicle Lifts

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My review and analysis are based purely on the legal aspects of the cooperative purchasing procurement as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2807. Idaho Code §67-2807 allows the City Council to approve participation in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations of such public entities. The city may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes.

The legal department is tasked with reviewing purchases using cooperative purchasing to determine if the entity meets the requirements of state code and whether the entity used a competitive solicitation process for the item(s) the department intends to purchase. Once the determination is made, the department must then complete the purchase using the same approval process that would ordinarily be required based on the cost of the purchase.

On or about April 20, 2022, I received copies of contract documents that were received by Streets and Fleet utilizing Sourcewell.

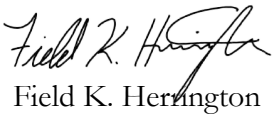
I have reviewed the submittal and researched the competitive solicitation process that the Sourcewell utilized. Sourcewell published a request for proposals ("RFP") on December 12, 2019 and opened the proposals on January 30, 2020 and awarded the contract to Stertil-Koni USA, Inc.. The associated RFP, Proof of Publication, Evaluation, Comment & Review and other documents can be viewed on Sourcewell's website.

Based upon the contract amount being over $100,000, the contract along with a staff memo explaining the reason for the procurement must be presented for approval by City Council and signature by Mayor.

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that Sourcewell is offering the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls procurement standards.

Should you have any questions, please feel free to contact me.

Very Truly Yours,



Field K. Herrington
Deputy City Attorney

CITY OF POST FALLS
AGENDA REPORT
Admin/Staff Reports

MEETING DATE: 5/3/2022

DATE: 4/27/2022 10:05 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson

SUBJECT: Guided Deliberations Following Land Use Hearings

ITEM AND RECOMMENDED ACTION:
N/A

DISCUSSION:
Planning and Legal staff have been using a new process for deliberations following land use hearings before the Planning and Zoning Commission since January. The revised process calls for each approval criterion to be discussed individually following the close of testimony. Two hearings will be on the May 17th agenda. This staff report is intended to introduce the revised process before those hearings and to provide Council members an opportunity to ask questions.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
N/A

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A