



**CITY COUNCIL
MEETING AGENDA**

**June 4, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Compensation Philosophy

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
ACTION ITEM**

AMENDMENTS TO THE AGENDA

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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 – May 21, 2024, City Council Meeting
- b. Minutes - May 22, 2024 City Council Workshop

- c. Payables May 17, 2024 - May 29, 2024
- d. Acceptance of Property - Rights-Of-Way and Easement - Prairie/Zorros Roundabout
- e. Arche Annexation Grant of Easement

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. Contract Amendment for WRF Hopper Modifications Project
- b. City Hall Remodel Project – Recommendation of Award
- c. Ordinance Relating to City Council Meetings
- d. Arche Annexation and Zone Classification Ordinance

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. 2024 Asphalt Chip Seal and Fog Seal Contract
- b. Acceptance of the Annual Comprehensive Financial Report for FY 2023

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.

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 ITEMS:

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

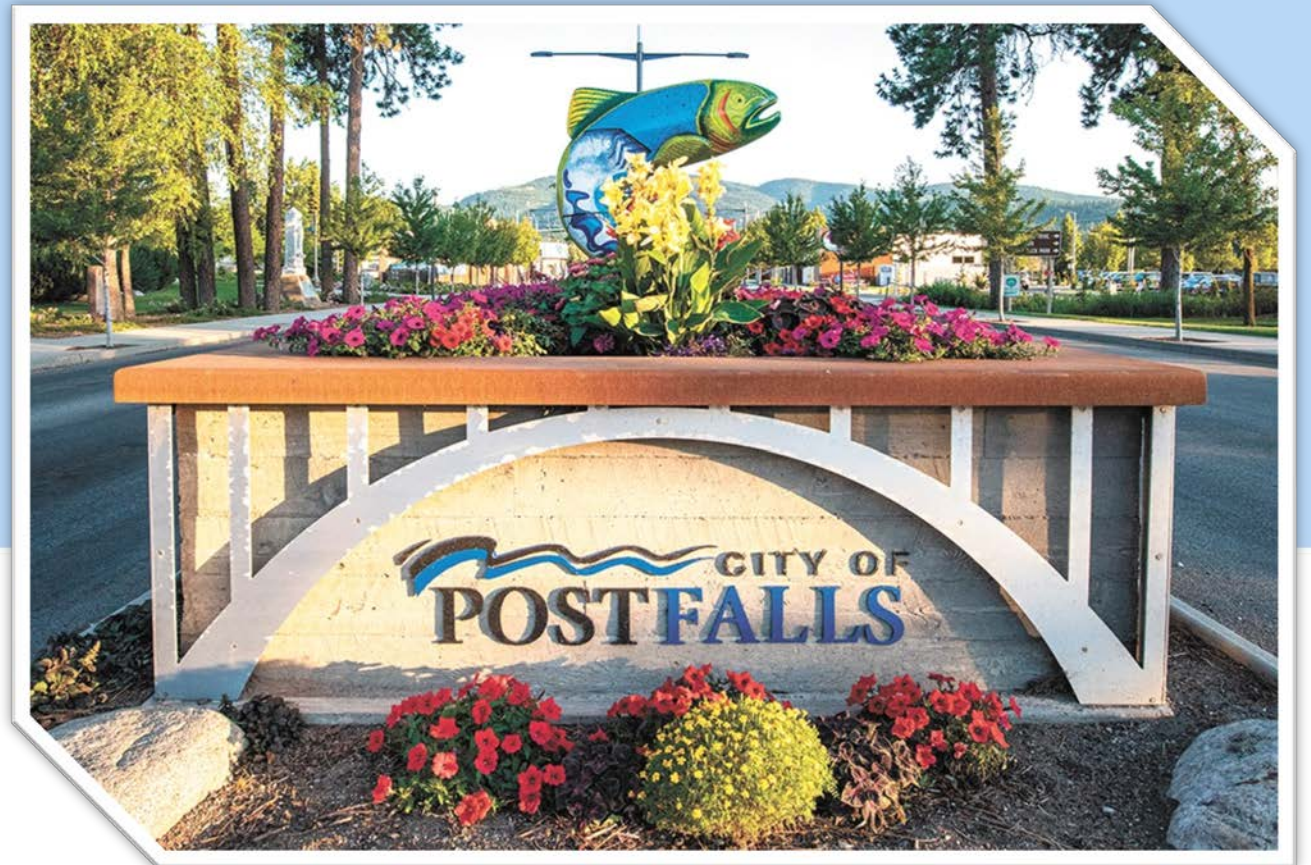
Councilors: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund , Kenny Shove

Mission
Building Community.

Compensation Philosophy Updates

June 4, 2024

Warren Wilson, Deputy City Admin



Introduction

Roadmap:

- The Big Picture: Strategic Plan Goals & Related Projects
- Goals & Benefits Of Compensation Philosophy/Surveys
- Existing Compensation Tools & Salary Surveys
- Planned Salary Survey/Compensation Philosophy Request For Proposals (RFP)
- Preview Changes To Department Head Employment Contracts
- Review Next Steps

Strategic Plan: Mission, Vision, Values

Vision Creating A Welcoming, Sustainable, And Dynamic Community

Mission “Building Community”

Values Integrity • Accountability • Service • Innovation • Kindness

Priorities Workforce, Operations, Capital & Community

Strategic Plan: Focused Priorities

Priority: Workforce

- Attract And Retain Qualified Talent, Both Now And In The Future
 - Goal 1: **Recruit And Retain Quality Talent**
 - Year 1: Develop City-Wide Recruitment Plan

Priority: Operations

- Maintain Sustainable, Quality Operations To Execute The City's Primary Purposes
 - Goal 1: **Develop Effective & Efficient Policies & Procedures**
 - Year 1: Develop/Prioritize List of Policies For Revision

Strategic Plan: Implementation

Related Goals We Are Working On This Year:

Priority: Workforce – Recruitment Plan

- Review & Update Position Descriptions – *Janet*
- Conduct Compensation Philosophy Review – *Janet & Admin*
- Conduct Salary Survey – *Janet & Admin*

Priority: Operations – Policies To Revise

- Complete Revision Of Personnel Policy – *Field*

Compensation Philosophy

A document providing direction, guidance and clarity for making compensation choices within an organization.



Compensation Philosophy

- Based On & Aligns With Strategic Plan/Goals
- Provides Framework For Determining Employee Pay
- Clearly Outlines Reward Strategies
- Ensures Staff Treated Equitably (Internally & Externally)
- Used to Attract/Retain Employees
- Addresses Benefits Program & Market Variables

Current Approach – Kinds & Levels

- Like Positions Are Grouped Into Grade Levels
- Each Grade Level Has Minimum/Maximum Pay Rate
- Multiple Kinds & Levels Charts
 - Public Works
 - Police (x2)
 - General Fund
- Example: General Fund Currently Has 19* Grade Levels
- Grade Levels Generally Adjusted Annually With COLA

*No Fulltime Positions In Lowest 8 Grade Levels

Current Approach – Incentives

- Current Additional Compensation Tools Evolved Over Time To Address Problem Recruitment/Retention Areas & Operational Needs
 - Reactive Vs Proactive Approach
- Includes:
 - Shift Differential, Licensure Incentive, Senior Level
 - Sign-On, Retention & Hardship Incentives
 - Education Assistance Incentive

Current Approach – Surveys

- Currently Salary Surveys Conducted In-House
 - Creates Issues With Public & Employee Acceptance Of Results
- Goal: Compare Position To Like Positions With Like Employers
- Done To:
 - Grade New Positions
 - Adjust Positions Based On Turnover/Recruitment Issues
 - Evaluate If Kinds/Levels Charts Are Competitive
- No Firm Structure For Timing
 - Tends To Be Reactive Vs Proactive
- Results Are Difficult To Share

Planned Compensation RFP

- Solicit For Professional Human Resources Consultant To:
 - Evaluate Current Compensation Tools
 - Recommend Wholistic Compensation Philosophy
 - Based On City's Strategic Plan/Needs & Market Sector
 - Incorporate Changes Into Personnel Rules
 - Provide Comprehensive Salary Survey Of Similar Employers
 - Provide On-Going Salary Surveys To Keep Data Current
 - Goal: Proactive Vs Reactive
 - Ideally Review Each Position Every 3 Years

Department Head Contract Updates

- Department Heads = Contract Employees
 - Not On Kinds & Levels Chart – No Minimum/Maximum Salary
- Contract Forms & Benefits Have Changed Over Time
 - Older Contracts Significantly Outdated
- Department Heads/Admin Desire To Cap Maximum Salaries
- Legal Updated Contract Language Based On Developments In Employment Law (Reviewed by Employment Law Specialist)
- Provide Greater Uniformity In Benefits Between Employees

Department Head Contract Salary Cap

- Compared Salaries With Similar Cities In The Region
- Grouped Department Heads Into 3 Levels Based On Comparisons
- New Levels (20-22) Will Be Added To Kinds & Levels Chart
- If Employee Is Above Pay Range, Salary Is Frozen Until It Falls Below Cap Based On Salary Surveys/COLA Adjustments

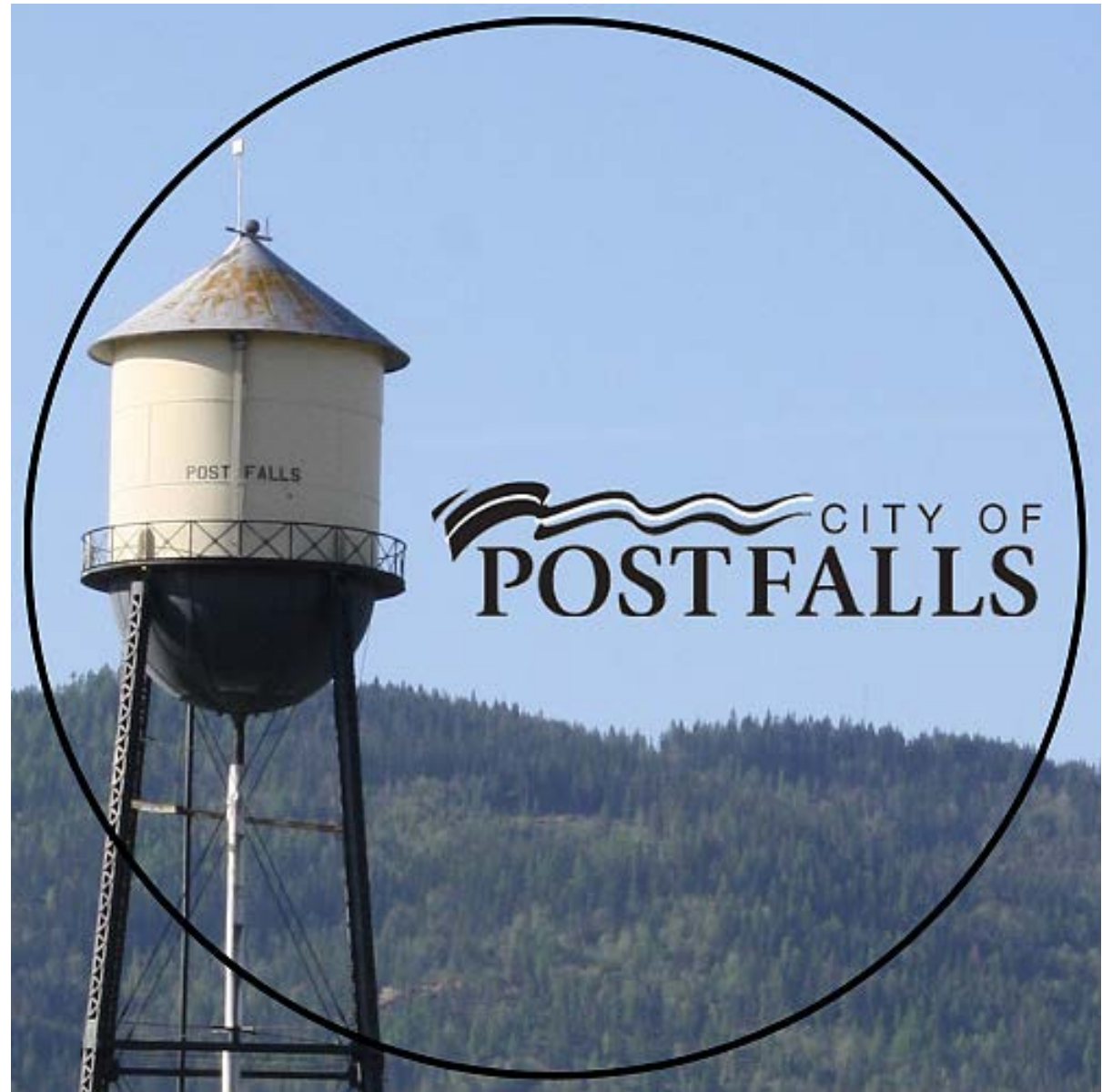
Department Head Contract Benefits

- The Same With Some Differences Based On Position
- Not Changed Significantly From Existing Contracts
- Benefits Reviewed By Employment Law Specialist
- Benefits:
 - Vehicle Stipend: \$150 Monthly (Most)
 - 401 K Contribution: \$1,300 Annually (Most)
 - Training Stipend: \$5,000 Annually (Increased)
 - Professional Dues For Necessary Memberships
 - Executive Leave Annually (40 Hours)
 - Severance Pay Based On Position

Next Steps

- Salary Survey/Compensation Philosophy RFP At Next Council Meeting
- Updated Department Head Contracts After Budget Hearing

Thanks!





**CITY COUNCIL
MEETING MINUTES**

**May 21, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

a. Citizen Handbook

Josh Walker, Joe Malloy, Nathan Ziegler, Kenny Shove, Samantha Steigleder, Randy Westlund
– **Present**

City Administrator Shelly Enderud presented options to provide a citizen handbook to the Post Falls community. Options that were discussed included: utility bill insert, monthly explainer, Park and Recreation style brochure, and a large format citizen handbook. Publishing and mailing costs were given as well as advantages and disadvantages to each type of option. Some examples of what other cities are doing for these types of publications were also looked at.

Ended at 5:42pm

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove
Josh Walker, Joe Malloy, Nathan Ziegler, Kenny Shove, Samantha Steigleder, Randy Westlund
– **Present**

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
ACTION ITEM**

Mayor Jacobson: The City and the American Legion Post 143 will host a Memorial Day Ceremony at Evergreen Cemetery on Monday, May 27th at 11am. The community is invited and encouraged to attend. City Hall and city business offices will be closed Monday, May 27th, in observance of Memorial Day. If you haven't, there's still two hours left to vote.

- a. Appointment of Randy Westlund to the KMPO board to replace Nathan Ziegler
– **ACTION ITEM**

**Motion by Malloy to Approve the Appointment of Randy Westlund to the KMPO board to replace Nathan Ziegler.
Second by Ziegler.**

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund
Motion Carried

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – May 7th, 2024, City Council Meeting
- b. Payables April 30, 2024 - May 13, 2024
- c. March Cash and Investments
- d. Contract with the Metts Group for Pleasant View Marketing Plan
- e. Arche Development and Annexation Agreement ANNX-23-4
- f. Legion Park Development and Annexation Agreement ANNX-23-7

Motion by City Council Malloy to accept the Consent Calendar as presented.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

2. PUBLIC HEARINGS

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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:

- a. Kruger Annexation ANNEX-23-5

Public Hearing Opened at 6:03pm

Ethan Porter, Planner Presenting: This is the request of Owner Daniel and Beverly Kruger, with the applicant of Verdis to annex 6.869 acres with rights-of-way into the City of Post Falls. Community Commercial Services (CCS) zoning would be the southern 2.49 acres and High Density Residential (R-3) will be the northern 2 acres. The project location is north on Seltice Way right along McGuire and Echo Drive. That hatched red area is the project area, it does extend down McGuire to Seltice Way. That small portion is the right-of-way that we would get into the city through this annexation. Wastewater would be City of Post Falls, water would be East Greenacres Irrigation. The current land use and site is a large lot residential. McGuire road is identified as a minor arterial, Echo is classified as a local roadway. Future land use designation is high density residential. There are some commercial, transitional, industrial, and low-density residential surrounding the project site. This is part of the West Prairie Focus Area. Current surrounding land uses are commercial/industrial businesses, a mobile home park, subdivisions, and single family homes. Comprehensive goals and alignment with comprehensive policies were discussed, including goals 7 and 10, policies 15, 20, and 45. Parks level of service includes the regional sports complex and a neighborhood park within a mile of the site. Review criteria were reviewed.

Steigleder: Can you explain the little piece, why we are doing that?

Porter: The right of way is included and was required by us in review. If we didn't get that piece running south of McGuire along Seltice way, that intersection doesn't have the ability to do any improvements in the future. If we get that in the city with the annexation we are able to come back with a city project and create the pedestrian connectivity from Seltice all the way up to McGuire.

Steigleder: The storage facility that is there would not be annexed in?

Porter: Correct. They haven't expressed interest in annexing into the city.

Steigleder: Someone owns the storage facility but somehow the owners of the Kruger property were able to get these little pieces of county land?

Field Herrington, City Attorney: It is road right of way. Its not someone else's property.

Steigleder: Its just the roadway that is annexed in, not actual property near the storage facility.

Applicant Stephanie Blalack with Verdis: The subject property is about 4.5 acres and the zoning being requested is Community Commercial Services on the southern 2.49 acres and High Density Residential on the northern 2 acres. The Kruger's operate a concrete flatwork business onsite, which is the reason they want annexation. They have outgrown the county's regulations on a home business and would like to bring it into the City of Post Falls. They now have a code violation on the property and the next step to keep the Kruger's in Post Falls and to keep their business in Post Falls is to annex into the city limits. We are requesting Commercial and High-Density Zoning designations that are consistent with the land use map for this area. Frontage improvements will be installed for pedestrians to interconnect with other neighborhoods and commercial businesses. There would be a maximum of 48 units on the two acres. Comprehensive Plan compatibility was discussed. The annexation will provide infrastructure to

the west side on McGuire which is needed for future growth. Including curbs, sidewalks, and pedestrian improvements. Existing condition photos and information were presented. The annexation provides diverse housing types and price levels. The city will be gaining a considerable amount of right of way with this annexation. By approving the annexation the city will be protecting a North Idaho small business that has been operating for eight years. The annexation will provide workforce housing. The annexation is consistent with the Future Land Use Map and goals and policies of the Comprehensive Plan. The zoning was also approved by the Planning and Zoning Commission.

Malloy: R-3 caps out at 18 units per acre, right?

Porter: Yes and they can get the density bonus as well, so the amount of amenities they can provide they can get that bonus.

Malloy: I forgot about the density bonus, thank you.

Steigleder: What would the R-3 product look like?

Blalack: We don't know at this point, they are really just trying to get through the process. With that code violation from the county, they need that multi-family to be able to pay for the improvements for their current business.

Testimony

In Favor

Beverly Kruger, not wishing to testify.

Neutral

None

Opposed

Wayne Plante: I'm in opposition of this thing. Echo is already a major route because they don't want to go to the traffic light. They are going to do 48 units on two acres, that's close to 100 cars extra. Its at the narrowest area there where they have to go in. There's no exit on McGuire, only on Echo, which is across from me. Cars are backed up there quite often. If they are going to widen Echo all the utilities have to be on the south side. I tried to find out what the city had planned for the entrance and exit for that amount of units in there, and its kind of like we are going to build and we will handle it as it comes along. They did the same thing on the project north of me and they left it in a pure mess and it still is. I'm not against building, but I like to see things controlled. Post Falls is trying to eat up all of Prairie that they can possibly eat. Its moving faster than it should be. If they are going to build these 48 units then they should have a more indepth study of it. I moved there in '86, and I thought with five acres I would be there the rest of my life, but real estate and developers are forcing us to sell because of the taxes and everything else are going up.

Debbie Vocca: I'm in opposition of annexing. I see a lot of open areas that are better suited for development. This area is very rural and it is designed to be where people can have animals and grow, I have a vineyard, so it supports a winery. It will change our property value if you put in these apartments. That area they are looking at on McGuire, I don't understand how they are going to put in a sidewalk because all the utilities are on there. There are sidewalks on the other side of McGuire, I don't know why we need them on both sides. We should keep some of Post Falls for future people who want to have little farms. I think McGuire is going to be less traffic because of changing the area on Highway 53. When you guys talk about this future plan, that was five years ago. Sounds like the plan needs to be updated. There's already a lot of apartments that are already available.

Glen Whipple: I live on Echo Drive. We've been there for 35 years. We don't want any

apartments around us. It shows on the map coming right up across the street from us. Anyone that lives up there, no one wants this. There's a lot of people walking up and down there. We love the area there, its nice and quiet and peaceful. I'm not sure how the future of high-density happened, but its going to cause a lot of havoc and stress and raise the crime rate. Everybody's happy along there. I don't understand why the company that is getting pushed out doesn't make that extra two acres their business too.

Rebuttal

Blalack: This parcel was designated and voted on by Council as high-density residential. We will have an ingress and egress onto McGuire Road, its not all going onto Echo. This site is not a rural area and its not a farm, its used commercially and is looking at several commercial businesses on a high traffic road. We don't meet the comp plan if we go all commercial.

Public Hearing Closed at 6:41pm

Zone Change and Initial Zoning Review Criteria Review

Herrington: Is annexation of the property in the best interest of the city?

Malloy: Yes, adjacent to a very major corridor. Its not a county pocket, but its a county peninsula. It makes sense to annex.

Walker: I agree, its right there on the main run of McGuire.

Steigleder: It seems that the most benefit the city will get is the road. I don't know that annexing land just to annex land is a benefit of itself to the city. If we get that street right of way, it seems like that's what the city is looking for.

Ziegler: I agree, we would get connectivity and safety advancements. As far as the land itself, I'm not a proponent of annexing just for the sake of annexing.

Jacobson: I don't think we have ever looked at an annexation as a source of revenue.

Westlund: Its not in the best interest of the city to annex this parcel at this time. There has been some talk about pedestrian connectivity, and if you look at the road its very rural in character. Having sidewalks there is not going to serve any purpose in the near future. I was looking at some data from our GIS system and this is the Post Falls land area over time, so you can see as we're annexing this in in square miles and there was a break after the 2008 crash but in the last three years we've annexed a lot more. About 20% of our city's land area we have annexed in the past three and a half years. We have to be careful when we grow that quickly. I was also looking at our Comprehensive Financial Report at the close of our FY22, and our net investment in capital assets, this is the value of our land and buildings and vehicles and infrastructure. After 2020 we started adding almost \$30 million a year in assets. This is a lot to start paying maintenance on and what happens when all the maintenance comes due on this at the same time. Growth is good when it benefits society and development is good. But its a bad idea to do it all rapidly. This area could make sense in the future. There's no city there, and to have the first step be high-density residential doesn't make sense to me.

Shove: The benefit to the city would be the road right-of-way. I don't see benefit to annexing that property. Just looking at the surrounding businesses and the surrounding property, I think it is great as it is. I don't see much benefit to annexing this piece at the time.

Jacobson: It looks like its four to two on the annexing and then we can get into if it is annexed then the zoning on it.

Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

Malloy: It fits the future land use map to a T.

Westlund: It mostly fits. I would like to point out that the future land use map as all R-3 and this is partial R-3.

Malloy: It fits it to an L.

Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Steigleder: I don't find that it meets the goals and policies enough for me to be in favor of the requested zones presently. We are looking to diversify our housing types and create a resilient economy and I would like to see something other than R-3 approved at this time. According to our GIS presently, it looks like we have 711 high density apartments that have been approved but don't have certification of occupancy presently. So, I would like to see those built out and made available to the citizens of Post Falls before we start approving more of those, even if it does match partly with the comprehensive plan. I know goal 10 was mentioned for Parks but it says provide and support recreational opportunities on pace with growth and what I find about this request is that all that was proven was that it would have access, not that it would support creating of those amenities for the citizens of Post Falls.

Malloy: According to the manual I think it is consistent with the goals and policies of the comprehensive plan. Which is to provide a diversity of housing types, provide commercial along the major corridors particularly Seltice Way which this is just off of that. Provide additional pedestrian connectivity. Strictly by the criteria of the comprehensive plan, I would say it is consistent. In terms of the future land use map, Mr. Westlund points out its all R-3, it seems that the only part of the proposal that is being objected to, is the part that fits the comprehensive plan. I guess the fact that more than half of it's commercial could be a bonus that no one is objecting to.

Westlund: I think its not consistent with the goal of having the high density housing near the center of the city. Its an awkward place to put it right now because there's not much developed around it. I think it would make a lot more sense in maybe 5-10 years when you have more infrastructure and businesses, things more people living in those potential apartments could be walking to. Right now it is all open space and rural character. So I don't believe it is consistent.

Ziegler: By the definition of the comprehensive plan, this is a good fit for that area, but its one of those areas where the first cut is the deepest, it aligns with what is planned, whether I agree with that or not is another thing. Its always the first that goes in that is hardest to take. The impact of putting an R-3 on half of that property, we talk about safety and connectivity for pedestrians, we are creating a problem for them to apply a solution to by adding 50 units there. I would like clarification on the inlet outlet, is it really only on Echo, are there going to be improvements to that roadway and plans for turn lanes because of the additional cars and from a safety standpoint, I don't know if we have any clarification there?

Herrington: I would point out there's been a little discussion just on zoning and annexation is the high level just based as you bring in a property, establishing the base rights, its doesn't mean its going to develop any time soon. We aren't getting into a subdivision.

Public Hearing Reopened 6:52pm

Jacobson: The question is the ingress/egress will that be on Echo, will it be on McGuire, what are the possibilities?

Bill Melvin, City Engineer: We would try to provide access on both Echo and McGuire through that project. There would be more access on Echo because its a more local street. Not knowing how the site is going to be laid out and what the future development plans are would depend on

the access there. We would shift the access to McGuire further north. We could do a right in right out there. We will be accessing on both in the future.

Jacobson: If anyone cares to speak on the point Bill just made about the ingress and egress on both Echo and McGuire, I will give you a moment to do that.

Debbie Vocca: There's not an access right now for that property onto Echo. Their address is on McGuire.

Jacobson: And what our engineers said is as they go forward on the development, if its approved, they would look at access off both. Since it was brought up we want to get staff's input on that.

Vocca: So is that now going to change Echo, the whole street, or is it going to be chunked away at that corner?

Wayne Plante: I got this document from the City that says right there it is not within the requirements of the city. McGuire is shown in the transportation master plan as a five arterial roadway. There's three right now, if you take another lane it would go right through the middle of my house. Then they talk about the 70 foot right of way.

Public Hearing Closed 6:56pm

Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Ziegler: Can we define Political Subdivision?

Herrington: A political subdivision is any government division, the City of Post Falls, highway district, school district.

Malloy: I believe the answer to that question is no, we didn't get any feedback from any of the other taxing districts. In terms of the City of Post Falls, its already a controlled intersection. There's high density in the area. Its not a large site. I don't see an adverse effect on any of the subdivisions.

Steigleder: They all said no.

Discussion:

Malloy: These are tough, especially on this Council as almost everyone is new. The comprehensive plans are very long-term plans, so there's public comment periods, there's workshops where the public's invited. Maps are drawn, lines are drawn, goals a policies are developed. Trying to look forward 20 plus years, and the last update was already almost five years ago. I was there and the product that came out of it is this. We need to have a comprehensive plan for several reasons. If the city is to get block grants or any other kind of grants to be elligible for those we have to have one. So people have some idea as to what to expect where the city is going to grow. The trouble with planning and doing things in a very far out time horizon is that nothing is immediate. So, trying to get the public to come to these things to help the city to create the vision of the future comprehensive plan is difficult because nothing is happening and may not happen for 10-20 years. Then by state ordinance, if we are going to annex or not annex, or assign a zone or not assign a zone, it has to be in accordance with those plans that very few people show up with because nothing is happening. Its the system we have inherited, we are starting the process now to change the comprehensive plan. According to our jobs, this proposal meets all of that and the work has been done.

Steigleder: I agree that we need a plan and we have to have a place to go and we have to have collective idea of where to go. My hesitancy is not to say it is the wrong place for a high-density housing and to argue with the plan, more to say that having a plan doesn't mean that it needs to be built out immediately. My specific hesitancy with it is we have high density in the city and we

have it annexed and zoned already so asking for additional when we've already done that doesn't benefit the residents of the city right now.

Walker: I agree it meets everything to a T or an L. After hearing everybody and the discussions, I see the benefit of getting road right of ways, it meets everything as it should. There are apartments a stones throw away from there. Is it the right time right now? I think maybe we could wait.

Ziegler: I agree we need a comprehensive plan and a lot of work has been put into it. In the last five years there's not anyone who could have foreseen the amount of growth we have seen in the past five years. That's my biggest hesitation with this, we do the best to plan, and then when we take a hit we have to readjust. It may be in the plan, I don't think its the right time.

Westlund: Its not the right time. Our city borders are growing at a rate we haven't seen before. Our maintenance commitments are growing at a rate we haven't seen. I don't think you start building out an area with the highest density the plan has. I believe it's not the right time.

Shove: I don't think its in the best interest of the city or in that area to annex that in at this point.

Motion to Deny the Kruger Annexation ANNX-23-5 by Council Westlund

Second by Council Steigleder

Ayes: Council Malloy, Council Ziegler, Council Westlund, Council Shove, Council Steigleder, Council Walker

Motion Carried.

Jacobson: For the folks that testified, I appreciate where you're coming from. I appreciate the applicants desire. I've sat up here for a long time and I've heard a lot of people testify about property values and apartments. I might have the only house in town that's older than yours. When I bought that house my neighbors were a barn and two silos. I am now surrounded by over a thousand homes. My property values have not gone down. We hear about if there's apartments there's more crime and we hear about property values going down when something is developed, I haven't seen it. Your wishes were granted tonight. Just because someone wants to develop doesn't mean you are going to see an increase in crime and it certainly doesn't mean your property values are going to go down.

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:

None

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. 4th and Idaho St. Roundabout Design - Clocktower

Bob Seale, Community Development Director Presenting: I'm here to talk about the 4th and Idaho roundabout and some proposed artwork the developer would like to install in the center of it. The roundabout is under construction. The developer will work with the city staff, and how will we develop the center of the roundabout. The developer sought artists and what type of art would be best to display. The City Center Master Plan envisions more artwork in the area. The developer wanted something that reflected the old mill site and the Post Falls area. The proposed project is a clock tower. The metalwork in the middle is a tress system that is from the surrounding building currently. It would be approximately 30–35 feet tall. Around the base of the structure there would be some artistic metal work reflecting the mill or the surrounding nature. The funding will be handled by A&A Construction with reimbursement potentially from the URA. It is within the URD plan.

Jacobson: I really like the clock tower. It is something different. I'm extremely partial to the lumberjack and that it portrays what the Malloy family did with that mill. Maintenance would be easier on this if it was art.

Westlund: This looks fantastic. This is much better than rocks and roundup. I really like the lumber jacks.

Steigleder: Is it going to be the full clock tower, or just going to be two-dimensional?

Seale: Yes, its a real working clock tower with four sides. He's done something similar elsewhere.

Steigleder: This will be taller than the other buildings?

Seale: This is by Kindred, that will still be taller because it is raised. You will be able to see it from Seltice. There is additional space between that center part and the edge of the roundabout. We will also have rocks and ballards so if a car were to veer into the artwork it would hit that first. All that will be dealt with engineering and the building department.

Jacobson: It says action item, do we need to make a motion to move forward with this?

Seale: Its going to be a piece of artwork placed in the city's right of way, so we are asking for blessing and approval.

Motion by City Council Malloy to Approve the 4th and Idaho St. Roundabout Design - Clocktower.

Second by City Council Walker.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

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.

None

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. Projects Division Staff Report

Andrew Arbini Projects Division Manager and Jaxon Fleshman Project Manager Presenting: Tonight's presentation is a report on the Projects Division, which is part of a larger effort to give updates on the divisions within Public Works. The Projects Division oversees capital projects in Utilities (Water, Water Reclamation, and Storm Water), Streets, and Facilities. We currently have at least one project happening in each division in some stage, from design to construction. A little about how a project is identified. Each division has a corresponding master plan. These are typically updated every five years, which establishes the existing infrastructure and facilities and then a road map for the five to twenty year planning horizon. That is our starting point. These are all available on the City's website. Most of our projects are a design, bid, build delivery method. Most of the time, you see us bringing you a contract for approval. During the bid opening and review, we are looking at those for compliance with Idaho code. Once we move into a construction contract, most of the time we are consulting with the contractor and our primary role is coordinating between the consultant, engineer, contractor, and the divisions within the city. Current projects were listed and some of their phases were given updates, including the 12th Avenue Forcemain, Well House 11, and the Bentley Lift Station.

Jacobson: It never end does it? The need to replace and update. It just is what it is.

Fleshman: As Councilman Westlund mentioned, in about 20 years there's going to be a whole other host of them so projects never seem to end.

Jacobson: That's why we continue to collect the fees to help pay for it.

b. City of Post Falls Chamber Representation

Shelly Enderud, City Administrator Presenting: The Chamber contacted several council members about having more representation at the Chamber events. Currently, we pay for council members to attend the Gala event, the annual summer luncheon, and the State of the City. We have also paid for some River City Leadership attendees, which are \$850. It is an annual program that you apply for in the spring. We are just bringing this here to see if council would like to add additional dollars to the budget to allow for Chamber support. It would be \$200 a year to allow a council member to attend the lunches.

Jacobson: Can it be that if we allocated or approved \$200, is it designated to one council member, or would it be able to be used by any of them?

Enderud: Yes, it could go with the city and it could rotate. If I'm not able to attend, I can have someone attend for me.

Jacobson: Which is already paid for?

Enderud: Yes.

Steigleder: Christina has approached me a couple of times about this, and it was a goal of hers to have more council representation and for the businesses in the chamber to have more access to the council, so I emailed and asked what that process would look like. I don't know that I'm the best suited person, but I'm happy to be involved, and I'm happy to help meet her need.

Jacobson: I'm not opposed to an additional person, but I would point out that the City is represented, we have two and that could be used as Shelly said if she doesn't use it a councilman could use hers. I don't know that we have to have one councilmember assigned, but I'm ok with whatever council decides.

Malloy: One way to encourage attendance by the city would be to not make us pay for it.

Enderud: I had that thought, but they are having to pay for the lunch, so they pay per head, it is a cost to the Chamber.

Malloy: Having gone through the leadership program it is excellent. I would encourage anybody on the Council to attend it. It is a fair amount of time. I think it would be a good use of a small amount of city money to encourage things like that.

Enderud: We have paid for that in the past. That is one day per month when you join for the month and a couple of evening classes.

Jacobson: Instead of saying let's approve \$200, does it make more sense to allocate a certain number of lunches per year.

Enderud: If we wanted to just open it up and say a certain number of lunches per year. We can pay per lunch.

Malloy: I unfortunately can't make any of them because I don't work here.

Westlund: I would be happy to show up to some of those.

Steigleder: What would be the best way to organize that. We would also like to make the River City Music. If we could commit to something a little more solidly. I would like to have something a little more solid. How do you want to do your calendars? Would an email chain be best? Does one person want to commit or two people?

Enderud: We could send out an email at the beginning of each month asking who wants to attend for the month.

Steigleder: That makes sense.

Enderud: I will get some information on the River City Leadership to you all too.

c. Kiwanis Park Trail Revision and Maintenance

Bryan Myers, Parks Manager Presenting: I wanted to bring this topic to you because it made the Press. I wanted to let you know where we've been and what we are doing at the site.

Jacobson: Do me a favor real quick, define a social trail.

Myers: I will get there. Kiwanis Park is a local favorite, particularly in those neighborhoods. That space over the years, particularly post-Covid, we have seen more activity happening in the park. Following that, we noticed more user-defined trails, or social trails, where individuals were moving brush and creating a way for themselves to move through the park. That doesn't always lend itself to adjoining uses or intersections of trails flowing in the most complimentary way.

Malloy: So we want antisocial trails.

Myers: We want antisocial trails, exactly, so you feel like you are going for a walk in the woods. The Urban Forestry Division teamed up with a local high school aged student who is working on his Freedom Award through the Trail Life program. He took on this large endeavor to mark official trails in the park and to erect a trail kiosk, and organized well over 100 hours of labor to help support all of that. On the back side of that, our Urban Forestry Division has been going through doing a reclamation of decommissioning those social trails and helping to establish that official trail network so that we have something that can retain as a site that is heavily wooded and that lends itself to the MOU that we have with the Kiwanis Club to manage their property. That's the history of the park, it's not a city-owned parcel, it is a parcel that is owned by the Kiwanis Club and we have a 50-year lease to operate it for a dollar a year. They have some expectations of us, and part of that is the wooded area and how that's managed in a hundred year rotational stand so that we have a regenerative forest in that area. On trail maintenance, we are trying to keep

people on the trail that we intend to be there and encourage that behavior as much as possible with natural means as much as possible before we have to go to fences and things like that. We tried to do our best to salvage logs throughout the park system, many of the trees were hauled in from other sites, some were from Kiwanis. We have gone through and seeded some of those areas and this fall we will go in and plant some seedlings in those areas that have been remediated.

Jacobson: Thanks for the work you are doing on it, and I know we've had complaints, but we had complaints when the park was developed. Kiwanis wants this done as well and it is their park. Thanks for the work you are doing on that.

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.

None

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 ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

Adjourned at 7:40pm.

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson
Councilors: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund , Kenny Shove

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/4/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhiannon O'Neill, Deputy City Clerk
SUBJECT: Minutes - May 22, 2024 City Council Workshop

ITEM AND RECOMMENDED ACTION:

Approve the Minutes from the May 22, 2024, City Council Workshop

DISCUSSION:

N/A

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:

ATTACHMENTS:

1. 05.22.24 Workshop Minutes



**CITY COUNCIL
WORKSHOP MINUTES**

**May 22, 2024
5:00 PM**

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

CALL TO ORDER BY MAYOR JACOBSON

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove

Joe Malloy, Samantha Steigleder, Randy Westlund, Nathan Ziegler – **Present**

Kenny Shove – **Excused**

Josh Walker - **Absent**

WORKSHOP – 5:00 pm Basement Conference Room

- a. Budget Introduction Outline:
Introduction (5 min)
 - Purpose of Meeting.
 - Overview/Road Map of topics to be covered.
 - Preview Revenues.
 - Focus on General Fund.
- b. Budget Process Overview (10-15 min).
Budgeting Basics.
 - Setting a budget, not a tax levy.
 - Statutory caps on budget authority.
 - City's past Approach.
 - Enterprise funds vs. General fund.
 - * Restriction on enterprise fund use and user fee supported.
 - General fund revenue sources.
 - * Property taxes.
 - * City fees.
 - * State revenue sharing.
- c. Revenue Forecast for FY25 (15 min).
 - Budget based on projections of likely revenues.
 - Present anticipated FY25 revenue by type.
- d. Recap Council Priorities (5 min).
 - How we have grouped the priorities.
 - How we used the priorities to shape preliminary budget recommendations.

- e. Preliminary Budget Presentation (1 hour).
 - Overview of Operating budget needs.
 - Overview of Dedicated Funds and planned projects.
 - Present requested personnel requests and recommendations.
 - Present requested capital requests and recommendations.
 - Department head presentations of their requests.
- f. Council Budget Input (20 min).
 - Direction on Adding Revenue.
 - Review of Department Head funding decisions.
 - Direction on additional steps/meetings based on discussion.
 - Other questions/comments.
- g. Next Steps (5 min).
 - Outline next budget steps.
 - * Dates when final data is due.
 - * Dates for council actions

Staff reviewed the Fiscal Year 2025 preliminary budget. These are anticipated, preliminary numbers only at this point. Many exact amounts won't be received until July or August. There are some reductions in revenue this year, especially from the state revenues. Some of the budget challenges are inflation, escalating labor and living costs, decreased sales tax revenue, ending of the highway distribution moneys, and budget caps that are baked into the statutes. It is important for Council to know that they are setting a budget here, not a tax levy. The max we can increase our budget is 3% over the highest levy in the past three years (as set by state statute), not including foregone. User fees' rules and the city's use of them was reviewed. Estimated FY 25 revenues were discussed. Anticipated revenue is approximately \$3 million less in FY25 than it was for FY24 (this assumes a 3% increase in budget) for the general fund. Enterprise funds including water, water reclamation, and solid waste funds were reviewed. The vehicle replacement, street replacement, impact, and facilities funds were explained as dedicated funds. City Departments presented their goals, challenges, and budget requests (personnel and capital) for FY25. Council priorities and how they relate to the budget requests were recapped. Council discussed their preferred direction on the proposals and the overall budget for FY25.

ADJOURNMENT

Adjourned at 7:58pm.

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson

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Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/4/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Wolf, CSR/AP
SUBJECT: Payables May 17, 2024 - May 29, 2024

ITEM AND RECOMMENDED ACTION:

Accounts Payable

DISCUSSION:

Accounts Payable Check Run 06/05/24/Hand Checks

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$1,311,753.19

BUDGET CODE:

Various

ATTACHMENTS:

1. Check Run 06.05.24
2. Handcheck list for 06.05.24 check run

Post Falls Check Approval



City of Post Falls

Packet: APPKT13011 - Check Run 06/05/24 05.29.24
Vendor Set: 01 - Vendor Set 01

Check Date: 5/29/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN14954	Cynthia Rowley				
APMWB	Check	BOND RELEASE - 4079 N. MAY ELLA		001-22115	2,000.00
Balance Sheet Accounts Total:					2,000.00
Dept: 411 Mayor & Council					
A510	AIC - Association of Id Cities				
APMWB	Check	YM200011505	AIC Spring District Meeting - Randy Westlund	001-411.0000.64010	50.00
		200011518	AIC Spring District Meeting - Samantha Steiger	001-411.0000.64010	50.00
Dept 411 Total:					100.00
Dept: 414 Finance					
C239	CMRS-FP				
APMWB	Check	5/21/2024	Postage for postage machine	001-414.0000.63070	2,000.00
V040	ODP Business Solutions				
APMWB	Check	364736158001	Return on Sticky notes from 366099332001	001-414.0000.63060	-5.87
Dept 414 Total:					1,994.13
Dept: 421 Police					
B160	Body By Scotty Towing				
APMWB	Check	2903	PD Impound Tow	001-421.0000.67170	165.00
		2465		001-421.0000.67170	125.00
C220	Coleman Oil Co				
APMWB	Check	CP-0129629	PD Gasoline	001-421.0000.64030	6,338.24
VEN14874	Debra J Salish				
APMWB	Check	24-68	Uniform Tailoring - Sporleder	001-421.4000.72000	30.00
		24-65	Uniform Tailoring - Morris	001-421.4000.72000	90.00
VEN06546	Findlay Chrysler Dodge Jeep Ram				
APMWB	Check	165118	PFPD157 - Water Pump & Coolant	001-421.0000.67100	324.58
F070	Fire Safety Specialists				
APMWB	Check	26671	PD Fire Extinguisher Service	001-421.0000.68010	259.45
G020	Galls, LLC				
APMWB	Electronic Funds Transf	027983799	New Hire Uniform - Zentgraf	001-421.4000.72000	40.98
		027983820		001-421.4000.72000	181.43
		027983818	New Hire Uniform - Essaulov	001-421.4000.72000	136.08
		027983798	New Hire Uniform - Morgan	001-421.4000.72000	40.98
		027983819		001-421.4000.72000	249.47
		027954171	New Hire Uniform - Sjolie	001-421.4000.72000	71.76
		027983797	New Hire Mace Holder	001-421.4000.72000	40.98
		027954156	New Hire Duty Belt	001-421.4000.72000	73.81
		027929568	New Hire Belt Keepers	001-421.4000.72000	30.36
		027954179	PD Brass Nameplates	001-421.4000.72000	35.67
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1152964	PFPD140 Tires	001-421.0000.67100	564.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5004593	PFPD108 SL-N-Cap	001-421.0000.67100	36.25
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11282159	911 Interpretation Services	001-421.0000.65030	33.90
L140	Lynn Peavey Company				
APMWB	Check	409802	Evidence Lift Tape Dispenser	001-421.0000.63060	69.06
N001	Napa Auto Parts				
APMWB	Check	3688-292245	PFPD Stock - Cabin Air Filters	001-421.0000.67100	26.64
		3688-293532	PFPD Stock Mutli Vehicle ATF's	001-421.0000.67100	111.02

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-292216	PFPD120 Fuel Pressure Valve	001-421.0000.67100	62.75
		3688-293395	PFPD100 - Battery Cables	001-421.0000.67100	196.79
		3688-293393	PFPD100 - Starter & Core Deposit	001-421.0000.67100	184.71
		3688-293226	PFPD114 Battery w Core Deposit	001-421.0000.67100	140.86
N120	NorMed				
APMWB	Check	72317	Evidence Supplies	001-421.0000.63060	115.75
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032049377	PFPD Stock - Shop Supplies	001-421.0000.67100	128.48
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	51337	Applicant PEP Testing	001-421.0000.62040	25.00
P310	Platt Electric Supply				
APMWB	Check	5D59656	PD IT Cable Toner	001-421.0000.63060	153.99
R251	Serights Ace Hardware				
APMWB	Check	355071/1	PD IT Tools	001-421.0000.63060	17.98
		354529/1	PD Shop - Disc 60G 4-1/2	001-421.0000.67100	23.38
		352054	PD Shop Supplies	001-421.0000.67100	31.21
VEN14946	Smarsh Inc				
APMWB	Check	INV-169619	M365 Email Journaling Service 3yr term	001-421.0000.66043	24,191.88
VEN14751	Tetiri, LLC				
APMWB	Check	43	Substation Rent - May 2024	001-421.0000.62040	1,480.50
B19740	The Blind Guy				
APMWB	Check	179419	Dispatch Window Coverings	001-421.0000.68010	371.00
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Check	INV-5763	New Hire Uniform - Brabender	001-421.4000.72000	704.67
		INV/2024/00348	Jumpsuit - Mack	001-421.4000.72000	485.24
T118	TPI Embroidery				
APMWB	Check	11216	Uniform Embroidery - Sanicola	001-421.4000.72000	27.48
		11209	Uniform Tailoring - Name Tapes	001-421.4000.72000	247.00
		11208	Uniform Embroidery - Borders	001-421.4000.72000	85.96
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transf	INV/2024/05/0424	New Hire Uniform - Tiffany	001-421.4000.72000	20.09
U040	United Electrical				
APMWB	Check	22663	PD Canopy Lights Repair	001-421.0000.68010	130.00
VEN14328	ZaccWorks				
APMWB	Check	2024-0522A	Website Monthly Maintenance June 2024	001-421.0000.66043	125.00
		2024-0522B	Monthly Server Maintenance June 2024	001-421.0000.66043	135.00
VEN03255	Ziply Fiber				
APMWB	Check	208-197-1699-0602	PD Internet	001-421.0000.65030	288.00
		208-777-7569-0714	PD Wifi	001-421.0000.65030	89.72
		208-197-0075-0408	PD Phones	001-421.0000.65030	1,147.53
Dept 421 Total:					39,684.63
Dept: 424 Legal					
V040	ODP Business Solutions				
APMWB	Check	368223199001	Office supplies-Legal	001-424.0000.63060	158.69
VEN14845	Smith & Malek, PLLC				
APMWB	Check	49942A	GVD Partners, LP/HWY 41 Borrow Pit	001-424.0000.62040	2,768.50
Dept 424 Total:					2,927.19
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0129629	PD Gasoline	001-427.0000.64030	310.85
Dept 427 Total:					310.85
Dept: 431 Streets					
VEN13294	Advanced Traffic Products, Inc				
APMWB	Check	37869	Red LED Bulbs - 12"	001-431.0000.68140	700.70
VEN05261	CDA PAVING				
APMWB	Check	95100	Dumping Asphalt/Gravel Mix	001-431.0000.68130	75.00
		95303	Dumping - Asphalt/gravel mixed	001-431.0000.68130	50.00
		95234	Dumping Asphalt/Gravel Mix	001-431.0000.68130	25.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN05260	Check	95153	Dumping - Asphalt/Gravel mix	001-431.0000.68130	25.00
APMWB	Check	CD202413274	2024 Pre-Season Ice Slicer	001-431.0000.68080	2,221.10
		CD202413269		001-431.0000.68080	2,825.30
		CD202413271		001-431.0000.68080	2,886.10
		CD202413273		001-431.0000.68080	2,937.40
		CD202413266		001-431.0000.68080	2,234.40
		CD202413275		001-431.0000.68080	2,965.90
		CD202413276		001-431.0000.68080	2,546.00
		CD202413267		001-431.0000.68080	2,943.10
		CD202413278		001-431.0000.68080	2,979.20
		CD202413268		001-431.0000.68080	2,992.50
		CD202413277		001-431.0000.68080	3,011.50
		CD202413270		001-431.0000.68080	3,041.90
		CD202413272		001-431.0000.68080	3,053.30
		CD202413265		001-431.0000.68080	2,950.70
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	4-567887	2024 Durapatch	001-431.0000.68090	474.50
		4-568516		001-431.0000.68090	422.50
I340	Interstate Concrete & Asphalt				
APMWB	Check	964917	1/2" SuperPave Comm	001-431.0000.68130	535.84
		964305	Patching material	001-431.0000.68130	476.00
		963050	Patch mix SP-75 1/2" 58-28 30% RAP	001-431.0000.68130	596.36
		963838	Patch material SP-75 1/2" 58-28 30% Rap	001-431.0000.68130	204.68
V040	ODP Business Solutions				
APMWB	Check	364921764001	Office Supplies-Streets	001-431.0000.63060	59.67
VEN08121	PacWest Machinery LLC				
APMWB	Check	30421104	Sweeper Brooms	001-431.0000.63520	3,600.00
VEN14951	Peak Sand & Gravel, Inc				
APMWB	Check	97944	3/8" chips	001-431.0000.68090	277.02
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	9145	3/8 & 1/2" Gyro chips	001-431.0000.68130	1,252.50
R251	Serights Ace Hardware				
APMWB	Check	355467/1	Denatured alcohol & solvent	001-431.0000.63260	47.68
		355502/1	Wastebasket	001-431.0000.68010	11.69
		355102/1	=Propane & Painters tools	001-431.0000.68090	53.22
		355159/1	Marking Paint	001-431.0000.68100	119.57
		355280/1	Ball Valve , Hose Barb	001-431.0000.68130	23.37
		355427/1	Marking Pens	001-431.0000.68130	35.96
		355299/1	Funnel	001-431.0000.68130	8.63
		355163/1	90 degree elbow 3/8IPS LF	001-431.0000.68130	6.29
		355286/1	Propane	001-431.0000.68130	63.74
		355175/1	Hose barb	001-431.0000.68130	11.68
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240103065-00	Single bolt flared leg brackets	001-431.0000.63260	191.10
T1195	Traffic Safety Supply Co, Inc.				
APMWB	Check	INV069855	Band-it Bands	001-431.0000.63260	154.26
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354110-R21	Spokane Street Rehab per contract with Wel	001-431.1811.95040	3,151.23
Dept 431 Total:					52,241.59
Dept: 433 Facility Maintenance					
D1165	Drains Plus Rooter and Septic				
APMWB	Check	98357	Drain clearing rotunda restroom CH	001-433.0000.68010	200.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	524008	paper supplies CH and PD	001-433.0000.63140	357.58
		524009	cheaning supplies	001-433.0000.63150	201.94
		524046	new vacuum	001-433.0000.63730	891.40
Dept 433 Total:					1,650.92

Dept: 434 Fleet Maintenance

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN02169	AutoZone				
APMWB	Check	3701371269	Tethered Fuel Cap	001-434.0000.63012	13.99
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4193094616	Fleet laundry & Rug Service	001-434.0000.63160	80.43
		4192370393	Fleet Laundry & Rugs	001-434.0000.63160	80.43
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	13469	Keys for S225	001-434.0000.63011	17.90
F145	Freightliner Northwest- Spokane				
APMWB	Check	PC001615619 01	Cab Blower Kit for new dump trucks	001-434.0000.63011	175.65
		PC001610620 01	Battery - S224	001-434.0000.63011	408.75
		PC001610930 01	Batteries - S224	001-434.0000.63011	-408.75
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5004571	Return of Motor - S123	001-434.0000.63011	-156.47
		5004470	Wiring harness & motor for S123	001-434.0000.63011	117.45
		5004515	Motor & Harness - S123	001-434.0000.63011	188.62
N001	Napa Auto Parts				
APMWB	Check	3688-293065	Filter Stock	001-434.0000.63011	20.50
		3688-293205	Blower Motor Assembly - S123	001-434.0000.63011	85.42
		3688-293065	Filter Stock	001-434.0000.63012	20.49
				001-434.0000.63013	17.56
		3688-293061	IMpact Wrench	001-434.0000.67090	379.00
VEN08121	PacWest Machinery LLC				
APMWB	Check	30420895	Replacement of hopper liners in Sweeper S5001	001-434.0000.67170	4,513.49
P1001	Pape Machinery				
APMWB	Check	7005569	Initial service of New Paver - S567	001-434.0000.67170	2,580.94
R060	Ragan Equipment Co.				
APMWB	Check	01-143254	Repair to P474	001-434.0000.67170	509.24
		01-143256	reapir of back pack blower	001-434.0000.67170	177.89
		01-143255	Repair of P473	001-434.0000.67170	75.00
Dept 434 Total:					8,897.53
Dept: 441 Urban Forestry					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	95229	Hose Fitting Repair on Spray Trailer	001-441.0000.67010	25.38
A365	American On-Site Services				
APMWB	Check	125478	Arbor Day Field Trip Portable	001-441.0000.63510	56.96
A497	Arrow Construction Supply, Inc				
APMWB	Check	394164	Culvert for PFCF Road	001-441.0000.62040	2,260.22
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	13449	Padlocks for PFCF Gates	001-441.0000.62040	166.05
		13447	PFCF Gate Keys	001-441.0000.62040	5.95
		13222	Padlock Keys	001-441.0000.67090	4.49
VEN03826	FMI Equipment				
APMWB	Check	SPK-104030	Trouble shooting chipper problem	001-441.0000.67010	164.84
VEN01373	Intermountain Sign & Safety				
APMWB	Check	18651	Aluminum Blanks for No Parking Signs	001-441.0000.67090	32.00
P032	International Society of Arboriculture Pacific Northwest Chapter				
APMWB	Check	200007371	Tree Appraisal Qualification Classes	001-441.0000.64020	3,000.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	954634	Community Forest W. Riverview Site Develo	001-441.0000.62040	246.00
VEN03875	Laird Plastics				
APMWB	Check	6505196	Polycarb for PFCF Map Kiosk	001-441.0000.62040	215.22
N210	Northland Nursery				
APMWB	Check	44525	Tree Potting Media	001-441.0000.68190	192.00
P27001	Pineview Horticultural Service				
APMWB	Check	28850	Native Seed for PFCF Access Road	001-441.0000.62040	150.00
		28530	Native Seed for PFCF	001-441.0000.62040	150.00
VEN06710	Robinson Nursery, Inc				
APMWB	Check	20253	Trees for Contract Tree Growing	001-441.0000.62040	9,101.00
R251	Serights Ace Hardware				
APMWB	Check	354893/1	Hardware for PFCF Gate	001-441.0000.62040	20.76

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	355137/1	Adehesive for PFCF Gate	001-441.0000.62040	6.83
		354981/1	Hardware for PFCF Gate	001-441.0000.62040	36.44
		354419/1	Volunteer Supplies	001-441.0000.63510	37.17
		353319/1	Clamps for Mini Excavator	001-441.0000.67010	32.30
		353938/1	Shovel & Zip Ties	001-441.0000.67090	33.28
VEN03968	Wilbur-Ellis Company - Spokane				
APMWB	Check	16330430	Herbicide	001-441.0000.62040	790.00
Dept 441 Total:					16,726.89
Dept: 442 Cemetery					
N001	Napa Auto Parts				
APMWB	Check	3688-263750	Oil	001-442.0000.67020	67.65
N210	Northland Nursery				
APMWB	Check	220000049249	Bark	001-442.0000.68180	132.00
		220000049817	bark	001-442.0000.68180	110.00
R1913	Rockhound Landscape Supply				
APMWB	Check	000001	sod	001-442.0000.68180	147.50
R251	Serights Ace Hardware				
APMWB	Check	355479/1	pipe	001-442.0000.68230	37.77
		355267/1		001-442.0000.68230	60.56
Dept 442 Total:					555.48
Dept: 443 Parks					
VEN04881	ADVANCED BARK BLOWING				
APMWB	Check	17440	EWf for Several Playgrounds	001-443.0000.68013	7,650.00
A365	American On-Site Services				
APMWB	Check	125257	Falls Portable Restroom	001-443.0000.65050	45.45
		125256	Tullamore Portable Restroom	001-443.0000.65050	30.45
VEN14428	Asphalt Pros USA				
APMWB	Electronic Funds Transf	160	Meadows Asphalt Patching	001-443.0000.68111	11,222.00
		158	Tullamore Park Asphalt patching	001-443.0000.68111	9,525.00
		153	Repair Section of Centennial Trail	001-443.0000.80140	21,731.88
		164	Crack fill & seal Centennial Trail	001-443.0000.80140	3,500.00
		209	Asphalt Patching at Q'emiln Park	001-443.1658.62330	10,686.00
A017	A-Tec, Inc.				
APMWB	Check	6164	Mag Locks for Lower Kiwanis	001-443.0000.94180	6,679.85
VEN05261	CDA PAVING				
APMWB	Check	94811	Sand for Volleyball Ct - Syringa	001-443.0000.68170	596.05
		94812	Sand for Volleyball Ct. - Corbin	001-443.0000.68170	586.75
		94874	Drain Rock for Woodbridge Project	001-443.0000.94180	171.45
C180	Central Pre Mix Concrete				
APMWB	Check	3757217	Rebar for Arboretum Sign	001-443.0000.63260	51.00
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S011899985.002	Plumbing Parts for restrooms	001-443.0000.68250	75.12
		S011899985.001	Plumbing Part	001-443.0000.68250	37.56
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	13470	Utility Key	001-443.0000.62180	92.55
		13062B	Repair to shop lock & lever	001-443.0000.62180	256.90
D1165	Drains Plus Rooter and Septic				
APMWB	Check	98368	Trailer Wave Vault Pumping	001-443.0000.65050	500.00
		98369	Sportsman Septic Pumping	001-443.0000.65050	500.00
		98365	Hastings House Septic Pumping	001-443.0000.65050	750.00
		98367	Community Forest Vault Pumped	001-443.0000.65050	500.00
		98356	Q'emiln East Restroom Septic Pumping	001-443.0000.65050	3,000.00
		98355	Septic Pumping of Q'emiln East Restrooms	001-443.0000.65050	1,500.00
		98354	Trailhead Septic Pumping	001-443.0000.65050	1,250.00
		98364	Corbin Restroom Septic Pumping	001-443.0000.65050	1,000.00
		98371	Septic pumped at BLM	001-443.0000.65050	1,000.00
F020	Fastenal Company				
APMWB	Check	IDCOE200364	Hardware for Stock	001-443.0000.67030	46.75
		IDCOE200189	9 Volt Batteries for Parks	001-443.0000.67030	74.73

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
H1957	Horizon				
APMWB	Electronic Funds Transf	7F014420	Irrigation Station for Greensferry Overpass	001-443.0000.68230	129.64
I340	Interstate Concrete & Asphalt				
APMWB	Check	963358	Concrete for Bike Station Repair	001-443.0000.68170	352.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0172783	Community Garden Bid Set Plan	001-443.0000.62040	2,790.70
VEN14913	LuckyDog Recreation				
APMWB	Check	ID0524-4457	Woodbridge Shelter	001-443.0000.94180	20,542.44
R1913	Rockhound Landscape Supply				
APMWB	Check	04.20.24	Gravel for Bike Repair Station Install	001-443.0000.68170	90.00
R251	Serights Ace Hardware				
APMWB	Check	355282/1	Hose & Nozzle for Cleaning	001-443.0000.63150	32.78
		355106/1	bits for White Pine Door Repair	001-443.0000.67030	26.41
		355292/1	Paint & Bolts for Syringa	001-443.0000.67050	9.35
		355068/1	Ball Valve for North Parks	001-443.0000.68230	37.79
		354979/1	Irrigation Parts for North Park	001-443.0000.68230	32.38
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	141670169-001	Irrigations Parts for North Parks	001-443.0000.68230	148.06
		141670600-001	Angle Valve North Parks	001-443.0000.68230	179.19
		141633754-001	Woodbridge Project Irrigation Parts	001-443.0000.94180	308.01
T11960	TraffiCorp				
APMWB	Check	11503	Centennial Trail Asphalt Repair	001-443.0000.80140	696.00
VEN13040	Turf Star Western				
APMWB	Check	INV018886	Mulching Baffle for P451	001-443.0000.66190	129.07
VEN08038	United Rentals (North America), Inc				
APMWB	Check	233501812-001	Trash pump to fill pond at Falls	001-443.1658.62330	244.00
		233501812-002	Trash Pump discharge for Falls Pond	001-443.1658.62330	189.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	524184	Compressed air for cleaning	001-443.0000.63150	66.28
Dept 443 Total:					109,062.59
Dept: 445 Recreation					
C175	Century Publishing Co, Inc.				
APMWB	Check	INV0148116	Summer Brochure Printing	001-445.0000.63210	7,168.17
V040	ODP Business Solutions				
APMWB	Check	367528687004	Office Supplies-Recreation	001-445.0000.63060	144.72
		368129273001		001-445.0000.63080	38.60
		368129089001		001-445.0000.63080	98.99
Dept 445 Total:					7,450.48
Dept: 451 Planning & Zoning					
V040	ODP Business Solutions				
APMWB	Check	367404100001	Office Supplies-Community Development	001-451.0000.63060	78.59
Dept 451 Total:					78.59
Dept: 452 Building Inspector					
V040	ODP Business Solutions				
APMWB	Check	367404100001	Office Supplies-Community Development	001-452.0000.63060	78.58
Dept 452 Total:					78.58
Dept: 453 Engineering					
V040	ODP Business Solutions				
APMWB	Check	367404100001	Office Supplies-Community Development	001-453.0000.63060	78.58
Dept 453 Total:					78.58
Dept: 481 Capital Improvements/Contracts					
VEN14850	Legacy Heating and Cooling				
APMWB	Check	19133679	PD Air Handler & Control Valves Inspection	001-481.0000.68395	1,350.00
VEN14698	Northern Pump & Electric				
APMWB	Check	1722	Pump & Install for City Hall Water Feature	001-481.0000.68390	6,841.98

Dept 481 Total: 8,191.98

Fund 001 Total: 252,030.01

Check Date: 5/29/2024

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Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name					
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	
Fund: 002 - COMPREHENSIVE LIABILITY						
Dept: 410 General Government Services						
B160	Body By Scotty Towing					
APMWB	Check	45517 A	Insurance Deductible for PFPD142 repairs	002-410.0000.62280	6,391.14	
Dept 410 Total:					6,391.14	
Fund 002 Total:					6,391.14	
Fund: 003 - PERSONNEL BENEFIT POOL						
Dept: 482 Personnel Pool						
VEN04994	Gallagher Benefit Services Inc.					
APMWB	Electronic Funds Transf	312560	May 2024 Benefits Consulting	003-482.0000.62040	2,500.00	
Dept 482 Total:					2,500.00	
Fund 003 Total:					2,500.00	
Fund: 007 - DRUG SEIZURE PROGRAM						
Dept: 425 Drug Seizure Program						
VEN14952	Magnet Forensics, LLC					
APMWB	Check	SIN068326	Graykey software renewal	007-425.0000.62040	11,820.00	
Dept 425 Total:					11,820.00	
Fund 007 Total:					11,820.00	
Fund: 008 - 911 SUPPORT						
Dept: 426 911 Support						
C410	Country Lock & Key, Inc.					
APMWB	Electronic Funds Transf	13308	PD Padlocks	008-426.0000.67020	29.95	
G116	Graybar Elecric Company, Inc.					
APMWB	Check	9336973734	911 - 8ft x 3.65in Wire Management	008-426.0000.66040	510.94	
VEN03255	Ziply Fiber					
APMWB	Check	208-197-1168-1110	E911 Line	008-426.0000.65031	122.00	
		208-197-1207-1110		008-426.0000.65031	122.00	
		208-197-1335-1102		008-426.0000.65031	122.00	
		208-197-0344-1110		008-426.0000.65031	675.00	
		208-197-1332-1110		008-426.0000.65031	122.00	
		208-197-0121-1110		008-426.0000.65031	122.00	
		208-197-0007-1110	E911 Lines	008-426.0000.65031	122.00	
		208-197-1328-1110	E911 Line	008-426.0000.65031	122.00	
		208-197-0199-1110		008-426.0000.65031	122.00	
		208-001-0385-1110	E911 Lines	008-426.0000.65031	71.88	
		208-001-0384-1110	E911 Line	008-426.0000.65031	1,326.88	
		208-197-0218-1110		008-426.0000.65031	122.00	
Dept 426 Total:					3,712.65	
Fund 008 Total:					3,712.65	
Fund: 011 - FACILITY BUILDING RESERVE						
Dept: 491 Facility Building Reserve						
VEN12372	Bernardo/Wills Architects, PC					
APMWB	Check	24530	City Hall Remodel Bernardo Will Invoice Apri0	011-491.1801.93163	16,251.52	
Dept 491 Total:					16,251.52	
Fund 011 Total:					16,251.52	
Fund: 037 - STREETS IMPACT FEES						
Dept: 431 Streets						

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0172775	0172775	037-431.0000.80290	30,042.00
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354090-025	41354090-025	037-431.0000.95136	11,504.56
		41354090-024	41354090-024	037-431.0000.95136	6,447.30
Dept 431 Total:					47,993.86
Fund 037 Total:					47,993.86
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN13635	Big Sky ID, Corp				
APMWB	Check	230428	Schedule A & B For Black Bay Park	038-443.0000.94070	209,382.89
VEN12724	Civitas, Inc				
APMWB	Check	26745	Black Bay Park Construction Bid Schedule B	038-443.0000.94070	11,078.75
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5879	Sports Complex LA design	038-443.0000.94230	1,588.75
Dept 443 Total:					222,050.39
Fund 038 Total:					222,050.39
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A424	Anatek Labs, Inc.				
APMWB	Check	2410693	Surface Water 4/3/2024	650-463.0000.68360	650.00
		2410695	Surface Water	650-463.0000.68360	565.00
VEN14632	Aquatic Informatics Inc				
APMWB	Check	108644	FY24 Aquatic Informatics Support	650-463.0000.66012	2,341.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4192370609	Uniforms	650-463.4000.72000	165.00
		4193094880	Uniforms	650-463.4000.72000	165.00
C3090	Columbia Electric Supply				
APMWB	Check	1120-1017801	Plug & Connection	650-463.0000.68025	287.21
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S011913012.001	Black Poly Tubing	650-463.0000.68025	373.20
VEN06984	Gravity Consulting, LLC				
APMWB	Check	24086	Gravity PCB surface water sampling	650-463.0000.68360	1,726.33
H1957	Horizon				
APMWB	Electronic Funds Transf	S206610	4" Slip Flx, PVC Cement	650-463.0000.68010	183.65
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0172893	Biosolids Hopper Improvements	650-463.3125.95520	1,546.88
N040	NCL of Wisconsin, Inc.				
APMWB	Check	503673	Lab Supplies	650-463.0000.63400	1,081.25
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5179824	Glass Microfiber Filters	650-463.0000.63400	255.16
		5179850	Tubing Silicone Pump 0.375X0.625IN 50FT	650-463.0000.63400	423.12
		5179582	Glass Microfiber Filters 934-AH	650-463.0000.63400	467.55
V040	ODP Business Solutions				
APMWB	Check	362683339001	Office Supplies-Water/WW	650-463.0000.63060	28.36
R251	Serights Ace Hardware				
APMWB	Check	355197/1	Hose Clamp	650-463.0000.68025	10.76
		355088/1	CONCRETE MIX FASTSET 50#	650-463.0000.68025	19.78
		355087/1	2" EMT 1H STRAP	650-463.0000.68025	31.00
		355463/1	WWTP Supplies	650-463.0000.68025	35.59
		355244/1	WW Shop Supplies	650-463.0000.68025	160.46
U145	USABlue Book				
APMWB	Check	INV00363209	Lab Supplies	650-463.0000.63400	194.29
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	524671	Q-TIPS COTTON SWABS 300/PK	650-463.0000.63400	17.60
		524538	Lab Supplies	650-463.0000.63400	277.64

Dept 463 Total: 11,005.83

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Check Date: 5/29/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
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Dept: 466 Wastewater - Collections

VEN14736	Cintas Corporation No. 3						
APMWB	Check		4192370609	Uniforms	650-466.4000.72000		165.01
			4193094880	Uniforms	650-466.4000.72000		165.01

R251	Serights Ace Hardware						
APMWB	Check		355436/1	JACK SURFACE MOUNT, WIRE THERM	650-466.0000.63006		13.16
			355125/1	WWTP Shop Supplies	650-466.0000.63330		79.62
			355100/1	CABLE PULLER 2 TON	650-466.0000.63330		51.29
			355103/1	LUG XTREME 6AWG 3/8"STUD	650-466.0000.68021		40.45

Dept 466 Total: 514.54

Dept: 467 Wastewater - Recycled Water

I340	Interstate Concrete & Asphalt						
APMWB	Check		954634	Community Forest W. Riverview Site Develo	650-467.3123.95520		246.00

Dept 467 Total: 246.00

Dept: 468 Wastewater - Surface Water

A090	Accurate Testing Labs LLC						
APMWB	Check		138308	Stormwater Monitoring	650-468.0000.68360		300.00
N1760	North Idaho Hydroseeding, Inc						
APMWB	Check		16857	1,401 Sq. Ft. Dura Turf Greensferry & 16th	650-468.0000.68380		450.00
R251	Serights Ace Hardware						
APMWB	Check		355126/1	MAX STRNG CONST ADHS 9OZ	650-468.0000.68380		57.56
			355346/1	Lawn supplies	650-468.0000.68380		123.25

Dept 468 Total: 930.81

Fund 650 Total: 12,697.18

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf		0172894	WRF Facility Plan Study April 2024	651-463.3209.95500		4,282.93
			0172895	Tertiary Upgrade J-U-B Invoice April 2024	651-463.3213.90015		111,374.14

Dept 463 Total: 115,657.07

Fund 651 Total: 115,657.07

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf		0173088	12th Ave FM J-U-B Invoice April 2024	652-463.3228.95520		11,433.90
VEN11676	Keller Associates, Inc						
APMWB	Check		0241128	12th Ave FM Keller Invoice April 2024	652-463.3228.95520		2,470.08
VEN14957	Sonray Enterprises LLC						
APMWB	Check		12th Ave FM Pay App	12th Ave FM Phase 1 Pay App #1 May 2024	652-463.3228.95520		471,198.16
S580	Strata						
APMWB	Check		CD2400613-IN	Corbin LS Strata Invoice April 2024	652-463.3234.95520		4,510.00

Dept 463 Total: 489,612.14

Fund 652 Total: 489,612.14

Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN07913	CANNON HILL						
APMWB	Check		105590	brush	700-461.0000.65050		72.00
K100	Kootenai County Solid Waste						
APMWB	Check		10-30289/09-94044	General Refuse	700-461.0000.65050		31.85

Dept 462 Total: 103.85

Fund 700 Total: 103.85

Packet: APPKT13011 - Check Run 06/05/24 05.29.24

Check Date: 5/29/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 750 - WATER OPERATING							
Dept: 462 Water Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check			138420	Coliform Presence/Absent	750-462.0000.68360	150.00
				138505		750-462.0000.68360	150.00
B025	Backflow Assembly Testing & Supply						
APMWB	Check			S5152401	Midwest 845-5 Gauge	750-462.0000.63280	1,060.81
VEN05261	CDA PAVING						
APMWB	Check			94995	3/4" Minus Crushed Base	750-462.0000.63280	159.68
				94930		750-462.0000.63280	82.51
C360	Consolidated Supply Co.						
APMWB	Electronic Funds Transfr			S011903557.001	Meter Box Extension & Cover	750-462.0000.63280	947.83
				S011888362.002	Meter Dual Check Valve	750-462.0000.63280	923.71
H215	Core & Main LP						
APMWB	Check			U843129	Valve Box Riser	750-462.0000.63280	1,953.80
C410	Country Lock & Key, Inc.						
APMWB	Electronic Funds Transfr			13444	Shop Keys for Justin	750-462.0000.63280	86.45
VEN14305	General Pacific, Inc						
APMWB	Electronic Funds Transfr			CM0004983	Orion M Endpoint, Under the Lid Kit	750-462.0000.63280	-8,740.00
				1489047	10' Lead, Twist Tight Connector	750-462.0000.63280	-6,946.00
				1493417	Orion Under Lid	750-462.0000.63280	1,300.00
				1491416	2" Meter HRE 8 Dial	750-462.0000.63280	13,040.00
				1492755	1" Meter M55, USG	750-462.0000.68235	2,010.00
G098	Grainger						
APMWB	Check			9118541458	INVERTER,120V AC OUTPUT VOLTAGE,4.	750-462.0000.63280	559.70
				9116962466	Pipe Wrench & Battery Pack	750-462.0000.63280	831.30
H1957	Horizon						
APMWB	Electronic Funds Transfr			2S208074	375 Wilkins Backflow	750-462.0000.63280	1,277.10
VEN05270	Idaho Washington Aquifer Collaborative, Inc						
APMWB	Check			2024-12	IWAC 2024 Dues	750-462.0000.62060	1,000.00
N107	Norlift Inc						
APMWB	Electronic Funds Transfr			20081932	Bins For Justin's Truck W115	750-462.0000.63280	204.38
V040	ODP Business Solutions						
APMWB	Check			362537489001	Office Supplies-Water/WW	750-462.0000.63060	56.62
P310	Platt Electric Supply						
APMWB	Check			5D37813	Chainsaw Kit	750-462.0000.63280	499.00
				5E44925	6-1/2 Cirsaw	750-462.0000.63280	200.20
R251	Serights Ace Hardware						
APMWB	Check			355167/1	NIPPLE GALV 1.5"X6"	750-462.0000.63280	-6.83
				355213/1	NIPPLE GALV	750-462.0000.63280	23.36
				355165/1	Water Shop Supplies	750-462.0000.63280	64.71
				355193/1		750-462.0000.63280	152.39
Dept 462 Total:							11,040.72
Fund 750 Total:							11,040.72
Fund: 753 - WATER CAPITAL							
Dept: 462 Water Operating							
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transfr			0171437	Well House 11 JUB Invoice February 2024	753-462.3224.95550	7,526.78
Dept 462 Total:							7,526.78
Fund 753 Total:							7,526.78
Report Total:							1,199,387.31



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	2,000.00
	001-411.0000.64010	100.00
	001-414.0000.63060	-5.87
	001-414.0000.63070	2,000.00
	001-421.0000.62040	1,505.50
	001-421.0000.63060	356.78
	001-421.0000.64030	6,338.24
	001-421.0000.65030	1,559.15
	001-421.0000.66043	24,451.88
	001-421.0000.67100	1,830.67
	001-421.0000.67170	290.00
	001-421.0000.68010	760.45
	001-421.4000.72000	2,591.96
	001-424.0000.62040	2,768.50
	001-424.0000.63060	158.69
	001-427.0000.64030	310.85
	001-431.0000.63060	59.67
	001-431.0000.63260	393.04
	001-431.0000.63520	3,600.00
	001-431.0000.68010	11.69
	001-431.0000.68080	39,588.40
	001-431.0000.68090	1,227.24
	001-431.0000.68100	119.57
	001-431.0000.68130	3,390.05
	001-431.0000.68140	700.70
	001-431.1811.95040	3,151.23
	001-433.0000.63140	357.58
	001-433.0000.63150	201.94
	001-433.0000.63730	891.40
	001-433.0000.68010	200.00
	001-434.0000.63011	449.07
	001-434.0000.63012	34.48
	001-434.0000.63013	17.56
	001-434.0000.63160	160.86
	001-434.0000.67090	379.00
	001-434.0000.67170	7,856.56
	001-441.0000.62040	13,148.47
	001-441.0000.63510	94.13
	001-441.0000.64020	3,000.00
	001-441.0000.67010	222.52
	001-441.0000.67090	69.77
	001-441.0000.68190	192.00
	001-442.0000.67020	67.65
	001-442.0000.68180	389.50
	001-442.0000.68230	98.33
	001-443.0000.62040	2,790.70
	001-443.0000.62180	349.45
	001-443.0000.63150	99.06
	001-443.0000.63260	51.00
	001-443.0000.65050	10,075.90
	001-443.0000.66190	129.07
	001-443.0000.67030	147.89
	001-443.0000.67050	9.35
	001-443.0000.68013	7,650.00
	001-443.0000.68111	20,747.00
	001-443.0000.68170	1,624.80

	001-443.0000.68230	527.06
	001-443.0000.68250	112.68
	001-443.0000.80140	25,927.88
	001-443.0000.94180	27,701.75
	001-443.1658.62330	11,119.00
	001-445.0000.63060	144.72
	001-445.0000.63080	137.59
	001-445.0000.63210	7,168.17
	001-451.0000.63060	78.59
	001-452.0000.63060	78.58
	001-453.0000.63060	78.58
	001-481.0000.68390	6,841.98
	001-481.0000.68395	1,350.00
	Fund 001 Total:	252,030.01
002 - COMPREHENSIVE LIABILITY		
	002-410.0000.62280	6,391.14
	Fund 002 Total:	6,391.14
003 - PERSONNEL BENEFIT POOL		
	003-482.0000.62040	2,500.00
	Fund 003 Total:	2,500.00
007 - DRUG SEIZURE PROGRAM		
	007-425.0000.62040	11,820.00
	Fund 007 Total:	11,820.00
008 - 911 SUPPORT		
	008-426.0000.65031	3,171.76
	008-426.0000.66040	510.94
	008-426.0000.67020	29.95
	Fund 008 Total:	3,712.65
011 - FACILITY BUILDING RESERVE		
	011-491.1801.93163	16,251.52
	Fund 011 Total:	16,251.52
037 - STREETS IMPACT FEES		
	037-431.0000.80290	30,042.00
	037-431.0000.95136	17,951.86
	Fund 037 Total:	47,993.86
038 - PARKS IMPACT FEES		
	038-443.0000.94070	220,461.64
	038-443.0000.94230	1,588.75
	Fund 038 Total:	222,050.39
650 - RECLAIMED WATER OPERATING		
	650-463.0000.63060	28.36
	650-463.0000.63400	2,716.61
	650-463.0000.66012	2,341.00
	650-463.0000.68010	183.65
	650-463.0000.68025	918.00
	650-463.0000.68360	2,941.33
	650-463.3125.95520	1,546.88
	650-463.4000.72000	330.00
	650-466.0000.63006	13.16
	650-466.0000.63330	130.91
	650-466.0000.68021	40.45
	650-466.4000.72000	330.02
	650-467.3123.95520	246.00
	650-468.0000.68360	300.00
	650-468.0000.68380	630.81
	Fund 650 Total:	12,697.18
651 - RECLAIMED WATER CAPITAL - WWTP		
	651-463.3209.95500	4,282.93
	651-463.3213.90015	111,374.14
	Fund 651 Total:	115,657.07
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3228.95520	485,102.14
	652-463.3234.95520	4,510.00
	Fund 652 Total:	489,612.14
700 - SANITATION		
	700-461.0000.65050	103.85

		Fund 700 Total:	103.85
750 - WATER OPERATING			
	750-462.0000.62060		1,000.00
	750-462.0000.63060		56.62
	750-462.0000.63280		7,674.10
	750-462.0000.68235		2,010.00
	750-462.0000.68360		300.00
		Fund 750 Total:	11,040.72
753 - WATER CAPITAL			
	753-462.3224.95550		7,526.78
		Fund 753 Total:	7,526.78
		Report Total:	1,199,387.31

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK F

5/17/2024	\$655.07	96589 AT&T Mobility	Pay Before Due Date
5/17/2024	\$547.52	96590 AT&T Mobility	Pay Before Due Date
5/17/2024	\$10,856.09	96591 AVISTA Utilities	Pay Before Due Date
5/17/2024	\$16.94	96592 Charter Communications	Pay Before Due Date
5/17/2024	\$14.97	96593 Charter Communications	Pay Before Due Date
5/17/2024	\$117.00	96594 Kootenai County Solid Waste	Pay Before Due Date
5/14/2024	\$84.16	96595 Zply Fiber	Pay Before Due Date
5/28/2024	\$79.79	96601 AT&T Long Distance	Pay Before Due Date
5/28/2024	\$154.98	96602 Charter Communications	Pay Before Due Date
5/28/2024	\$139.98	96603 Charter Communications	Pay Before Due Date
5/28/2024	\$2,191.25	96604 Kootenai County Solid Waste	Pay Before Due Date
5/28/2024	\$33.62	99605 Kootenai Electric	Pay Before Due Date
5/28/2024	\$366.69	96606 Ricoh USA Inc.	Pay Before Due Date
5/28/2024	\$545.37	96607 Verizon Wireless	Pay Before Due Date
5/28/2024	\$89.25	96608 Zply Fiber	Pay Before Due Date
5/28/2024	\$48,236.60	96609 Robideaux Motors Inc	Truck ready for P/U
5/28/2024	\$48,236.60	96610 Robideaux Motors Inc	Truck ready for P/U
	\$112,365.88		

RUN 06.05.24

650-466.0000.65030

650-463.0000.65030

Various

001-417.0000.63080

001-443.0000.65030

700-461.0000.65050

650-463.0000.65030

001-431.0000.65030

001-442.0000.65030

001-412.0000.65040

Various

001-443.0000.6521

001-445.0000.66050

Various

001-445.0000.65030

001-431.0000.90010

650-466.0000.90010

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/4/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: Acceptance of Property - Rights-Of-Way and Easement - Prairie/Zorros Roundabout

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature to accept grants of rights-of-way and a sidewalk, drainage and utility easement from Syringa Land Acquisition, LLC. associated with the Prairie / Zorros Roundabout.

DISCUSSION:

Prairie Crossing Center, LLC. previously entered into an agreement with the City of Post Falls to dedicate rights-of-way and easement to accommodate the Prairie / Zorros Roundabout. Syringa Land Acquisition now owns the property in the southwest corner of the Prairie Avenue and Zorros Road intersection. The granting of rights-of-way and easements at this time allows for the completion of the Prairie / Zorros Roundabout and accommodates the completion of Prairie Avenue widening by the Post Falls Highway District and City of Post Falls (Joint Grant project in design) anticipated for construction in 2028. The dedications being made conform with the conditions of the previous agreement.

There are no costs associated with the acquisition of the easement. Incurred additional maintenance costs upon completion of the project will be equivalent to the costs incurred with the development of any project in conformance to the City's adopted frontage improvement standards.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 27, 2023 – Right of Way Dedication Agreement for Future Roundabout at Prairie Ave and Zorros Rd with Prairie Crossing Center, LLC (Consent Calendar – Item D).

APPROVED OR DIRECTION GIVEN:

Approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Syringa Grant of Easement
2. Syringa ROW

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Hawley Troxell Ennis & Hawley, LP
Attn: M. Gregory Embrey
608 Northwest Blvd., Ste. 300
Coeur d'Alene, Idaho 83814

(Space Above for Recorder's Use)

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Syringa Land Acquisition, LLC, hereinafter "Grantor," whose address is 6116 Executive Blvd., Ste. 205, Rockville, MD 20852-4934, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledge, does hereby grant 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 sidewalk, utility and drainage over, under, upon and across the following described property (the "Easement"), to wit:

THAT PART OF TRACT 7, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 'C', PAGE 78, RECORDS OF KOOTENAI COUNTY IDAHO, LOCATED IN THE NORTHWEST 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 NORTHWEST CORNER OF SAID SECTION 30, THENCE SOUTH 88°29'54" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1276.68 FEET TO A POINT ON THE NORTHERLY EXTENDED WEST LINE OF ZORROS ROAD RIGHT OF WAY ACCORDING TO THAT CERTAIN DOCUMENT RECORDED UNDER INSTRUMENT #2167718000, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE SOUTH 01°01'20" WEST ALONG THE NORTHERLY EXTENDED WEST LINE OF SAID ZORROS ROAD RIGHT OF WAY, 96.45 FEET; THENCE NORTH 38°10'39" WEST 15.82 FEET, TO A POINT ON THE WEST LINE OF THAT CERTAIN 10 FOOT WIDE EASEMENT RECORDED UNDER INSTRUMENT NUMBER 2167718000, RECORD OF KOOTENAI COUNTY, IDAHO, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 38°10'39" WEST 18.55 FEET, TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN 15 FOOT WIDE EASEMENT RECORDED UNDER INSTRUMENT NUMBER 2167718000, RECORD OF KOOTENAI COUNTY, IDAHO; THENCE SOUTH 88°29'54" EAST 11.73 FEET; THENCE SOUTH 01°01'20" WEST 14.28 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 84 SQUARE FEET, MORE OR LESS.

AS DEPICTED IN THE ATTACHED EXHIBIT A.

1. **TO HAVE AND TO HOLD** said Easement for public sidewalk, utility and drainage purposes so long as the same shall be used, operated and maintained as such. Grantor herein expressly limit the grant of this Easement to their interest, and that of their successors, in that portion of the parcel of land over, under, upon and across which said Easement lies.
2. Upon completion of Grantee's construction of any facilities or improvements in the area subject to the Easement, Grantee, at its sole cost and expense, shall restore Grantor's property to substantially the same condition as existing or on the date of this Easement, notwithstanding the constructed facilities or improvements.
3. To the fullest extent permitted by law, Grantee hereby releases Grantor, its members, officers, employees, contractors, agents and/or representatives, and covenants not to bring suit and agrees to indemnify, defend, and hold harmless Grantor, its members, officers, employees, contractors, agents, and/or representatives from any and all claims, costs, judgements, awards, or liability to any party, including attorney's fees and costs, to the extent arising from the negligent or intentional acts of Grantee or its agents and from Grantee's: i) installation, use, operation, maintenance, repair, interruption of service, or removal of the facilities and improvements within the area subject to the Easement; ii) violation or breach of, or the failure of Grantee to fully and completely observe and satisfy, any term or condition of this Easement; or iii) violation of any law affecting this Easement, the property, or the use thereof by the Grantee.
4. Grantee shall take all steps necessary to avoid the filing of any mechanics' or materialmen's liens against the property. In the event any such liens are filed against the property, Grantee shall cause the same to be promptly paid, discharged, released, and satisfied and/or bonded around.
5. This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. In the event of a default, after ten (10) days' written notice and opportunity to cure, the non-defaulting party may affect a cure at the defaulting party's expense and shall have all rights and remedies available at law or in equity. If a suit, action, or other proceeding arising out of or related to this Easement is instituted by any party, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees. This section shall survive and remain enforceable notwithstanding any rescission of this Agreement or a determination by a Court of competent jurisdiction that all or any of the remainder of the same is void, illegal, or against public policy.
7. This Easement shall be construed and enforced in accordance with the laws of the State of Idaho.
8. This Easement may not be modified, amended or changed without mutual agreement of the parties set forth in writing.

(Signatures Begin on Following Page)

DATED AND DONE this 15th day of May, 2024.

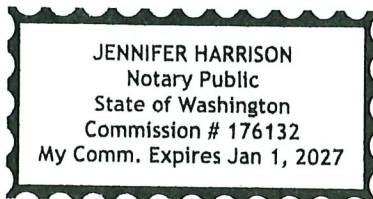
Howard Vogel
Howard Vogel, Director
Syringa Land Acquisition, LLC

ACKNOWLEDGMENT

STATE OF Washington)
County of Pierce) :ss

On this 15th day of May, 2024, before me, a Notary Public in and for said state, personally appeared **Howard Vogel** known or identified to me to be the **Director** of **Syringa Land Acquisition, LLC**, the limited liability company that executed this instrument, or the person who executed the instrument on behalf of said company and acknowledged to me that they 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 Harrison
Notary Public for the state of Washington
Residing at: Pierce County
Commission Expires: 1-1-2027

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:

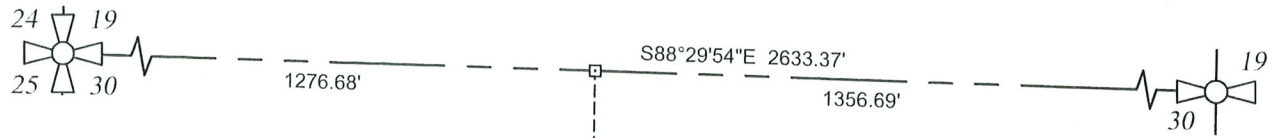
Shannon Howard, City Clerk

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:_____



PRAIRIE AVENUE

15' SIDEWALK, DRAINAGE
AND UTILITY EASEMENT
INSTRUMENT #2167719000

TRACT 7

POINT OF
BEGINNING

S88°29'54"E

19.49'

19.49'

11.73'

N38°10'39"W

18.55'

53.86'

14.28'

23.73'

15.82'

84 S.F.

10' SIDEWALK, DRAINAGE
AND UTILITY EASEMENT
INSTRUMENT #2167719000

17.72'

N38°10'39"W

14.56'

23.03'

129 S.F.

S1°01'20"W

55.00'

S88°29'54"E

2633.37'

1356.69'

1276.68'

55.00'

17.72'

N38°10'39"W

14.56'

23.03'

129 S.F.

S1°01'20"W

55.00'

S88°29'54"E

2633.37'

1356.69'

1276.68'

55.00'

17.72'

N38°10'39"W

14.56'

23.03'

129 S.F.

S1°01'20"W

55.00'

S88°29'54"E

2633.37'

1356.69'

1276.68'

55.00'

S88°29'54"E

40' EXISTING RIGHT OF WAY
INSTRUMENT #2167718000

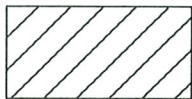
ZORROS ROAD

40'

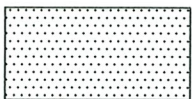
TRACT 6

LEGEND

- ◆ SET 1/2" REBAR AND PLASTIC CAP P.L.S. 9367
- CALCULATED POSITION NOTHING FOUND OR SET



NEW RIGHT OF WAY



NEW EASEMENT



EXHIBIT A - ZORROS ROAD EASEMENT

PORTION OF TRACT 7, POST FALLS IRRIGATED TRACTS
LOCATED IN THE NW 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN. CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED:	DRAFTED BY: DTL	PLOT DATE: 03/29/2024	SHEET
FILE NAME: 21-289 ROUNDABOUT	CHECKED BY: CJJ	PROJECT No.: 21-289	1/1

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

GRANT OF RIGHT-OF-WAY

KNOWN ALL MEN BY THESE PRESENTS, that Howard Vogel, Director of Syringa Land Acquisition, LLC, 6116 Executive Blvd #205, Rockville, MD 20852, 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:

THAT PART OF TRACT 7, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 'C', PAGE 78, RECORDS OF KOOTENAI COUNTY IDAHO, LOCATED IN THE NORTHWEST 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 NORTHWEST CORNER OF SAID SECTION 30, THENCE SOUTH 88°29'54" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1276.68 FEET TO A POINT ON THE NORTHERLY EXTENDED WEST LINE OF ZORROS ROAD RIGHT OF WAY ACCORDING TO THAT CERTAIN DOCUMENT RECORDED UNDER INSTRUMENT #2167718000, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE SOUTH 01°01'20" WEST ALONG THE NORTHERLY EXTENDED WEST LINE OF SAID ZORROS ROAD RIGHT OF WAY, 55.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE AND THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 01°01'20" WEST 17.72 FEET;
THENCE NORTH 38°10'39" WEST 23.03 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE;
THENCE SOUTH 88°29'54" EAST 14.56 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 129 SQUARE FEET, MORE OR LESS.

See attached "Exhibit A"

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 Syringa Land Acquisition, LLC the Grantors have caused this instrument to be executed this 15th day of May, 2024.

Howard Vogel
Howard Vogel, Director
Syringa Land Acquisition, LLC

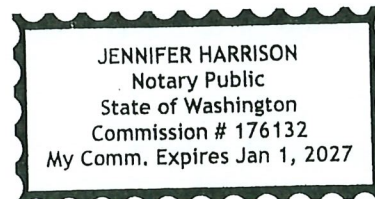
ACKNOWLEDGMENT

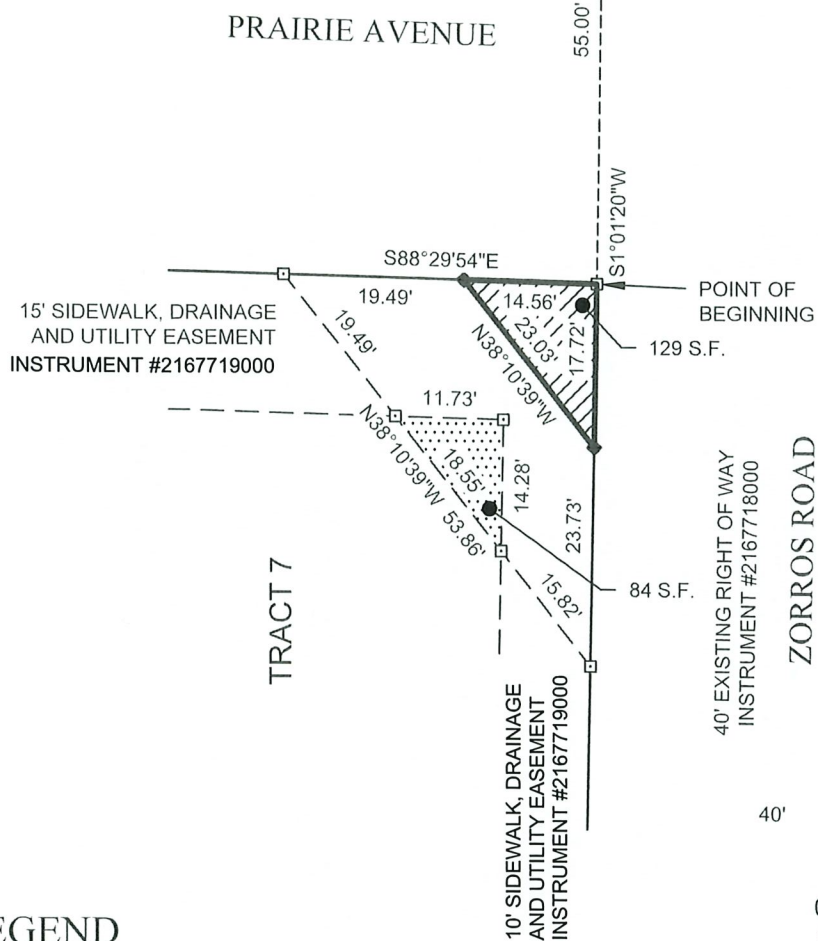
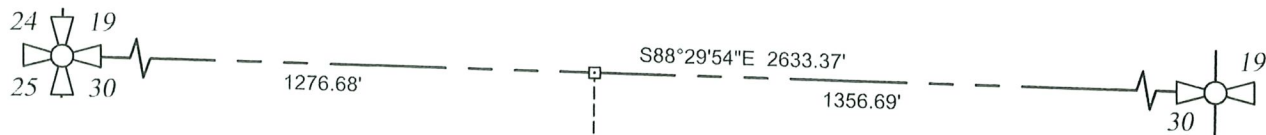
STATE OF Washington
County of Pierce)
:SS

On this 15th day of May, 2024, before me personally appeared Howard Vogel, 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.

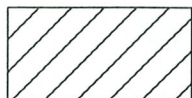
Jennifer Harrison
Notary Public for the State of Washington
Residing at: Pierce County
My Commission Expires: 1-1-2027



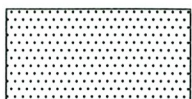


LEGEND

- ◆ SET 1/2" REBAR AND PLASTIC CAP P.L.S. 9367
- CALCULATED POSITION NOTHING FOUND OR SET



NEW RIGHT OF WAY



NEW EASEMENT



EXHIBIT A - ZORROS ROAD RIGHT OF WAY

PORTION OF TRACT 7, POST FALLS IRRIGATED TRACTS
LOCATED IN THE NW 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN. CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

DATE SURVEYED:

DRAFTED BY: DTL

PLOT DATE: 01/12/2024

SHEET

FILE NAME: 21-289 ROUNDABOUT

CHECKED BY: CJJ

PROJECT No.: 21-289

1
1

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/4/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ethan Porter, Associate Planner
SUBJECT: Arche Annexation Grant of Easement

ITEM AND RECOMMENDED ACTION:

Review and sign the grant of easement associated with the Arche Annexation (ANNX-23-4) proposal.

DISCUSSION:

Planning and Zoning recommended approval for the Arche Annexation zoning request at the January 9th public hearing. Arche Annexation (ANNX-23-4) was approved by City Council on March 19th, to be annexed into the City with a zoning designation of Community Commercial Services (CCS). Part of the conditions for annexation is to provide an easement along E. Seltice Way.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On March 19th, the City Council approved the annexation and zoning request.

APPROVED OR DIRECTION GIVEN:

Approved to annex the proposed Arche Annexation (ANNX-23-4) with the zoning district of CCS.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Arche Annexation Grant of Easement

GRANT OF EASEMENT

Arche Annexation

E. Seltice Way

File No. ANNX-23-4

KNOW ALL MEN BY THESE PRESENTS that, **Arche Idaho, LLC, an Idaho Corporation;** herein after termed “Grantors”, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

A PORTION OF TAX NUMBER 20105 LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6 BEING A FOUND 2.5” ALUMINUM CAP P.L.S. 17263 FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 6 BEARS SOUTH 0°10’05” WEST A DISTANCE OF 2666.99 FEET; THENCE, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 6 SOUTH 0°10’05” WEST A DISTANCE OF 22.05 FEET; THENCE, NORTH 78°30’35” EAST A DISTANCE OF 88.06 FEET; THENCE, SOUTH 87°34’53” EAST A DISTANCE OF 1020.57 FEET; THENCE, SOUTH 0°13’54” EAST A DISTANCE OF 899.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SELTICE WAY SAID POINT BEING THE **TRUE POINT OF BEGINNING.**

THENCE, FOLLOWING SAID NORTH RIGHT-OF-WAY ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 5675.74’, AN ARC LENGTH OF 664.68 FEET, A DELTA ANGLE OF 6°42’36”, AND A CHORD THAT BEARS NORTH 75°26’32” WEST A DISTANCE OF 664.30 FEET;

THENCE, NORTH 72°05’14” WEST A DISTANCE OF 34.36 FEET;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY OF SELTICE WAY NORTH 0°10’33” EAST A DISTANCE OF 15.75 FEET;

THENCE, SOUTH 72°05’14” EAST A DISTANCE OF 39.16 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 5660.74 FEET, AN ARC LENGTH OF 659.89 FEET, A DELTA ANGLE OF 6°40’45”, AND A CHORD THAT BEARS SOUTH 75°25’37” EAST A DISTANCE OF 659.52 FEET;

THENCE, SOUTH 0°13'54" EAST A DISTANCE OF 15.30 FEET TO THE **TRUE POINT OF BEGINNING**.

As further depicted in the attached **Exhibit A**

TO HAVE AND TO HOLD said easement for public sidewalk, storm water drainage and utilities purposes so long as the same shall be used, operated and maintained as such. The Grantors herein expressly limits the grant and quitclaim of this easement to its respective interest, and that of its successors, in that parcel of land over, under, upon and across which said easement lies.

In witness whereof, the Grantor has caused this instrument to be executed this ____ day of _____, 20__.

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Arche Idaho, LLC

By _____
Dustin Grant, Managing Manager

ACKNOWLEDGEMENTS

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**, 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: _____

STATE OF IDAHO)

:SS

County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary for the State of Idaho, personally appeared **Dustin Grant**, known, or identified to me to be the **Managing Member** of **Arche Idaho, LLC**, an Idaho Corporation, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Arche Idaho, LLC** and that he is duly authorized to do 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: _____

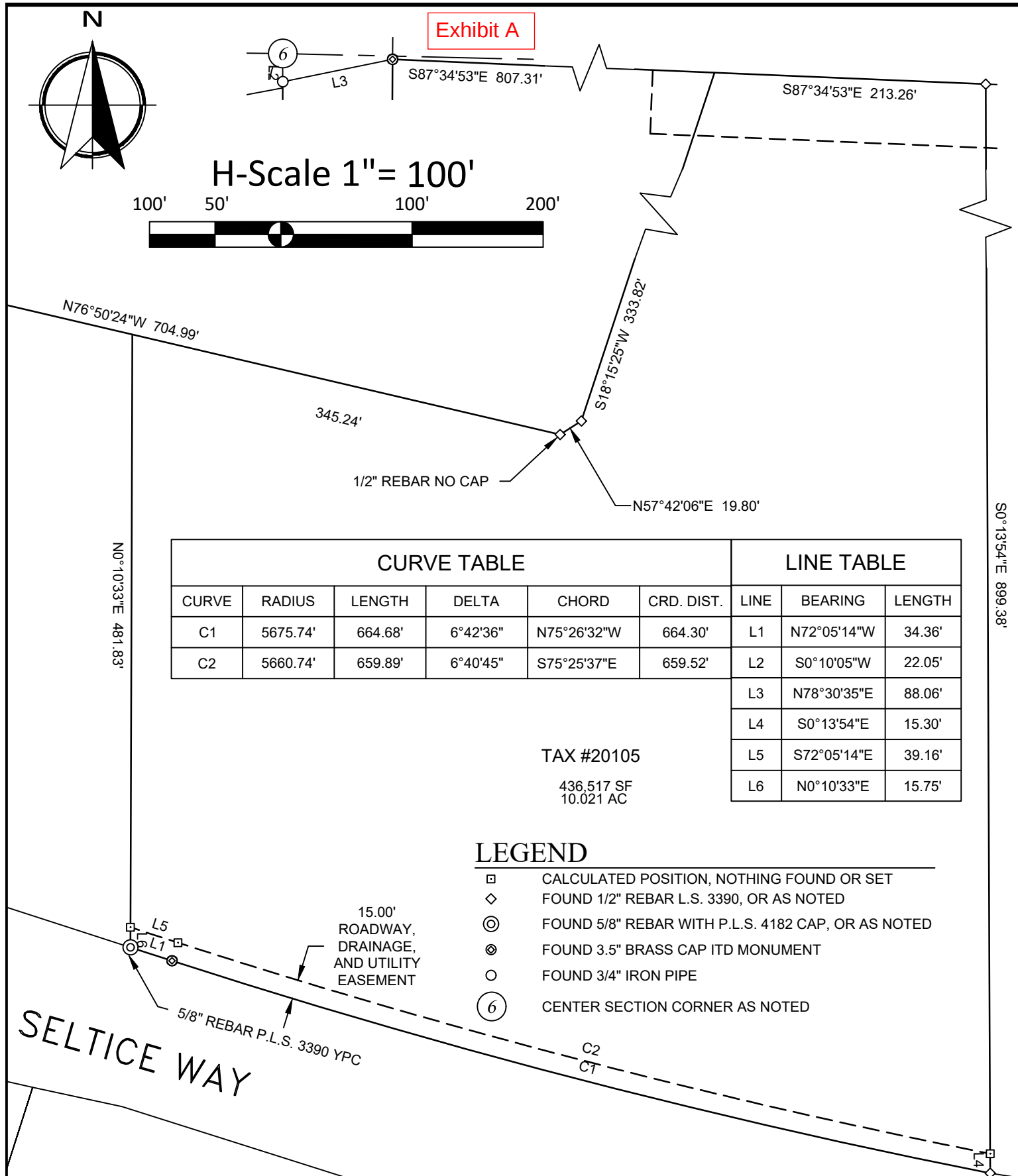


EXHIBIT "A"

SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

DATE SURVEYED: DEC 2022

DRAFTED BY: ERH

PLOT DATE: 12/14/2023

SHEET

FILE NAME: 22-304

CHECKED BY: CJJ

PROJECT No.: 22-304

1 / 1

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 6/4/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: Contract Amendment for WRF Hopper Modifications Project

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the contract amendment with JUB Engineers for the Biosolids Hopper Improvements Project.

DISCUSSION:

The Biosolids Hopper Improvements Project was originally limited in scope to utilize informal bidding procedures. Bids all came in well in excess of the informal bid threshold and Council rejected all bids for the initial project. This contract amendment will increase the scope of the project to include needed replacement of the bark and wood chips used in the Biofilter Odor Control system and, if approved, the project will be rebid following normal competitive bidding procedures.

City staff will return with a construction contract after the project is bid which will cover the physical construction of the improvements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

May 7, 2024 - Solids Hopper Rehabilitation - Rejection of Bids
December 5, 2023 – Solids Hopper Rehabilitation – Construction Management Services
December 5, 2023 – Solids Hopper Rehabilitation – Knife Gate Valve Purchase

APPROVED OR DIRECTION GIVEN:

Approved by Council

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

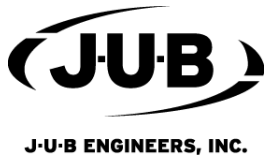
\$52,790

BUDGET CODE:

650-463.3125.95520

ATTACHMENTS:

1. AAS-2 Biofilter Media Replacement Add'l Services



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES
Authorization for Contract Amendment

CLIENT: City of Post Falls

Project Name: Post Falls Water Reclamation Facility - Biosolids Hopper Improvements

J-U-B Project Number: 20-23-033

1. *Amendments.* The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated April 11, 2023. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the additional services to be authorized under this amendment are described as follows:

The biosolids hopper improvements project was bid with an anticipated construction cost of less than \$200,000 as permitted in IDAPA 67-2805. Three bids were received, all in excess of this amount and were reviewed and rejected by the City.

This scope of work generally consists of operation and maintenance improvements to an existing piece of equipment, not a facility upgrade and therefore should not require IDEQ review and approval (reference IDAPA 58.01.16.411.01).

This amendment authorizes the repackaging of the project to including the Design, Re-Bidding Support, and associated Construction Administration Support services for improvements to incorporate the biofilter odor control system modifications into the original project. The Scope of Work generally includes:

Task 010 – Final Design Coordination (Authorized with this AAS)

- Design of Plans and Specifications for Contractor removal and disposal of the spent media,
- Design of replacement compost odor control biofilter media, and
- Design of repairs to the upper horizontal portion of the air-plenum piping (replacement) within the media and rock underdrain.

Task 020 – Bidding and CMS Services (Authorized with this AAS)

This amendment authorizes the costs associated the biofilter odor control design additions, re-packaging the Contract Documents and re-bidding the project and associated impacts to the construction management support services associated for the additional biofilter odor control scope of work.

Task 040 – Supplemental Resident Project Representative (*Not Authorized with this AAS*)

To be Authorized by Owner in writing if required to support project activities. T&M Estimate for RPR support for 3 weeks at 20-hour per week to supplement existing scope of work for observation of construction activities.

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

NA
Name

NA
Date

3. *Payment for Amendments.* Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Task 010 – Final Design Coordination: T&M Estimate at \$26,540 per Exhibit B

Task 020 – Bidding and Construction Management Support Services: T&M Estimate at \$14,660 per Exhibit B.

Task 040 Management Reserve Fund - Resident Project Representative. This task is not currently authorized with this AAS. This task can be Authorized by Owner in writing if required to support project activities. T&M Estimate for RPR support for 3 weeks at 20-hour per week Estimated at \$11,590 per Exhibit B.

4. *Schedule of Services.* Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

30% Concept Design - 30 days from signed AAS Agreement.

90% Design – 30 days from receipt of comments on 30% Concept Design.

Final Bid Documents - 14 days from receipt of comments on 90% Submittal.

Based on anticipated execution of AAS-2 in June 2024; the scope anticipates Design, Bidding and Award to be complete by October 2024 with overall Project construction completion in June 2025.

Dated this 17 day of May, 2024,

CLIENT

By: _____

Project Representative or Authorized Signatory for
CLIENT

Print or Type Name and Title

J-U-B ENGINEERS, Inc.

By: R. Michael Conn

Project Representative or Authorized Signatory for J-U-B

Michael Conn, PE Project Manager

Print or Type Name and Title

EXHIBIT B: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE

Project Title, Client:

Project Number:

Prepared By:

AUTHORIZATION FOR ADDITIONAL SERVICES # 2

Post Falls WRF: Biosolids Hopper Improvements

20-23-033

RMC



			Hassell, Alton	Conn, Ruel	Krallman, Scott	Cutler, Kylie	Colson, Robert	Holder, William	Halland, Katie	Utecht, Kimberly	Asche, Jarod				
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Program Manager	Program Manager	Project Engineer - Senior	Project Designer - Lead	Project Engineer II	CAD Designer - Senior	Senior Administrative Support	PFA	Construction Observer		J-U-B Expenses	Subconsultant Expenses	Total Compensation
010		Final Design Coordination	1	30	34	10	0	24	20	5	0	0	\$0	\$0	\$26,540
010	010	Administration	1	8	0	0	0	0	0	5	0	0	\$0	\$0	\$3,070
		Set up project in Vision/Agreements	0.5	1						1			\$0	\$0	\$560
		Ongoing Project Management with Team		3									\$0	\$0	\$860
		Monitor and report project status, budget and schedule		3						2			\$0	\$0	\$1,120
		Monthly invoicing		1						2			\$0	\$0	\$550
010	011	Biofilter Modifications Design and Repackaging of Final Bid Documents	0	22	34	10	0	24	20	0	0	0	\$0	\$0	\$23,470
		Design Review Meetings (30, 60, 90%)		6	6								\$0	\$0	\$3,330
		30% Biofilter Media Change Out Design		4	12	4		12					\$0	\$0	\$7,260
		90% Biodiflter Media Change Out Design		4	12	4		12	8				\$0	\$0	\$8,020
		Final Bid Documents		8	4	2			12				\$0	\$0	\$4,860
													\$0	\$0	\$0
020		Bidding and CMS Services	0	18	24	0	4	2	10	4	0	0	\$500	\$0	\$14,660
020	001	Administration	0	5	0	0	0	0	0	4	0	0	\$0	\$0	\$1,950
		Set up project in Vision/Agreements	No Additional Work Anticipated										\$0	\$0	\$0
		Ongoing Project Management with Team		2									\$0	\$0	\$570
		Monitor and report project status, budget and schedule		2						2			\$0	\$0	\$830
		Monthly invoicing		1						2			\$0	\$0	\$550
020	002	Construction Administration	0	11	14	0	4	0	10	0	0	0	\$0	\$0	\$8,730
		Bidding											\$0	\$0	\$0
		Bid Documents to Contractors		3	2				4				\$0	\$0	\$1,780
		PreBid Walk-through		1	4				1				\$0	\$0	\$1,460
		Bid Questions		2	4		2		2				\$0	\$0	\$2,270
		Addenda		2	4		2		2				\$0	\$0	\$2,270
		Bid Solicitation / Review		3					1				\$0	\$0	\$950
		Construction Phase Services											\$0	\$0	\$0
		Item 1 - General Admin -	No Additional Work Anticipated										\$0	\$0	\$0
		Item 2 - Pre-construction conference (included in onsite project mee	No Additional Work Anticipated										\$0	\$0	\$0
		Item 3a - Periodic Site Visits	No Additional Work Anticipated										\$0	\$0	\$0
		Item 4 - Defective Work	No Additional Work Anticipated										\$0	\$0	\$0
		Item 5 - Clarifications and Interpretations - under RFIs	No Additional Work Anticipated										\$0	\$0	\$0
		Item 6 - Change Orders / WCDs	No Additional Work Anticipated										\$0	\$0	\$0
		Item 7 - Submittals - see subtask 004	No Additional Work Anticipated										\$0	\$0	\$0
		Item 8 - Substitutes	No Additional Work Anticipated										\$0	\$0	\$0

EXHIBIT B: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE

Project Title, Client:

Project Number:

Prepared By:

AUTHORIZATION FOR ADDITIONAL SERVICES # 2

Post Falls WRF: Biosolids Hopper Improvements

20-23-033

RMC



			Hassell, Alton	Conn, Ruel	Krallman, Scott	Cutler, Kylie	Colson, Robert	Holder, William	Halland, Katie	Utecht, Kimberly	Asche, Jarod				
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Program Manager	Program Manager	Project Engineer - Senior	Project Designer - Lead	Project Engineer II	CAD Designer - Senior	Senior Administrative Support	PFA	Construction Observer		J-U-B Expenses	Subconsultant Expenses	Total Compensation
		Item 9 - Special Inspections / Tests <i>(not included)</i>	No Additional Work Anticipated										\$0	\$0	\$0
		Item 10 - Disagreements between CLIENT/ GC (Claims)	No Additional Work Anticipated										\$0	\$0	\$0
		Item 11 - AFPs	No Additional Work Anticipated										\$0	\$0	\$0
		Item 12 - Contractor's Completion Documents	No Additional Work Anticipated										\$0	\$0	\$0
		Item 13 - Substantial Completion	No Additional Work Anticipated										\$0	\$0	\$0
		Item 14 - Final Notice of Acceptability of Work	No Additional Work Anticipated										\$0	\$0	\$0
		Post-Construction Phase Services	No Additional Work Anticipated										\$0	\$0	\$0
		Item 5 - Defective Work	No Additional Work Anticipated										\$0	\$0	\$0
020	003	On-Site Progress Meetings	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		Meetings (bi-weekly)	No Additional Work Anticipated										\$0	\$0	\$0
		Notes / follow-up	No Additional Work Anticipated										\$0	\$0	\$0
020	004	Submittals and RFIs	0	0	9	0	0	0	0	0	0	0	\$0	\$0	\$2,430
		Submittals - minor			3								\$0	\$0	\$810
		Submittals - major			6								\$0	\$0	\$1,620
		RFIs	No Additional Work Anticipated										\$0	\$0	\$0
		Contractor O&M Manuals	No Additional Work Anticipated										\$0	\$0	\$0
020	005	Construction Staking	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		Staking -not required	No Additional Work Anticipated										\$0	\$0	\$0
020	006	Observation / RPR	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		See Additional Services Task Below (040-001)											\$0	\$0	\$0
020	007	Control Narratives	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		Included with Engineers O&M Manual	No Additional Work Anticipated										\$0	\$0	\$0
020	008	Equipment Testing / Start-Up	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		Included with Periodic Site Visits and RPR	No Additional Work Anticipated										\$0	\$0	\$0
020	020	Record Drawings	0	1	1	0	0	2	0	0	0	0	\$500	\$0	\$1,270
		Redlines / Edits		0.5	1			2					\$0	\$0	\$770
020	021	Engineer's O&M Manual	0	1	0	0	0	0	0	0	0	0	\$0	\$0	\$290
		Biosolids Hopper Loadout System Edits <i>(add for biofilter)</i>		1									\$0	\$0	\$290
020	022	Warranty Claims	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		Not included	No Additional Work Anticipated										\$0	\$0	\$0
020	040	AEI (subconsultant electrical engineering)	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		Not Used	No Additional Work Anticipated										\$0	\$0	\$0
020	042	Architect	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		Not Used	No Additional Work Anticipated										\$0	\$0	\$0
020	043	HVAC	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0

EXHIBIT B: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE

Project Title, Client:

Project Number:

Prepared By:

AUTHORIZATION FOR ADDITIONAL SERVICES # 2

Post Falls WRF: Biosolids Hopper Improvements

20-23-033

RMC



			Hassell, Alton	Conn, Ruel	Krallman, Scott	Cutler, Kylie	Colson, Robert	Holder, William	Halland, Katie	Utecht, Kimberly	Asche, Jarod				
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Program Manager	Program Manager	Project Engineer - Senior	Project Designer - Lead	Project Engineer II	CAD Designer - Senior	Senior Administrative Support	PFA	Construction Observer		J-U-B Expenses	Subconsultant Expenses	Total Compensation
		Not Used	No Additional Work Anticipated										\$0	\$0	\$0
020	044	Geotech	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		Not Used	No Additional Work Anticipated										\$0	\$0	\$0
040		Management Reserve Fund	0	0	0	0	0	0	0	0	60	0	\$490	\$0	\$11,590
040	001	Supplemental Resident Project Represenative	0	0	0	0	0	0	0	0	60	0	\$490	\$0	\$11,590

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 6/4/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: City Hall Remodel Project – Recommendation of Award

ITEM AND RECOMMENDED ACTION:

Staff request City Council approval to award for the City Hall Remodel project to Dardan Enterprises, authorizing the Mayor to sign the Notice of Award and other related contract documents once prepared, and to authorize a contingency for the project.

DISCUSSION:

The City opened bids for the City Hall Remodel project on May 2, 2024. The city received four bids. The low bid of \$689,417 was submitted by Dardan Enterprises. The Architect's estimate for construction is \$950,000 to \$1,165,000. Following review, Bernard Wills (the Architect) and City staff recommend the construction contract be awarded to Dardan Enterprises as the lowest, responsive bid.

The City Hall Remodel project meets several current needs. First, new office space is provided for staff hired earlier this fiscal year in the Legal and Administration Departments. Staff are currently using conference rooms, sharing offices, and other temporary solutions. The project also provides a shared conference space on the second floor in what is currently and underutilized lobby within the Finance Department. Acoustic panels will be installed in the rotunda, allowing this space to be more effectively used by citizens and staff for open houses, impromptu meetings, and other events. The council chambers will receive minor modifications to facilitate better presentations to the council and improved audio-visual equipment as well as the addition of a family restroom. Finally, doors and other security features will be installed to facilitate improved use of the building.

This project is part of a group of facilities funds identified in the City's 2021 Facilities Needs Assessment. Many elements of that plan, such as the purchase of property for the Police Department expansion and future Public Works Operations Center, have been implemented. This project is among the next group of prioritized efforts. Staff have reviewed the existing reserve funds and planned future funding for these needs and the City Hall Remodel project aligns with the overall financial plans of the Facilities Needs Assessment.

A construction contingency in the amount of \$68,942 (10%) is requested, for use in the event additional work or contract changes are required. The Public Works Director or his designee will authorize changes up to the authorized contingency. Council approval is requested the total amount of \$758,359, to include the contract value and the contingency.

A start-date for construction will be determined following an executed Agreement with the contractor. Project construction is expected to be complete by the end of 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Design Review Workshop – December 19, 2023

Design Contract Amendment #2 – November 7, 2023

Design Contract Amendment #1 – August 2, 2023
Design and Study Contract – March 7, 2023

APPROVED OR DIRECTION GIVEN:

Council approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for the City Hall Remodel will come from the City's Facilities Fund. The total cost of the project is currently estimated at approximately \$1.2M, including design costs previously incurred, and separate contracts for security upgrades, audio visual equipment, and furnishings. Separate contracts for some of those elements will be brought for council consideration in the coming months.

BUDGET CODE:

001-431.1811.95040

ATTACHMENTS:

1. 2024.05.29 Bid Review Memo
2. 2024.05.24 NOTICE OF AWARD
3. 06-04-24 City Hall Remodel Bid Award



Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: John Beacham, Public Works Director
From: Field K. Herrington, City Attorney
Date: May 29, 2024
Re: May 2, 2024, Bid Opening – City Hall Remodel

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 May 2, 2024, I received copies of four (4) bids that were received and opened by the City Clerk, Shannon Howard, at or about 2:00 p.m. on May 2, 2024.

The bids consisted of bids from Dardan Enterprises (\$689,417), Ginno Construction (\$692,400), Stan Craft (\$700,000), and WM Welch Corp (\$842,636).

I have reviewed the submittal from the apparent low bidder, Dardan Enterprises (“Dardan”). Based on the bid total sheet, Dardan appears to be the lowest responsive bidder. I did a cursory review of the other bids as well, but they have not been thoroughly reviewed, and no analysis is presented here. However, if such a review is required, I will gladly accommodate.

My review of the Dardan bid leads me to conclude that Dardan is the lowest responsive bidder on a purely legal level. If the City intends to award the bid, then the bid should be awarded to Dardan. My conclusion is based on the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. Dardan’s submittal appears to have been 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. List of the required subcontractors and their requisite license information;
 - e. The vice president of the corporation executed the attestations and documents; and
 - f. Evidence of authority to sign, as shown by the executed signing authority.
 - g. There was minor informality, which the City may waive, as is their right. The bid instructions call for evidence of authority to sign, and upon request,

Dardan provided the proper authority for Mr. Meeks to sign on behalf of the corporation; see attached.

3. I researched Dardan's Public Works License to confirm its validity, level of license and approved types of work. Dardan is a Public Works Contractor with a "Class AAA" license No. PWC-C-16871. According to Idaho Code § 54-1904, a Class "AAA" license is issued for any contractor whose qualifications, ability, and responsibility to execute contracts for public works involving an estimated cost of not more than five million dollars (\$5,000,000). The holder of a Class "AAA" license shall be entitled to engage in the public works contracting business in the state as provided in said license. I have attached a copy of the license information for your records.
4. Several affidavits were *not* required in the bid packet. Still, they should be executed before the City contracts with Dardan. Those include a Non Collusion Affidavit, an Affidavit of Payment or Securement of All Taxes, and an Anti-Discrimination Affidavit. All affidavits have been executed and provided to the City; see the attached documents.

Based upon my review, Dardan complies with Idaho Law, the City of Post Falls Procurement standards, and is the lowest responsive bidder at \$689,417, which is \$2,983 lower than the next lowest responsive bidder, Ginno Construction.

I did not review the details of the plans or specifications. I will defer to you on the technical aspects of the bid, as I lack the requisite knowledge and skills to comment on the technical aspects.

Should you have any questions, please feel free to contact me.

Very Truly Yours,



Field K. Herrington
City Attorney

Enclosures



DARDAN Enterprises, Inc.

23567 W. Hwy 53
Post Falls, ID 83854
208-773-5418 Business
208-773-8038 Fax
www.dardaninc.com
Lic # DARD AEI969LB

MEMORANDUM FOR: Record

SUBJECT: Personnel Action – Keen Meeks

DATE: June 3, 2021

A special board meeting was held on June 3, 2021 in Spokane, WA. Per unanimous vote:

Keen Meeks is hereby designated Vice President.

Mr. Meeks' new responsibilities shall be determined in consultation with Darin Meeks and Dan Stewart, but will, at minimum, include the authority to approve and sign required documents necessary for Dardan to secure bonding and submit bids.

Vice President Meeks' new job title shall be effective immediately.

Dan Stewart | President

C: 509-280-6060 **O:** 208-773-5418 **F:** 208-773-8038 **E:** dan@dardaninc.com

NON-COLLUSION AFFIDAVIT

State of Idaho)

County of Kootenai)

:ss

Keen Meeks

Vice President

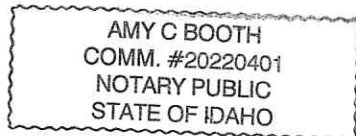
Dardan Enterprises, Inc.

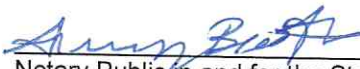
, being first duly sworn, deposes and says that he/she is (sole owner, a partner, president, secretary, etc.) of the party making the foregoing proposal, that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such proposal is genuine and not collusive or sham; that said Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, nor that anyone shall refrain from proposing; that said Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed price of said Respondent or of any other respondent, nor to fix any overhead, profit, or cost advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such Proposal are true; and, further, that said Respondent has not directly or indirectly, submitted its proposal or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, not paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said respondent in his/her general business.

Signed: 

Title: Vice President

Subscribed and sworn to before me this 16 day of May, 2024
2023.




Notary Public in and for the State of:
Idaho

Residing at: Kootenai

My Commission expires: 01/18/2028

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE ALL TAXES

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;
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 taxing units to which said contractor is liable.

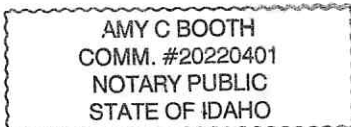
CONTRACTOR:

By: 

Name: KEEN MEEKS V.P.

Address: 23567 W Highway 53

Post Falls, ID 83854



(SEAL)

ATTEST:

Name: 

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

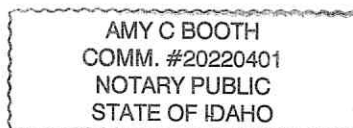
State of Idaho)
) :ss
County of Kootenai)

Keen Meeks (Name), being first duly sworn, deposes and says that I am Vice President (sole owner, a partner, president, secretary, etc.) of Dardan Enterprises, Inc. the party making the foregoing bid; that said Contractor is in conformance with Idaho Code 63-1502; that it 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 16 day of May, 2024.

Signed: 
Title: Vice President

Subscribed and sworn to before me this 16 day of May, 2024.




Notary Public in and for the State
of Idaho
Residing at: Kootenai
My Commission expires: 01/18/2028

ANTI-DISCRIMINATION AFFIDAVIT

State of Idaho)
County of Kootenai) ss

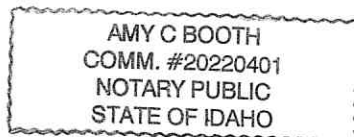
The Bidder hereby covenants, stipulates, and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall not refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless 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.

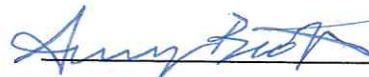


Contractor's Signature

Subscribed and sworn to before me this 16 day of May, 2024.

(NOTARY SEAL)





Notary Public
State of Idaho
Residing at Kootenai
My Commission Expires 01/18/2028

<u>Company Name</u>	<u>License Number</u>	<u>Work Category</u>	<u>License Type</u>	<u>License Class</u>	<u>Status</u>	<u>Applicant Name</u>	<u>Owner Name</u>	<u>Company Address</u>	<u>Company City</u>	<u>Company State</u>	<u>Company Zip Code</u>	<u>Phone</u>	<u>Expiration Date</u>	<u>Parent License Number</u>
Dardan Enterprises, Inc.	PWC-C-16871	00003, 02850, 02855, 03300, 03900, 03200, 02220, 02260, 02310, 02318, 07450, 02230	3, 4, 5	AAA	ACTIVE	Dardan Enterprises, Inc.		23567 W. Hwy 53	POST FALLS ID		83854	(208) 773-5418	5/31/2024	

NOTICE OF AWARD

To: Dardan Enterprises

PROJECT DESCRIPTION: **Post Falls City Hall Remodel**

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:

Base bid per the bidding documents.

The Contract Price of your Contract is Six Hundred Eighty Nine Thousand Four Hundred Seventeen Dollars (\$689,417.00).

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner one (1) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Bonds as specified in the Instructions to Bidders, and General Conditions.
3. Other conditions precedent:

Failure to follow 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.

Dated this _____ day of _____, 20____.

CITY OF POST FALLS
(Owner)

By _____

Title:

Copy to Architect

City Hall Remodel Bid Award Recommendation to Dardan Enterprises

John Beacham
Public Works Director

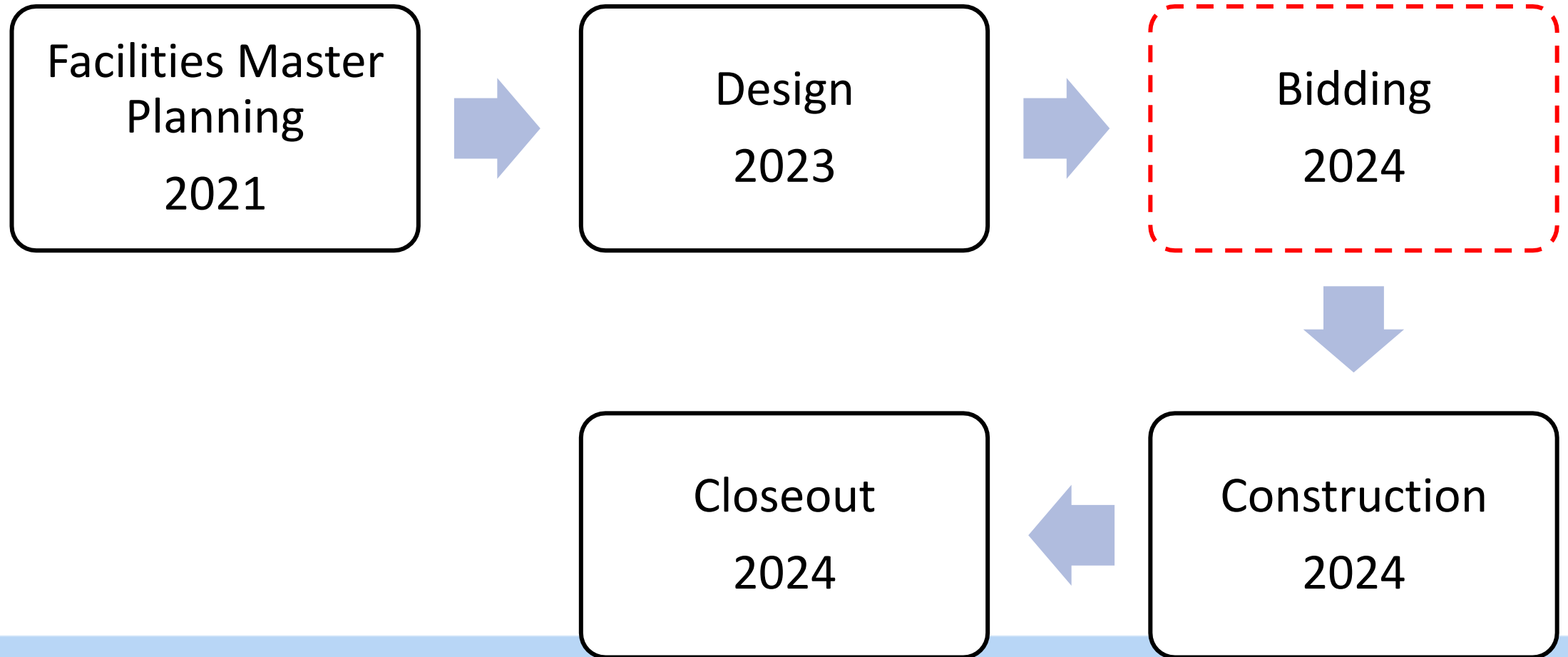
June 4, 2024
City Council Meeting



Presentation Outline

- Project Background
- Bid Summary
- Recommended Action
- Next steps and Timeline
- Questions and Discussion

Project Background and Timeline



Project Background and Timeline

- Project identified in 2021 Facilities Needs Assessment
- Design work completed
- Project includes office space, rotunda, and conference room
- Total cost estimated at \$1.2M



Bid Award Results

- Bids published in April, opened May 2, 2024
- Four Bids Received
- Dardan Enterprises apparent low
- Legal and Architect Review
 - Informalities Waived: Proof of signature authority provided after the fact.

Bid Results

Contract	Value
Low Bid: Dardan Enterprises	\$689,417
Requested Contingency	\$68,942
TOTAL	\$758,359
Engineer's Estimate	\$950,000 to \$1,165,000
Range of Bids	\$689,417 to \$842,636

Recommendation

Staff recommends awarding Dardan Enterprises the bid to construct the City Hall Remodel Project and to authorize a construction contingency.



Next Steps and Timeline

- Bid Award – June 2024
- Additional Project Components: Furniture Contract, A/V Contract, Security Contract
- Construction – Summer 2024
- Completion – Winter 2024

Questions?



CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 6/4/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney

SUBJECT: Ordinance Relating to City Council Meetings

ITEM AND RECOMMENDED ACTION:

This ordinance removes the 6:00 start time requirement for City Council meetings from the City Code and clarifies the types of council meetings and their notice provisions. The accompanying policy provides for how meetings will be handled. Staff recommends adoption of the ordinance and policy.

DISCUSSION:

The ordinance changes to the Post Falls Municipal Code 2.04.060 regarding City Council meetings. It removes the specific regular meeting time of 6:00 p.m. It also explains the protocol for special meetings, compliance with the Idaho Open Meetings Act, and procedures for emergency circumstances. These adjustments align with Idaho Code 74-204, particularly in maintaining transparency and public access under the Idaho Open Meetings Act.

The accompanying policy provides how circumstances for adjustment of items on the agenda will be handled.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Item was previously reviewed by council at the March 5th, 2024 council meeting.

APPROVED OR DIRECTION GIVEN:

Direction to bring back updated language or policy.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2024.05.28 ORD Council Meetings
2. 2024.05.28 Meeting Time Policy

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL AND REPLACEMENT OF POST FALLS MUNICIPAL CODE 2.04.060 CITY COUNCIL MEETINGS; 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 the adoption of the following is in the best interest of the citizens of the city of Post Falls; and

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 2.04.060 – City Council Meetings is hereby repealed, and a new Section 2.04.060 – City Council Meetings is adopted as follows:

2.04.060 - City Council Meetings.

(a) Regular Meetings: The city council shall meet regularly on the first and third Tuesdays of each month. The regular meeting schedule, including start times, shall be posted at least once yearly in a prominent place at the Post Falls City Hall and electronically on the city's website.

(b) Special Meetings: Special meetings of the city council may be convened, and the dates of regular meetings may be changed to avoid scheduling conflicts by a majority vote of the city council or as otherwise provided in Idaho Code.

(c) Compliance with Idaho Open Meetings Act: Notice and conduct of all meetings of the city council, whether regular or special, shall comply with the provisions of the Idaho Open Meetings Act found in Idaho Code title 74, chapter 2, or its successor.

(d) Emergency Circumstances: In the event of emergency circumstances, open meetings of the city council may be conducted by telephone conference call, including one or more of the otherwise unavailable city council members. In such events, a telephone with a speaker system will be made available in the city council chambers for the public to audit such meetings. Such meetings shall be in accordance with Idaho Code § 74-203(5) or its successor.

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 May ____ 2024.

APPROVED, ADOPTED and SIGNED this day of May, 2024.

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, PROVIDING FOR REPEAL AND REPLACEMENT OF POST FALLS MUNICIPAL CODE 2.04.060 CITY COUNCIL MEETINGS; 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 repeals and replaces PFMC 2.04.060 which pertains to the administration of city council meetings; 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 May, 2024.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which repeals and replaces PFMC 2.04.060 which pertains to the administration of city council meetings, 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 May, 2024.

Field K. Herrington, City Attorney



City of Post Falls

Regular Meeting Start Time Policy

Version 2024.0

Approved by Post Falls City Council

Date: _____

1) PURPOSE

To establish guidelines for the start time of regular city council meetings and provide the council with flexibility to address agenda items before the designated start time, while ensuring public awareness of the meeting schedule.

2) POLICY STATEMENT

The city council meetings will commence at 6:00 PM for the regular agenda. The council may take up agenda items before the 6:00 PM start time if a workshop concludes early, with the approval of the mayor and a majority of the council members present.

3) POLICY DETAILS

- a. **Regular Meeting Start Time:** The city council shall meet regularly on the first and third Tuesdays of each month at 6:00 PM. The regular meeting schedule, including the start times, shall be posted at least once yearly in a prominent place at the Post Falls City Hall and electronically on the city's website.
- b. **Flexibility for Early Start:** If a workshop before the regular meeting concludes before 6:00 PM, the council may begin addressing regular agenda items before the designated 6:00 PM start time. This flexibility is granted under the following conditions:
 - 1. The mayor proposes to start the regular agenda early.
 - 2. A majority of the council members present agree to the early start.

The public will be informed that the regular agenda is intended to start at 6:00 PM, but may start earlier if the preceding workshop concludes ahead of schedule.

- c. **Public Notification:** Notices for the council meetings will indicate that the regular agenda is scheduled to start at 6:00 PM, but may start earlier depending on the completion of any preceding workshop. The city's website and posted notices at Post Falls City Hall will include a statement regarding the potential early start of the regular agenda items. City staff will endeavor to schedule the time for workshops accordingly so that the preferred 6:00 PM start time for the regular meeting is maintained.
- d. **Executive Sessions:** Executive sessions may commence prior to the 6:00 PM start time. Such executive sessions must comply with the requirements of Idaho Code § 74-206, including identification of specific subsections authorizing the session, roll call vote, and recording in the meeting minutes.
- e. **Public Hearings:** In no event shall a public hearing start before the 6:00 PM start time.

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 6/4/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ethan Porter, Associate Planner
SUBJECT: Arche Annexation and Zone Classification Ordinance

ITEM AND RECOMMENDED ACTION:

Review and sign the ordinance for annexation and zoning classification of Arche Annexation (ANNX-23-4).

DISCUSSION:

The Arche Annexation proposal to annex and obtain a zoning district of Community Commercial Services (CCS) was recommended for approval by the Planning and Zoning Commission during their December 12th meeting. City Council approved the request to annex and the proposed zoning at the March 19th public hearing.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

March 19th City Council approved the proposed request for annexation and to be classified as Community Commercial Services (CCS) for their zoning district.

APPROVED OR DIRECTION GIVEN:

Ordinance to be signed in order to finalize the annexation and zoning classification.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Arche Annexation Ordinance

ORDINANCE NO.____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

A PARCEL OF LAND BEING TAX NUMBERS 20105 AND 12011 LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO. TOTALING 14.737-ACRES, GENERALLY LOCATED ON THE NORTH SIDE OF E. SELTICE WAY AND APPROXIMATELY 400-FEET EAST OF N. CEDAR STREET.

(File No. ANNX-23-4)

A PARCEL OF LAND BEING TAX NUMBERS 20105 AND 12011 LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on December 12, 2023, and the City Council March 19, 2024, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Community Commercial Services (CCS) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Community Commercial Services (CCS) zoning as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 20____.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 14.737-acres and zoning the property Community Commercial Services (CCS) zoning. The property is located on the north side of E. Seltice Way and approximately 400-feet east of N. Cedar Street, and is legally described as:

A PARCEL OF LAND BEING TAX NUMBERS 20105 AND 12011 LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6 BEING A FOUND 2.5" ALUMINUM CAP P.L.S. 17263 FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 6 BEARS SOUTH 0°10'05" WEST A DISTANCE OF 2666.99 FEET; THENCE, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 6 SOUTH 0°10'05" WEST A DISTANCE OF 22.05 FEET; THENCE, ALONG THE SOUTH RIGHT-OF- WAY OF I-90, NORTH 78°30'35" EAST A DISTANCE OF 88.06 FEET TO A POINT ON THE EXISTING BOUNDARY OF THE CITY OF POST FALLS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 87° 34' 53" EAST A DISTANCE OF 1020.57 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY TO THE NORTH RIGHT-OF-WAY OF SELTICE WAY, SOUTH 00° 13' 54" EAST A DISTANCE OF 899.38 FEET;

THENCE, ALONG SAID RIGHT-OF-WAY, ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A DELTA ANGLE OF 06° 42' 36", AN ARC LENGTH OF 664.68 FEET, HAVING A RADIUS OF 5675.74 FEET, WITH A CHORD THAT BEARS NORTH 75° 26' 32" WEST FOR A DISTANCE OF 664.30 FEET;

THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 72° 05' 14" WEST A DISTANCE OF 34.36 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY, NORTH 00° 10' 33" EAST A DISTANCE OF 481.83 FEET;

THENCE, NORTH 76° 50' 24" WEST A DISTANCE OF 359.75 FEET;

THENCE, NORTH 00° 20' 28" EAST A DISTANCE OF 201.16 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 14.737 ACRES, MORE OR LESS.

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

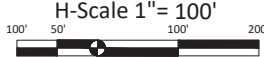
DATED this day of ,

Field K. Herrington, City Attorney

ANNEXATION EXHIBIT A

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST. #



LINE TABLE		
LINE	BEARING	LENGTH
L1	N72°05'14"W	34.36'
L2	S0°10'05"W	22.05'
L3	N78°30'35"E	88.06'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	5675.74'	664.68'	6°42'36"	N75°26'32"W	664.30'

- LEGEND
- FOUND 3/4" IRON PIPE
 - ◇ FOUND 1/2" REBAR L.S. 3390, OR AS NOTED
 - ⊙ FOUND 5/8" REBAR WITH P.L.S. 4182 CAP, OR AS NOTED
 - FOUND 3.5" BRASS CAP ITD MONUMENT
 - ⊙ CENTER SECTION CORNER AS NOTED
 - CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
 - T.P.O.B. TRUE POINT OF BEGINNING
 - R.O.W. RIGHT-OF-WAY
 - Ⓢ NOTE
 - ▨ EXISTING CITY OF POST FALLS BOUNDARY
 - ▨ NEW CITY OF POST FALLS BOUNDARY

REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

R-1 RECORD OF SURVEY BY ELMER DALE SMITH P.L.S. 3390, RECORDED IN BOOK 4 OF SURVEYS AT PAGE 146, UNDER INSTRUMENT NO. 1005763.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS SOUTH 00°10'05" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 6.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS _____ DAY OF _____, 20____, AT _____ M.

AND DULY RECORDED IN BOOK _____ OF SURVEYS AT PAGE(S) _____

AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF JOHNSON SURVEYING.

KOOTENAI COUNTY CLERK _____ BY: _____ DEPUTY CLERK

FEE: _____

SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, P.L.S. 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367 _____ DATE _____

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ANNEX TAX NUMBERS 20105 AND 12011 INTO THE CITY OF POST FALLS. THE BOUNDARY WAS ESTABLISHED PER R1. THE LOCATIONS AND DISTANCES OF ALL FIELD-LOCATED MONUMENTS ARE AS SHOWN HEREON.

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

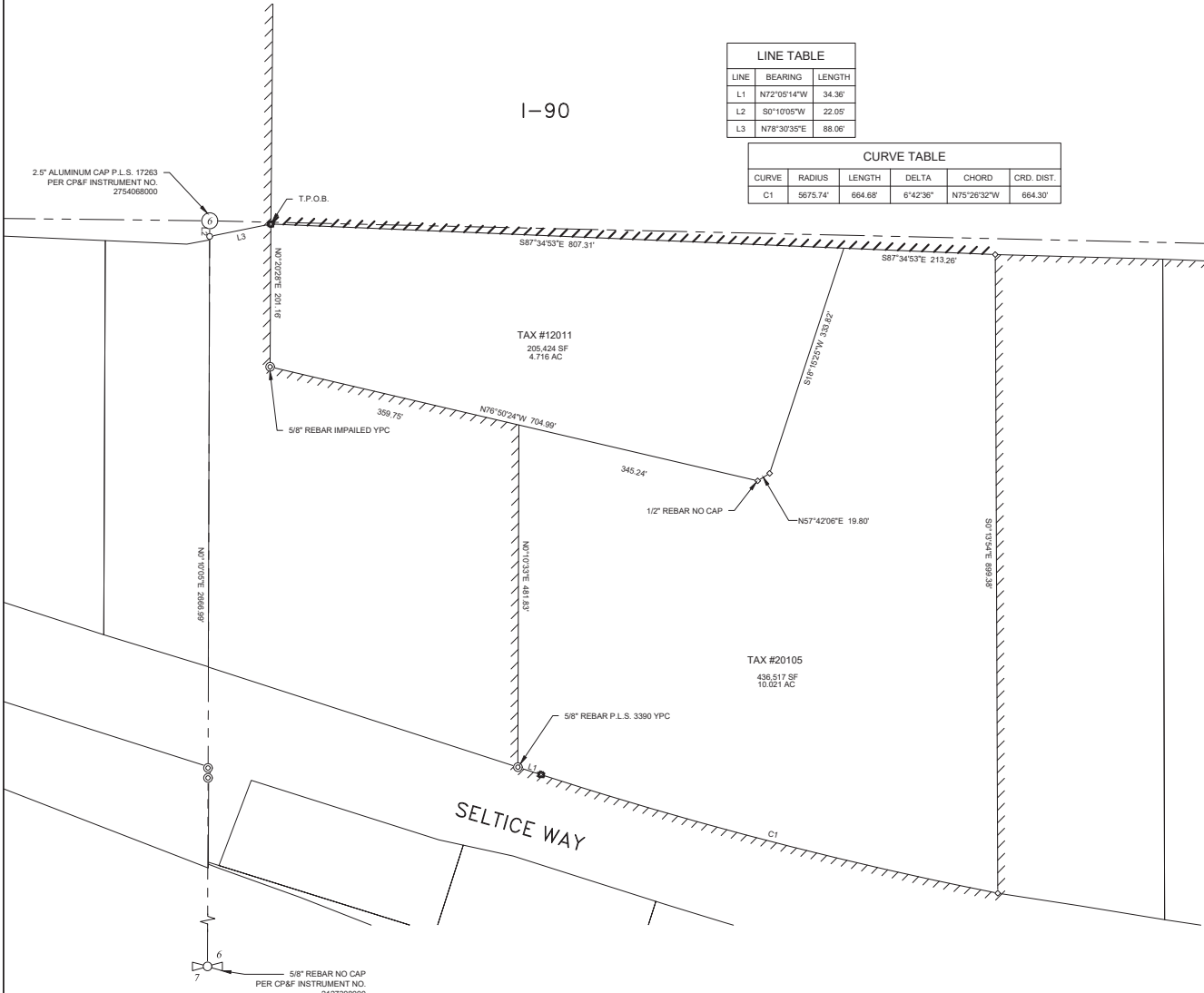


EXHIBIT A

TAX NUMBERS 12011 AND 20105
SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: DEC 2022

DRAFTED BY: ERH

FILE NAME: 22-304

PLOT DATE: 11/8/2023

CHECKED BY: CJJ

PROJECT No.: 22-304

SHEET 1

1

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnmw.com

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 6/4/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ross Junkin, Maintenance Manager

SUBJECT: 2024 Asphalt Chip Seal and Fog Seal Contract

ITEM AND RECOMMENDED ACTION:

Staff recommends awarding this contract to the low bidder, Poe Asphalt Paving Inc. With approval, the City Council authorizes the Mayor to sign the contract documents for the 2024 Asphalt Chip Seal and Fog Seal Placement in the amount of \$615,053.45 to the low bidder, Poe Asphalt Paving Inc. of Post Falls, ID. Staff also requests authorization to include a contingency of 5 percent in the amount of \$30,752.67 for a total request of \$645,806.12

DISCUSSION:

The City of Post Falls solicited contractors for pre-qualification for our 2024 chip seal project. Only two contractors submitted pre-qualification forms. Both contractors were pre-qualified and were sent bid packets. Bids were due on May 16th, 2024. The City received only one bid in the amount of \$615,053.45 from Poe Asphalt Paving Inc.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

GL 001-431.0000.68110 Sealing & Maintenance: \$ 400,000.00
GL 001-431.0000.68130 Street Reconstruction: \$ 245,806.12

BUDGET CODE:

001-431.0000.68110 \$400,000.00
001-431.0000.88130 \$245,806.12

ATTACHMENTS:

1. 2024 Chip Seal Contract
2. 2024 Asphalt Chip Seal-Fog Seal contract documents
3. Poe Asphalt Paving 2024 Chip Seal Bid

2024 Chip Seal Contract

Ross Junkin/Maintenance Manager
Public Works
6/4/2024



Advertisement & Bids:

- Pre-qualification process (2 qualified contractors)
- One bid received
 - Poe Asphalt \$ 615,053.45

Recent comparisons (of low bids)

	Square Yard Unit Price		
Year	1/4" Chip Seal	3/8" Chip Seal	Fog Seal
2024	\$4.55	\$7.00	\$0.50
2023	\$3.00	\$4.00	\$0.45
2022	\$2.75	\$3.26	\$0.32
2021	\$1.65	\$3.00	\$0.30

FY24 Budget

- \$400K dedicated for Chip Sealing
- Staff will plan to use funds from the Street Reconstruction budget line in order to make up the additional costs.

Future Chip Seals

- Chip sealing is the most cost-effective way to prolong the life of our streets. It seals the asphalt from water, UV rays, and provides an additional wear layer.
- We expect the cost to continue increasing going forward.
- Staff plans to use the budget request process to keep up with price increases.

Recommendation

- Staff recommends awarding this contract to Poe Asphalt Paving Inc.
- Bid amount of (\$ 615,053.45) + contingency of 5% (\$ 30,752.67)
 - **Total requested amount = \$645,806.12**

NOTICE OF AWARD

To:

PROJECT DESCRIPTION:

2024 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 \$615,053.45

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 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 “**2024 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 8, 2024.**

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 \$615,053.45

ARTICLE X. The Contractor shall complete all work by August 23, 2024.

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 the <Consultant/Contractor> employs ten (10) or more persons, then the <Consultant/Contractor> 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. **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the <Consultant/Contractor> employs ten (10) or more persons, then the <Consultant/Contractor> 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 companies engaged in or supporting the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code 67-2347A.
3. **Government of China:** <Consultant/Contractor> certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
4. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, <Consultant/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).
5. **Employment of Bona Fide Idaho Residents:** If this Agreement contemplates public works construction, <Consultant/Contractor> agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on <Project> in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If <Consultant/Contractor> employs less than fifty (50) employees on <Project>, <Consultant/Contractor> may employ up to ten (10%) nonresidents on <Project>. In all cases, <Consultant/Contractor> agrees to give a preference to bona fide Idaho residents. The parties agree that if <Project> involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

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 **"2024 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: _____
(Signature)

By: _____
(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 **“2024 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: _____
(Signature)

By: _____
(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 _____)
County of _____) SS

_____, 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
2024 ASPHALT BASALT CHIP SEAL
AND FOG SEAL PLACEMENT

You are hereby notified to commence Work in accordance with the Agreement dated _____, 20____, on or after July 8th, 2024 and you are to complete the Work by August 23rd, 2024. The date of completion for all Work is, therefore, August 23rd, 2024.

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: 2024 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 "2024 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 2024 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 of 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 not 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%

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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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
 - Juneteenth – June 19th
 - 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	
1/4"	--	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 1/4 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 1/4 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. Also, all pre-determined (by the City) thermoplastic markings shall have adequate protection as well. 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, curbing, 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 and cleaning of 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, curbing, 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 and cleaning of 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.

NOTICE OF INVITING BIDS

2024 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 10:00 A.M. local time, Thursday, May 16th, 2024.

Pre-qualified bidders will receive emailed bid documents directly from the City of Post Falls. Bid documents will be emailed on April 29th, 2024, to the email listed in the pre-qualification package turned in by the pre-qualified contractors respectively.

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: 2024 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 10:00 A.M. local time, Thursday May 16th, 2024. Proposals should be delivered to the Clerk on the Second Floor.

DESCRIPTION OF WORK (*See maps for locations)
The measurements below are estimates.

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

STREET	LENGTH	WIDTH	SQUARE YARDS
<u>1/4 Chip Seal</u>			
Grants Ct (All)	1,145.00	36	4,580.00
19th (Spokane to End)	1,251.00	37	5,143.00
19th (Spokane to Lucas)	450.00	29	1,450.00
Chicory (Chase to Gate)	643.00	36	2,572.00
Ashworth (Spokane to Chase)	2,600.00	33	9,533.33
Slazenger (Spokane to Ashworth)	1,670.00	25	4,638.89
Pinnacle (Slazenger to Ashworth)	470.00	25	1,305.56
Nike Ct	700.00	29	2,255.56
Cleveland Ct	185.00	29	596.11
Guy Rd (Ashworth to Maxifli)	770.00	25	2,138.89
Guy Rd (Ashworth to Fisher)	370.00	32	1,315.56
Maxifli	960.00	25	2,666.67
Mashi St	660.00	29	2,126.67
Rory	255.00	29	821.67
Kennedy	255.00	29	821.67
Fisher (Guy to Chase)	1,280.00	26	3,697.78
Spokane St (Poleline North to End)	2,600.00	47	13,577.78
Wheatland	1,758.00	29	5,664.67
Walson	325.00	29	1,047.22
Sockeye	565.00	29	1,820.56
Char	260.00	29	837.78
Cuthroat	55.00	29	177.22

(See Technical Specifications for 1/4 chip seal.)

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

STREET	LENGTH	WIDTH	SQUARE YARDS
Poleline Spokane to Idaho (No Bike Ln)	2,365.00	30	7,883.33
Poleline Chase to Idaho (No Bike Ln)	2,530.00	30	8,433.33
Greensferry Poleline to Cornell	1,956.00	41	8,910.67
Prairie (Spokane to Boundry) No Bike	1,966.00	46	10,048.44

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

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

STREET	LENGTH	WIDTH	SQUARE YARDS
<u>Fog Seal</u>			
Grants Ct (All)	1,145.00	36	4,580.00
19th (Spokane to End)	1,251.00	37	5,143.00
19th (Spokane to Lucas)	450.00	29	1,450.00
Chicory (Chase to Gate)	650.00	36	2,600.00
Ashworth (Spokane to Chase)	2,600.00	33	9,533.33
Slazenger (All)	2,005.00	25	5,569.44
Pinnacle (Slazenger to Ashworth)	461.00	25	1,280.56
Nike Ct (All)	918.00	29	2,958.00
Cleveland Ct (All)	185.00	29	596.11
Guy Rd (Ashworth to Maxifli)	835.00	25	2,319.44
Guy Rd (Ashworth to Fisher)	370.00	32	1,315.56
Maxifli (Ashworth to Guy)	1,030.00	25	2,861.11
Mashi St (All)	705.00	29	2,271.67
Rory	255.00	29	821.67
Kennedy	255.00	29	821.67
Fisher (Guy to Chase)	1,325.00	26	3,827.78
Spokane St (Poleline North to End)	2,600.00	47	13,577.78
Wheatland (All)	1,810.00	29	5,832.22
Walson (All)	505.00	29	1,627.22
Sockeye	565.00	29	1,820.56
Char	260.00	29	837.78
Cutthroat (All)	55.00	29	177.22
Poleline Spokane to Idaho (No Bike Ln)	2,365.00	30	7,883.33
Poleline Chase to Idaho (No Bike Ln)	2,530.00	30	8,433.33
Greensferry (Poleline to Cornell)	1,956.00	41	8,910.67
Prairie (Spokant to Boundry)	1,982.00	60	13,213.33

(See Technical Specifications for fog seal.)

The City's estimate for 1/4 basalt chip seal is 68,789 square yards – plus or minus 5%.

The City's estimate for 3/8 basalt chip seal is 35,276 square yards – plus or minus 5%.

The City's estimate for bituthene Bitu-60-Dil fog seal is 110,263square 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 and shall include hauling away and disposal material. Traffic control plans shall 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 8th, 2024. All work shall be completed by August 23rd, 2024.

All qualified contractors interested in performing this work, are required to submit a response in a sealed envelope clearly marked "2024 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 10:00 A.M. local time, Thursday, May 16th, 2024.

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 8, 2024 and shall be completed by August 23, 2024.

OPENING OF PROPOSALS. The Proposals will be publicly opened and read at 10:00 A.M. local time, Thursday, May 16th, 2024, 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@postfalls.gov and kpetereson@postfalls.gov

All questions must be submitted via email by 5pm on May 13th, 2024. 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 "2024 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 10:00 A.M. local time, Thursday, May 16th, 2024. 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 10:00 A.M. local time, Thursday, May 16th, 2024.

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 in the contract documents. 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
2024 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 Poe Asphalt Paving Inc 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. 1 DATED: 5/6/2024

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 $\frac{1}{4}$ " **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:

STREET	LENGTH	WIDTH	SQUARE YARDS
<u>1/4 Chip Seal</u>			
Grants Ct (All)	1,145.00	36	4,580.00
19th (Spokane to End)	1,251.00	37	5,143.00
19th (Spokane to Lucas)	450.00	29	1,450.00
Chicory (Chase to Gate)	643.00	36	2,572.00
Ashworth (Spokane to Chase)	2,600.00	33	9,533.33
Slazenger (Spokane to Ashworth)	1,670.00	25	4,638.89
Pinnacle (Slazenger to Ashworth)	470.00	25	1,305.56
Nike Ct	700.00	29	2,255.56
Cleveland Ct	185.00	29	596.11
Guy Rd (Ashworth to Maxifli)	770.00	25	2,138.89
Guy Rd (Ashworth to Fisher)	370.00	32	1,315.56
Maxifli	960.00	25	2,666.67
Mashi St	660.00	29	2,126.67
Rory	255.00	29	821.67
Kennedy	255.00	29	821.67
Fisher (Guy to Chase)	1,280.00	26	3,697.78
Spokane St (Poleline North to End)	2,600.00	47	13,577.78
Wheatland	1,758.00	29	5,664.67
Walson	325.00	29	1,047.22
Sockeye	565.00	29	1,820.56
Char	260.00	29	837.78
Cuthroat	55.00	29	177.22

(See Technical Specifications for $\frac{1}{4}$ 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:

STREET	LENGTH	WIDTH	SQUARE YARDS
Poleline Spokane to Idaho (No Bike Ln)	2,365.00	30	7,883.33
Poleline Chase to Idaho (No Bike Ln)	2,530.00	30	8,433.33
Greensferry Poleline to Cornell	1,956.00	41	8,910.67
Prairie (Spokane to Boundry) No Bike	1,966.00	46	10,048.44

(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:

STREET	LENGTH	WIDTH	SQUARE YARDS
<u>Fog Seal</u>			
Grants Ct (All)	1,145.00	36	4,580.00
19th (Spokane to End)	1,251.00	37	5,143.00
19th (Spokane to Lucas)	450.00	29	1,450.00
Chicory (Chase to Gate)	650.00	36	2,600.00
Ashworth (Spokane to Chase)	2,600.00	33	9,533.33
Slazenger (All)	2,005.00	25	5,569.44
Pinnacle (Slazenger to Ashworth)	461.00	25	1,280.56
Nike Ct (All)	918.00	29	2,958.00
Cleveland Ct (All)	185.00	29	596.11
Guy Rd (Ashworth to Maxifli)	835.00	25	2,319.44
Guy Rd (Ashworth to Fisher)	370.00	32	1,315.56
Maxifli (Ashworth to Guy)	1,030.00	25	2,861.11
Mashi St (All)	705.00	29	2,271.67
Rory	255.00	29	821.67
Kennedy	255.00	29	821.67
Fisher (Guy to Chase)	1,325.00	26	3,827.78
Spokane St (Poleline North to End)	2,600.00	47	13,577.78
Wheatland (All)	1,810.00	29	5,832.22
Walson (All)	505.00	29	1,627.22
Sockeye	565.00	29	1,820.56
Char	260.00	29	837.78
Cutthroat (All)	55.00	29	177.22
Poleline Spokane to Idaho (No Bike Ln)	2,365.00	30	7,883.33
Poleline Chase to Idaho (No Bike Ln)	2,530.00	30	8,433.33
Greensferry (Poleline to Cornell)	1,956.00	41	8,910.67
Prairie (Spokant to Boundry)	1,982.00	60	13,213.33

BID
"Proposal Form"

The City's estimate for 1/4" basalt chip seal is 68,789 square yards – plus or minus 5%.
The City's estimate for 3/8" basalt chip seal is 35,276 square yards – plus or minus 5%.
The City's estimate for bituthene Bitu-60-Dil fog seal is 110,263 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	1/4" Basalt Chip Seal	68,789	Square yard	\$ 4.55	\$ 312,489.95
2	3/8" Basalt Chip Seal	35,276	Square yard	\$ 7.00	\$ 246,932.00
3	Fog Seal	110,263	Square yard	\$ 0.50	\$ 55,131.50
Total Bid					\$ 615,053.45

Total Bid handwritten: SIX HUNDRED FIFTEEN THOUSAND FIFTY THREE DOLLARS AND FORTY FIVE CENTS.

Signed:  Title: President

Company: Poe Asphalt Paving Inc Date: 5/16/2024

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 Alex Jordan

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.

**2024 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 Travelers Casualty and Surety Company of America, 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.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal has submitted the above-mentioned bid to the Owner for "2024 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT BID," for which bids are to be opened at the office of the Owner at 10:00 A.M. local time, Thursday, May 16th, 2024

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 30th, 2024.

Poe Asphalt Paving Inc

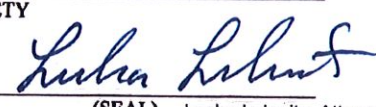
PRINCIPAL

BY 

(SEAL)

Travelers Casualty and Surety Company of America

SURETY

BY 

(SEAL) Lesha Lehmitz, Attorney In Fact



POWER OF ATTORNEY

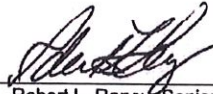
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

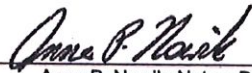
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

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




Anna P. Nowik, Notary Public

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

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

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

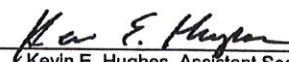
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this 30th day of April, 2021.




Kevin E. Hughes, Assistant Secretary

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

BIDDER INFORMATION

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

, which is a business located

at 2732 N Beck Road, 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: 907-687-8187

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 Manager

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)
County of Kootenai) SS

Bid for the 2024 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: 

Title: President

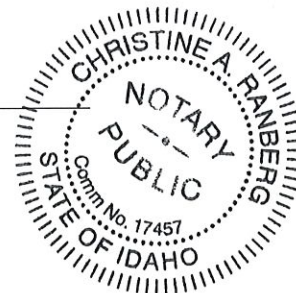
Subscribed and sworn to before me this

16 day of May, 2024.


Notary Public

My Commission

Expires 4/21/2027



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 6/4/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Acceptance of the Annual Comprehensive Financial Report for FY 2023

ITEM AND RECOMMENDED ACTION:

Approve, as presented.

DISCUSSION:

Alpine Summit CPAs of Post Falls has audited the 2023 Annual Comprehensive Financial Report (ACFR) of the governmental activities, the business-type activities, and the discretely presented component unit, each major fund, and the aggregate remaining fund information. In addition, internal controls over financial reporting were analyzed as well.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

Approve, as presented.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. CITY OF POST FALLS Communication with Governance 9.30.23
2. CITY OF POST FALLS-IND AUDITORS REPORT 9.30.23
3. CITY OF POST FALLS-INTERNAL CONTROL REPORT 9.30.23
4. CITY OF POST FALLS-REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL 9.30.23

May 28, 2024

The Honorable Mayor of Post Falls
And Members of the Post Falls City Council
City of Post Falls
408 N. Spokane St
Post Falls, ID 83854

To the Honorable Mayor and City Council

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Post Falls for the year ended September 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, Government Auditing Standards and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 1, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Post Falls are described in Note 1 to the financial statements. As described in the footnotes to the financial statements, the City changed accounting policies related to lease accounting under GASB 96 in the year ended September 30, 2023. Accordingly, the net position and fund balance have been restated to reflect this change. We noted no transactions entered into by the City of Post Falls during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Government-wide financial statements were:

Management's estimate of depreciation expense is based on estimated useful lives of the assets. We evaluated the key factors and assumptions used to develop the depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the collectability of receivables was evaluated for the key factors and assumptions used to develop this and we feel this estimate is reasonable in relation to the financial statements taken as a whole.

The estimate of the net pension liability is based on actuarial assumptions and other estimates. We reviewed the key factors and assumptions used by the actuaries and PERSI related to the calculation of the liability and believe they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of long-term debt as the City has over 26 million dollars in outstanding long-term liabilities.

The disclosures of pension plans, this discloses the City's pension plans any related assets, deferred outflows, liabilities or deferred inflows related to these plans.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We proposed (2) adjustments, which management approved and posted, which were a part of non-attest services. We also proposed one adjusting journal entry that was not a part of the agreed up non-attest services. See attached schedules.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 28, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City of Post Falls' financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City of Post Falls' auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management discussion and analysis, the budgetary comparison information and the schedule of the City of Post Falls' share of net pension liability and pension contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining financial statements of the non-major funds, the schedules of revenues, expenditures and changes in fund balances – budget and actual – legal appropriation levels which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section or statistical section which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the Mayor and Council and management of the City of Post Falls and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Alpine Summit CPAs

Alpine Summit CPA
Post Falls, ID

Client: CITY OF POST FALLS
 Report: Journal Entry

Account	Description	Debit	Credit
NAJE-01			
Water Fund GASB 68 Journal Entry			
750-000-0000-17600	Deferred Outflows of Resources	0.00	67,058.00
750-000-0000-27700	Net Pension Liability	0.00	5,510.00
750-000-0000-27600	Deferred Inflows of Resources	0.00	357.00
750-462-4000-74020	Unallocated PERSI Contributions	137,189.00	0.00
750-462-4155-71040	Employer Retirement	0.00	64,264.00
Total		137,189.00	137,189.00

NAJE-02			
Sewer Fund GASB 68 Journal Entry			
650-000-0000-17600	Deferred Outflows of Resources	0.00	163,628.00
650-000-0000-27700	Net Pension Liability	0.00	13,444.00
650-000-0000-27600	Deferred Inflows of Resources	14,886.00	0.00
650-463-4155-71040	Employer Retirement	0.00	125,585.00
650-466-4155-71040	Employer Retirement	0.00	20,467.00
650-467-4155-71040	Employer Retirement	0.00	776.00
650-468-4155-71040	Employer Retirement	0.00	9,984.00
650-463-4000-74020	Unallocated PERSI Contributions	255,474.00	0.00
650-466-4000-74020	Unallocated PERSI Contributions	41,636.00	0.00
650-467-4000-74020	Unallocated PERSI Contributions	1,580.00	0.00
650-468-4000-74020	Unallocated PERSI Contributions	20,308.00	0.00
Total		333,884.00	333,884.00

Client: CITY OF POST FALLS
Engagement: FY2023 Financial Audit
Current Period: 09/30/2023
Workpaper: Adjusting Journal Entries

Account	Description	Debit	Credit
AJE-01			
Adjust DEQ loan balance to actual; additional payment made 7/10/23; also to balance to DEQ			
651-000-0000-12030	Prepaid Items	0.00	337,955.00
651-000-0000-27015	DEQ Bond	337,955.00	0.00
651-000-0000-27015	DEQ Bond	0.00	13,152.00
651-463-1902-69770	Interest Expense	13,152.00	0.00
651-000-0000-22505	Accrued Interest Payable	75,503.00	0.00
651-463-1902-69770	Interest Expense	0.00	75,503.00
Total		<u>426,610.00</u>	<u>426,610.00</u>

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Post Falls
Post Falls, ID 83854

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Post Falls as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Post Falls' basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Post Falls, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Post Falls and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Adoption of New Accounting Standard

As discussed in Note 1 to the financial statements, the City has adopted the provisions of Government Accounting Standards Board (GASB) Statement No. 96, *Subscription Based Information Technology Arrangements*, for the year ended September 30, 2023. No adjustment was made to the governmental activities and business-type activities net position. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Post Falls' ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Post Fall's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Post Fall's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, as noted in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Post Falls basic financial statements. The accompanying combining and individual nonmajor fund financial statements, schedules of revenues, expenditures and changes in fund balance – budget and actual – legal appropriation level and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for*

Federal Awards, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, and the schedules of revenues, expenditures and changes in fund balance – budget and actual – legal appropriation are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 24, 2024, on our consideration of the City of Post Falls' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Post Falls' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Post Falls internal control over financial reporting and compliance.

Alpine Summit CPAs

Alpine Summit CPAs
Post Falls, ID
May 28, 2024

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and City Council
City of Post Falls
Post Falls, ID 83854

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Post Falls, Idaho, as of and for the year ended September 30, 2023 and the related notes to the financial statements, which collectively comprise the City of Post Falls, Idaho's basic financial statements and have issued our report thereon May 28, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Post Falls, Idaho's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Post Falls, Idaho's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Post Falls, Idaho's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Post Falls, Idaho's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Alpine Summit CPAs

Alpine Summit CPAs
Post Falls, ID
May 28, 2024

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and City Council
City of Post Falls
Post Falls, ID 83854

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Post Falls, Idaho's compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of the City of Post Falls, Idaho's major federal programs for the year ended September 30, 2023. The City of Post Falls, Idaho's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of Post Falls, Idaho complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Post Falls, Idaho and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City of Post Falls, Idaho's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City of Post Falls, Idaho's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Post Falls, Idaho's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City of Post Falls, Idaho's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Post Falls, Idaho's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Post Falls, Idaho's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City of Post Falls, Idaho's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Alpine Summit CPAs

Alpine Summit CPAs
Post Falls, Idaho
May 28, 2024